



REQUEST FOR QUALIFICATIONS (RFQ)

MDX PROCUREMENT/CONTRACT NO.: RFQ-10-02

MDX WORK PROGRAM NO.: N/A

MDX PROJECT/SERVICE TITLE: MISCELLANEOUS DESIGN CONSULTANT

**THIS CONTRACT HAS BEEN SET ASIDE TO CERTIFIED SMALL
BUSINESSES**

JULY 10, 2009

ADDRESS FOR PROPOSAL SUBMITTAL:
Miami-Dade Expressway Authority (MDX)
William M. Lehman Building
3790 Northwest 21st Street
Miami, Florida 33142

PROPOSAL SUBMITTAL DATE AND TIME:
August 4, 2009 - DEADLINE - 2:00 PM (EASTERN TIME)

THE RESPONSIBILITY FOR SUBMITTING A RESPONSE TO THIS SOLICITATION TO MDX AT THE WILLIAM M. LEHMAN BUILDING ON OR BEFORE THE STATED DATE AND TIME WILL BE SOLELY AND STRICTLY THE RESPONSIBILITY OF THE RESPONDENT. MDX WILL IN NO WAY BE RESPONSIBLE FOR DELAYS CAUSED BY THE UNITED STATES MAIL OR ANY OTHER DELIVERY SERVICE, OR CAUSED BY ANY OTHER OCCURRENCE.

RESPONDENTS SHALL READ THE MDX SOLICITATION/CONTRACT DOCUMENTS IN THEIR ENTIRETY PRIOR TO SUBMITTING A RESPONSE. BY SUBMITTING A RESPONSE, THE PROPOSER ACKNOWLEDGES THEY HAVE READ, UNDERSTAND AND ACCEPT THE TERMS AND CONDITIONS TO BE MET AND THE CHARACTER, QUALITY AND SCOPE OF SERVICES TO BE PROVIDED.

PLEASE NOTE: MDX WILL NOT CONSIDER RFQ'S FROM RESPONDENTS THAT ARE NOT IN GOOD STANDING WITH, AND QUALIFIED TO DO BUSINESS IN, THE STATE OF FLORIDA.



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1.0 INTRODUCTION

The Miami-Dade Expressway Authority (“MDX” or “Authority”) pursuant to Chapter 287.055, Florida Statutes and MDX Procurement Policy is seeking Professional Services from a pool of a maximum of three (3) CBE-Certified Design Consultants that are also pre-qualified under Rule 14-75, F.A.C. for Group 3.1, Minor Highway Design with the necessary qualifications to provide Design Engineering Services for various miscellaneous MDX projects associated with the MDX Capital Improvement Program, Transportation Improvement Program, and the Restoration and Resurfacing Programs as more completely explained in the Design Scope of Services (Exhibit A).

This Contract has been Set Aside to certified Small Businesses as defined in the MDX Small Business Policy. The Consultant shall be certified by Miami-Dade County as a Community Business Enterprise (“CBE”) at the time of Proposal submittal. The Consultant may subcontract with other firms that are also certifies by Miami-Dade County as either Community Business Enterprise (“CBE”), Small Business Enterprise (SBE), or Micro Enterprise (ME) depending on the Services to be provided by that firm, and as applicable to the Scope of Services.

The general scope of services required from the Consultants is to prepare complete sets of construction plans and specifications (Construction Documents) for various minor projects in the MDX Work Program. Elements of the Work shall include, but may not be limited to; roadway improvements, maintenance upgrades and rehabilitation, toll plaza renovations, toll lane conversions and landscaping. Current candidate projects for the miscellaneous design Services are identified in the Design Scope of Services (Exhibit A). The Consultants will provide the Services for Miscellaneous Projects each with a maximum budget amount of three hundred thousand dollars (\$300,000.00) per Task Authorization, not to exceed seven hundred and fifty thousand dollars (\$750,000.00) per annum to each Consultant for the life of the agreement. Task Authorizations will be negotiated with the Consultants on an as needed basis. Each Contract will have a term of three years.

Proposers shall carefully review the documents provided herein. The purpose of the Solicitation Documents is to obtain additional information MDX needs to evaluate each Proposer’s ability to provide the required Services. All Proposers that meet the minimum requirements outlined within the Solicitation Documents will be evaluated for the final selection of a Consultant.

The “Proposers”, herein also referred to as the “Consultant”, shall submit a sealed Proposal for the completion of the Services. The Proposal shall include data about each Proposer’s qualifications, relevant experience and approach to the Services. The Proposer may also be required to participate in an Oral Interview. Submittal requirements for the Proposal are detailed herein.

The Consultant shall make available the necessary personnel, facilities, supplies, materials and resources to perform the required Services.

The Services under the Agreement (“Contract” or “Agreement”) shall commence upon receipt of a written Notice to Proceed (“NTP”) from MDX.

This solicitation is under the “Cone of Silence”. Please refer to the section herein entitled **Communications and the Cone of Silence** for further information.

Please note the insurance requirements for the Services are detailed in the attached exhibit herein entitled **Insurance Requirements**.

Detailed information regarding all the Pre-qualification requirements is outlined in the section herein entitled **Pre-Qualification Criteria and Additional Submittal Requirements**.

Detailed information regarding all the **Personnel Qualifications and Experience Requirements** of Consultant’s personnel required for the Services is outlined in the attached exhibit herein entitled as **Personnel Qualifications and Experience Requirements**.

MDX intends to execute an Agreement with the responsive and responsible Consultant, (“Successful Proposer”) whose Proposal is determined to be the most advantageous to MDX, in a form similar to that provided in Exhibit D (the “Agreement” or “Contract”) attached herein. By submitting a Proposal, the Proposer acknowledges and agrees to the terms of the Agreement.

MDX does not guarantee that any or all of the Services described in the Solicitation/Contract Documents will be assigned during the term of this Agreement. The Consultant will provide the Services on a non-exclusive basis. MDX, at its option, may elect to have any of the Services performed by MDX staff or other consultant(s).

2.0 PURPOSE AND OBJECTIVE

The purpose of the Solicitation Documents is to provide the Proposer with all necessary information in order to submit a responsive and responsible Proposal with the ultimate objective of selecting the most qualified Consultant. MDX encourages and welcomes an atmosphere of open communication and partnering among all the parties, i.e., MDX and its representatives and the selected Consultant.

4.0 DEFINED TERMS

The capitalized terms used herein are defined under this section. Failure to capitalize any defined term shall not change the meaning of the defined term when used in the Solicitation/Contract Documents. Whenever the following terms (or pronouns which replace these terms) are used in this Solicitation/Contract Documents, their intent and meaning shall be interpreted as follows:

Addenda: Written or graphic instruments issued by MDX prior to the execution of the Contract which modify or interpret the Proposal Documents by additions, deletions, clarifications, corrections or other type of modifications. Addenda will become part of the Contract Documents when the Contract is executed.

Advertisement: The public announcement, as required by law, inviting qualified consultants to respond to the Requests for Qualifications for Services to be performed for the Contract.

Agency: See “Authority”

Agreement: See “Contract”

Authority: The Miami-Dade Expressway Authority. To avoid unnecessary repetition of expressions, whenever in the Contract Documents the term “Authority” or “MDX” is used, it is understood that “or designated representative” is a part of the term unless specifically indicated otherwise. Such designated representative may be the “MDX Engineer” or other individual or entity identified by MDX and defined herein. (MDX may also be referred to as the “Owner” in the Contract Documents.)

Automatic Vehicle Classification Detection (AVCD): System with cameras located at each gantry/tolling location that permits remote viewing of vehicular events and images in real time or stored for review. System provides transaction event data overlaid on video for correlation of vehicle and transaction data.

Calendar Day: Every day, including weekends and holidays, ending and beginning at midnight.

Chief Purchasing Officer: The Executive Director of MDX, or such other person holding the position as the head of the Procurement Department of MDX or the designee of either such person as designated in writing and approved by the Executive Director responsible for procurement of any supplies, services and construction for MDX.

Consultant: In the context of the Contract Documents, Consultant means any company, firm, partnership, corporation, association, joint venture, or other legal entity permitted by law to perform the Services in the State of Florida. Such legal entity shall be the entity that enters into a written Contract with MDX to perform the Services for the project described in the Solicitation Documents and Contract Documents. In the context of the Solicitation Documents, the Consultant is the Proposer.

Contract: The entire and integrated agreement between the parties thereunder which supersedes all prior negotiations, representations, or agreements, either written or oral. The Contract Documents, as amended from time to time, form the Contract between MDX and the Consultant setting forth the obligations of the parties including, but not limited to, the performance of the Services and the basis of payment.

Contract Documents: The term “Contract Documents” includes: Advertisement of the Request for Qualifications, Request for Qualifications (“RFQ” or “Solicitation Document”), Form of Agreement or Contract, Notice of Award, Notice to Proceed (“NTP”), Executed Form of Contract, Addenda/Addendum, or other information mailed or otherwise transmitted to the Proposers prior to the submittal of Proposals, the Proposal submitted by the Successful Proposer (including documentation accompanying the Proposal and any post-Proposal documentation submitted prior to the Notice of Award), negotiation agreements and documentation, and any supplemental agreements, as may be amended from time to time, which are all to be treated as one instrument whether or not set forth at length in the form of Contract. The order of precedence for the Contract Documents is listed in the section herein entitled **Coordination of**

Contract Documents.

Contract Price: The money payable by MDX to the Consultant for completion of the Services in accordance with the Contract Documents.

Contract Term: The term of the Contract, including any authorized renewals and extensions.

Design-Build: The combining of Design and Construction phases of Work for a Project into a single contract.

Design-Build Firm: In the context of the Specifications, Design-Build Firm means any company, firm, partnership, corporation, association, joint venture, or other legal entity permitted by law to practice engineering, architecture, and construction contracting, as appropriate, in the State of Florida. Such legal entity shall be the entity that enters into a written Contract with MDX to perform the Design and Construction Work for the Design-Build Project described in the Solicitation Documents and Contract Documents. In the context of the Solicitation Documents, the Design-Build Firm is the Proposer. The word "Contractor" shall also be taken to mean a Design-Build Firm contracting with MDX for performance of work.

Executive Director: The Executive Director of the Miami-Dade Expressway Authority, acting directly or through an authorized representative.

Full Service Operational Office: Shall include but not limited to all personnel and equipment necessary to provide the required Services to MDX for this Agreement.

Go Live dates: The date by which all lanes at all gantry/tolling locations on each MDX system roadway (SR 924, SR 874 & SR 878) are fully tested, approved, commissioned and open to traffic.

Holidays: Days designated by MDX as holidays, which include, but are not limited to, New Year's Day, Martin Luther King's Birthday, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day and the following Friday, and Christmas Day.

Lobbyist: Any person who is employed and receives payment or who contracts for economic consideration for the purpose of Lobbying, or a person who is principally employed for governmental affairs by another person or governmental entity to Lobby on behalf of that other person or governmental entity. Any person who, in his or her individual capacity, merely communicates with the Board, a Board member, a decision-making body under the jurisdiction of the Board, or any MDX employee, consultant, or attorney, for the purpose of self-representation, without compensation or reimbursements, to express support of or opposition to any item which may be presented for a vote before the Board, and who shall so declare to the person or body with whom he or she discusses any such item, shall not be required to register as a Lobbyist. Additionally, any individual who engages in Lobbying as a volunteer, without payment of any compensation or reimbursement of expenses, either directly or indirectly, shall not be required to be disclosed as a Lobbyist.

MDX: See “Authority”.

MDX Board: The members of MDX appointed to serve as provided under the Florida Expressway Authority Act, as amended.

MDX Engineer: The MDX Engineering Director acting directly or through duly authorized representatives; such representatives acting within the scope of the duties and authority assigned to them.

MDX Operations Committee: The members of the MDX Board appointed to serve on the MDX Operations Committee or their delegate.

MDX System: State Roads 112, 836, 874, 878 and 924, including all associated rights-of-way.

Notice of Award: A written notice given by MDX to announce the Successful Proposer of the Contract.

Notice to Proceed: A written notice given by MDX to the Consultant establishing the date on which the Contract Term will commence to run, and on which the Consultant shall start to perform Consultant obligations under the Contract Documents.

Open Road Tolling (ORT): A system that electronically collects tolls while vehicles pass through the tolling zone at highway speeds.

Owner: See “Authority”.

Professional Services: Those services within the scope of the practice of architecture, professional engineering, landscape architecture, registered land surveying and mapping, as defined by the laws of the state, or those performed by any registered architect, professional engineer, registered landscape architect or registered land surveyor in connection with his professional employment or practice.

Proposal: The complete and properly signed written information which the Proposer shall submit in response to the Solicitation Documents issued by MDX, including data about the Proposer’s approach to the Services.

Proposer: See “Consultant”

Request for Qualifications: All documents, regardless of medium, whether attached or incorporated by reference, utilized for soliciting information to determine the most qualified Proposer.

Services: All labor, materials and incidentals required of the Consultant to execute and complete the requirements of the Contract Documents, including all services and responsibilities prescribed or implied. The term shall also be deemed to include all architectural, engineering and related services, and all incidental costs relating thereto.

Set-aside: Means reservation for competition solely among Small Businesses for a Contract whose estimated cost is three million dollars (\$3,000,000.00) or less.

Small Business Requirement: The requirement established in the Solicitation Documents and/or in the Contract Documents for Small Business participation for the Contract as detailed in the section herein entitled **Small Business Program Requirements**.

Solicitation Documents: Includes, if applicable: the advertisement, the Request for Qualifications ("RFQ"), Addenda/Addendum, or other information mailed or otherwise transmitted to the Proposers for a procurement, prior to the submittal of the Proposals.

State: State of Florida.

Subconsultant/Subcontractor: An individual, firm or corporation having a direct contract with the Consultant or with any other Subconsultant/Subcontractor for performance of a part of the Services.

Successful Proposer: The responsive Proposer with the highest Final or Adjusted Final Score, dependent upon if Small Business Bonus Points were allotted, to whom MDX (on the basis of the Authority's evaluation as hereinafter provided) makes an award.

Supplemental Agreement: A written agreement between the Consultant and MDX, modifying the Contract within the limitations set forth in the Contract Documents and MDX's Procurement Policy.

System Integrator: The Contractor selected by MDX to provide the ORT toll collection system for the conversion of the MDX System to full open road tolling. May also be referred to as the Integrator.

Technical Evaluation Committee or TEC: The committee appointed by the appropriate MDX Committee to review, evaluate and score the Proposals, and Oral Interviews if applicable, and recommend to the appropriate MDX Committee a final ranking of the Proposers.

Work: As it relates to the Design-Build Firm, all labor, Materials and incidentals required to execute and complete the requirements of the Contract Documents, including superintendence, use of Equipment and tools, and all services and responsibilities prescribed or implied. The term "Work" shall also be deemed to include all architectural, engineering and related services, and all incidental costs relating thereto.

5.0 CONTACT FOR THIS SOLICITATION

All written questions shall be mailed, faxed, delivered, or e-mailed and all Proposals shall be mailed or delivered to:

Jacqueline R. Buitrago

Procurement Contracting Agent
Miami-Dade Expressway Authority
3790 Northwest 21st Street
Miami, Florida 33142
Phone: 305-637-3277, Ext. 1111
Fax: 305-637-3281
Email: jbuitrago@mdxway.com

6.0 COPIES OF SOLICITATION DOCUMENTS

6.1 MDX will make available to interested Proposers the Solicitation Documents on the **date and time** indicated in the section herein entitled **Schedule of Events**, in any of the following manner:

- Free of charge to registered MDX vendors by downloading it from the MDX Website: www.mdx-way.com.
- At a charge of **fifteen dollars (\$15.00)** per CD ROM by either picking it up at the MDX Headquarters Building located at 3790 Northwest 21st Street, Miami, Florida, 33142 or requesting it mailed with prior payment (additional mailing/shipping fees may apply).
- At a charge of **thirty dollars (\$30.00)** per hard copy set by either picking it up at the MDX Headquarters Building located at 3790 Northwest 21st Street, Miami, Florida, 33142 or requesting it mailed with prior payment (additional mailing/shipping fees may apply).

All payments shall be in the form of a check or money order and should be made payable to Miami-Dade Expressway Authority. MDX will not refund the charge for the Solicitation Documents.

6.2 Complete sets of Solicitation Documents must be used in preparing a Proposal. MDX assumes no responsibility for errors or misinterpretations resulting from the use of incomplete sets of Solicitation Documents.

6.3 MDX, in making copies of the Solicitation Documents available on the above terms, does so only for the purpose of obtaining Proposals for the Services and does not confer a license or grant for any other use.

7.0 SCHEDULE OF EVENTS

Below is a current schedule of events that will take place in the selection of a Consultant. MDX reserves the right to make changes or alterations to the schedule as MDX determines is in its best interest. Proposers will be notified in advance of any changes or alterations in the schedule to any and all dates up to the Deadline to submit Proposals by means of an Addendum. Unless otherwise notified in writing by MDX, the dates indicated below for submission of items or for

other actions on the part of a Proposer shall constitute absolute deadlines for those activities, and failure to fully comply by the time stated shall cause a Proposer to be disqualified.

ACTIVITY	DATE	TIME
Advertisement and Distribution of the Solicitation Documents	07/10/09	After 12:00 p.m.
Non-Mandatory Pre-Proposal Conference	07/22/09	10:00 a.m.
Deadline to submit Potential Conflict of Interest Information	07/27/09	5:00 p.m.
Deadline for Proposers to Submit Questions	07/27/09	5:00 p.m.
Deadline for Responses to Questions from Proposers	07/31/09	5:00 p.m.
Deadline to Request Meeting with Technical Representative	N/A	5:00 p.m.
Deadline to Submit Proposals	08/04/09	2:00 p.m.
Technical Evaluation Committee (TEC) Meeting to evaluate Proposals	08/25/09	T.B.D.
Oral Interviews, if required by MDX	T.B.D.	T.B.D.
Endorsement of Award by Operations Committee	On or about 09/14/09	T.B.D.
Approval of Award by MDX Board of Directors	On or about 09/28/09	T.B.D.
Posting of Notice of Award	On or about 09/28/09	T.B.D.
Contract Negotiations	N/A	T.B.D.
Contract Approval by MDX Board of Directors	N/A	T.B.D.
Notice to Proceed	T.B.D.	T.B.D.

8.0 NON-MANDATORY PRE-PROPOSAL CONFERENCE

MDX will conduct a Non-Mandatory Pre-Proposal Conference for all Proposers at the date and time shown in the Schedule of Events above. The Pre-Proposal Conference will be held at the William M. Lehman Building (MDX Headquarters), 3790 Northwest 21st Street, Miami, Florida 33142.

The purpose of the Pre-Proposal Conference is to provide an open forum for MDX to review the Solicitation Documents and the required Services with the Proposers and to respond to any questions regarding the Solicitation Documents and/or the Services.

At least two (2) days before the Pre-Proposal Conference, Proposers may submit written questions to MDX, at the address provided in the section herein entitled **Contact for this Solicitation** that they want addressed at the Pre-Proposal Conference. Proposers should pay particular attention to identifying any improvements, corrective measures, or other changes that should be incorporated into the Solicitation Documents or the Contract Documents that may have been overlooked. Failure to submit written questions prior to the Pre-Proposal Conference will not preclude Proposers from orally asking questions at the Pre-Proposal Conference. However, questions arising before and after the Pre-Proposal Conference should be addressed in compliance with the section herein entitled **Communications and the Cone of Silence**.

In the event that discussions or questions at the Pre-Proposal Conference require, in MDX's opinion, official additions, deletions, or clarification to the Solicitation Documents, MDX will issue an Addendum as MDX determines is appropriate. No oral representations or discussions, which take place at the Pre-Proposal Conference, will be binding to MDX.

In accordance with the Americans with Disabilities Act, this document may be requested in an alternative format. Auxiliary aids or services will also be provided upon request with at least five (5) days notice prior to the proceeding. Please contact MDX's Procurement Office at (305) 637-3277 for assistance. If hearing impaired, telephone the Florida Relay Service Numbers (800) 955-8771 (TDD) or (800) 955-8770 (VOICE), for assistance.

9.0 INSTRUCTION TO PROPOSERS

9.1 Examination of Solicitation Documents

Before submitting a Proposal, it is the responsibility of the Proposer to:

- (a) Examine thoroughly the Solicitation Documents and other related data identified in the Solicitation Documents;
- (b) Study and carefully correlate Proposer's knowledge and observations with the Solicitation Documents and such other related data; and
- (c) Promptly notify MDX of all conflicts, errors, ambiguities or discrepancies, which the Proposer discovers in or between the Solicitation Documents and such other related documents. A Proposer shall be solely responsible for the consequences arising from any reliance by the Proposer on any such conflict or discrepancy made without notifying MDX, as required above.

9.2 Oral Instructions and Communications

9.2.1 Oral Instructions

No negotiations, decisions or actions shall be initiated or executed by a Proposer as a result of any oral discussions with any MDX member, employee, consultant or the General Engineering Consultant ("GEC").

No interpretation of the meaning of the Services, or the Proposal Documents and/or Contract Documents and no correction of any apparent ambiguity, inconsistency or error therein will be made orally to any Proposer.

All such interpretations and supplemental instructions will be issued to all Proposers by MDX in the form of written Addenda/Addendum.

Only those communications that are in writing from MDX shall be considered as a duly authorized expression on behalf of MDX. MDX will issue written responses, in the form of Addenda, as indicated in the section herein entitled **Addenda**, to questions posed by all Proposers in receipt of the Solicitation Documents.

Also, only written communications from Proposers, signed by persons who are authorized to contractually bind the Consultant, will be recognized by MDX as duly authorized communications on behalf of the Proposers.

Any questions, requests for interpretations or supplemental instructions arising from the Solicitation Documents must be submitted in writing and sent to the individual at the address indicated in the section herein entitled **Contact for this Solicitation** on the form herein attached as **Proposer Questions Template**. In order for questions to be answered in a timely manner, they must be received no later than the date and time specified in the section herein entitled **Schedule of Events**. Proposers are responsible for ensuring that their questions, etc. have been timely received by MDX.

9.2.2 Communications and the Cone of Silence

This solicitation is under the "Cone of Silence" and therefore, communications related to any aspect of this solicitation and/or the Project is restricted as follows:

COMMUNICATIONS BETWEEN ANY PROPOSER OR ITS EMPLOYEES, AGENTS OR REPRESENTATIVES AND ANY BOARD MEMBER OF MDX, EMPLOYEES, AGENTS, COUNSEL OR REPRESENTATIVES, INCLUDING ITS CONSULTANTS, AND ITS EVALUATION COMMITTEE MEMBERS, ARE STRICTLY PROHIBITED FROM THE DATE OF THE ADVERTISEMENT OF THE SOLICITATION DOCUMENTS THROUGH THE DATE OF EXECUTION OF THE CONTRACT.

The only exceptions to this are:

- (1) Written requests regarding information or clarification made to the MDX Procurement Office utilizing the form herein attached as **Proposer Questions Template**;
- (2) Meetings called or requested by MDX and attended by Proposers for the purpose of discussing a solicitation, evaluation or selection process including, but not limited to, the communications at the Pre-Proposal Conference, Oral Interviews, Negotiations, site visits to MDX's or Proposers' facilities, as applicable;
- (3) Written and oral contract negotiations with the Executive Director or his designated representative; or
- (4) Communications by Proposers not selected under this procurement.
- (5) Exception No. 4 above will only apply seventy-two (72) hours after MDX approval of the Successful Proposer, assuming no protest is filed;
- (6) The addressing of the MDX Board or any of its committees at public meetings; and
- (7) Communications permitted by the MDX Procurement Policy, as amended.

ANY VIOLATION OF THE REQUIREMENTS SET FORTH IN THIS SECTION SHALL CONSTITUTE GROUNDS FOR IMMEDIATE AND PERMANENT DISQUALIFICATION FROM PARTICIPATING IN THIS PROCUREMENT.

Furthermore, any letters of recommendation included in the Proposal from MDX Board Members, staff or consultants dated within the cone of silence time frame, shall be deemed an automatic violation of the cone of silence, resulting in the immediate rejection of the Proposal.

9.2.3 Communications with Technical Representative (Not Applicable to this Project)

Proposers, upon request, may have a meeting with the MDX Technical Representative for this solicitation during the Cone of Silence. The meeting will be scheduled on the date and at the time of MDX's convenience, and will occur between the request date and the last date for which a meeting may be scheduled (seven (7) Calendar Days prior to Proposal submittal).

To request a meeting with the Technical Representative, the Proposer shall submit a request in writing to the **Contact Person for this Solicitation** within two (2) Calendar Days after the Pre-Proposal Conference, or by the date specified in the section herein entitled **Schedule of Events**. The request may include dates and times of the Proposer's availability, however, MDX reserves

the right to schedule the meeting at its sole discretion.

A meeting date and time will be provided to Proposer. The meeting shall be audio recorded and shall become public record, subject to disclosure pursuant to F.S. Chapter 119. No meetings will be scheduled beyond seven (7) Calendar Days prior to the Proposal Submission Date.

Please be advised that the purpose of this meeting is limited to responding to technical questions from Proposers requesting a Technical Representative Meeting. Administrative questions will not be answered at these scheduled meetings. Proposers shall submit any questions relating to administrative aspects of this Solicitation by the deadline for Proposers to submit questions as specified in the section herein entitled **Schedule of Events**.

9.3 Addenda

In the event that MDX finds it necessary to supplement, modify or interpret any portion of the Solicitation Documents during the Proposal preparation period, such procedure(s) shall be accomplished by issuance of written Addenda/Addendum.

All Addenda shall be in writing from MDX with content and number of pages. Each Proposer shall acknowledge receipt of all Addenda by signing and providing with their Proposal, the Acknowledgement of Receipt of Addenda provided in the Administrative Package.

All Addenda will be posted on the MDX's website and it shall be the responsibility of the Proposer to ensure receipt of all Addenda issued by MDX.

In the event of conflicts in the Addenda, the most recent addendum will govern, unless otherwise specified in writing by MDX.

Only those Proposers who have downloaded the Solicitation Documents shall receive e-mail notification of Addenda directly from MDX.

9.4 Professional Ethics and Lobbyist Disclosure

9.4.1 Professional Ethics

If MDX has knowledge or reason to believe that any person has violated the provisions of State professional licensing laws or rules, it shall submit a complaint about the violations to the Department of Business and Professional Regulation.

Any person who is employed by MDX and licensed by the Department of Business and Professional Regulation and who, through the course of his or her employment, has reason to believe that any person has violated the provisions of State licensing laws or rules, shall submit a complaint about the violations to the Department of Business and Professional Regulation.

Failure to submit a complaint about the violations may be grounds for disciplinary action pursuant to Chapter 455, F.S. and the State licensing laws or rules applicable to that licensee. The complaint shall be confidential. Moreover, any confidential information submitted to the Department of Business and Professional Regulation shall remain confidential pursuant to Chapter 455, F.S. and applicable State law.

By signing the Proposal, the Proposer certifies that no principal (which includes shareholders, partners, officers, directors, or executives) is presently suspended, proposed for disbarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal or State of Florida department or agency.

9.4.2 Lobbyist Disclosure

Pursuant to the MDX Procurement Policy, all Proposers (actual or potential) are required to submit Lobbyist Disclosure information regarding any Lobbyist representing the Proposer for the Contract. Alternatively, Proposers shall acknowledge that no Lobbyists have been retained with respect to the Contract. This information shall be provided in the applicable section of the Administrative Package.

PROPOSERS THAT FAIL TO COMPLETE THE LOBBYIST DISCLOSURE IN THE ADMINISTRATIVE PACKAGE AND SUBMIT WITH THEIR PROPOSAL MAY BE DEEMED NON-RESPONSIVE AND MAY RESULT IN THE PROPOSER BEING PROHIBITED FROM PARTICIPATING IN THIS PROCUREMENT.

Proposers shall be responsible for providing MDX with any updates, and/or corrections etc. to the Lobbyist Disclosure after its submittal to MDX.

No person shall engage in Lobbying activities relating to this solicitation during the Cone of Silence, as it relates to any matter of the procurement including, but not limited to, the Contract or the selection process detailed herein. Lobbying during the Cone of Silence for the procurement shall result in the Proposer being prohibited from participating in this procurement.

Note: The Services are being procured pursuant to the Consultants' Competitive Negotiation Act ("CCNA") and as such, there is a prohibition against contingent fees (See Section 287.055(6), F.S.).

9.5 Joint Venture

Two or more firms may form a joint venture, although one is not required for purposes of responding to this solicitation and providing the Services contemplated herein. Joint ventures shall be considered as one entity by MDX in the evaluation of the response to this solicitation, that is, the qualifications of each individual firm comprising the joint

venture shall be combined and evaluated as one Proposer for the purposes of arriving at a Proposal score, and Oral Interview score, if applicable, for the joint venture.

A joint venture firm may satisfy the technical certification requirements of this solicitation for the Proposer through one or more of the firms comprising the joint venture. The joint venture shall at a minimum comply with the following additional requirements:

- The joint venture shall, in its own name, be registered with the State of Florida Division of Corporations prior to the proposal submittal date; and
- Each individual firm comprised of the joint venture shall, in its own name, be qualified in their respective areas of expertise prior to the submittal date.

Full compliance with the requirements set forth above is required, as well as properly documented compliance with any other certification and additional requirements set forth in the Solicitation Documents.

9.6 Subconsultants and/or Subcontractors (as applicable)

All Subconsultants and/or Subcontractors are subject to MDX approval. MDX reserves the right to reject any and all Subconsultants and/or Subcontractors listed by the Proposer and bears no responsibility or liability to the Proposer or Subconsultant and/or Subcontractor for any commitments made regarding the use of particular Subconsultant and/or Subcontractor for the Services. Furthermore, MDX reserves the right to limit the tasks to be assigned to any Subconsultant and/or Subcontractor.

The Proposer shall submit with the Proposal, the Prime & Subconsultant/Subcontractor Information Statement which shall include a list of all Subconsultants and Subcontractors that may perform the Services in the Contract for which pre-qualifications/certifications are required at the time of Proposal submission in accordance with the section herein entitled **Pre-Qualification Criteria and Additional Submittal Requirements**

No more than **eighty five percent (85%)** of the Services can be performed by Subconsultants/Subcontractors, and at least **fifteen percent (15%)** of the Services must be performed by full-time employees of the Proposer. Full-time employees must be on the Proposer's payroll, or the payroll of one of the partners in a joint venture (as applicable), and shall not include leased or temporary employees without prior written approval of MDX.

All proposed Subconsultants/Subcontractors shall be qualified both technically and financially to perform the Services for which they are listed.

Except as permitted in the section herein entitled **Allowable Substitution for a Limited Purpose**, if before the Notice of Award is issued, MDX has a reasonable objection to any

proposed Subconsultants/Subcontractor, MDX may request the apparent Successful Proposer to submit an acceptable substitute at no additional cost to MDX and subject to MDX's prior written approval. If the apparent Successful Proposer declines to make any such substitution, then MDX may award the Contract to another Proposer. If MDX does not make a written objection to the Subconsultants/ Subcontractors submitted by the Proposer, in accordance with the requirements herein, prior to issuance of the Notice of Award, then such list will be deemed acceptable to MDX.

Proposers will be evaluated based on their team as submitted in their Proposal. As such, no changes can be made to the proposed team, without a justifiable cause, and written approval from MDX.

9.7 Allowable Substitutions for a Limited Purpose

The substitution of Subconsultants and/or Subcontractors and/or proposed key personnel after Proposal submission shall only be allowed for reasons beyond the control of the Proposer as determined by MDX. Such substitutions shall only be considered by MDX when:

- (1) It is determined to be in the best interest of MDX;
- (2) It is determined not to affect the existing process; and
- (3) No Proposer is conferred a competitive advantage over any other Proposers as a result of the substitution.

MDX has sole discretion to make these determinations.

If a substitution is required, the Proposer shall submit a request in writing to MDX to the attention of the contact person provided in the section herein entitled **Contact for this Solicitation**. Such request shall include a detailed explanation for the proposed substitution.

Any substituted Subconsultant and/or Subcontractor and/or proposed key personnel shall comply with the same technical qualifications as the removed Subconsultant/ Subcontractor/proposed key personnel and must otherwise comply with all other requirements of this solicitation, including where applicable, the SB Requirements certification, and shall have the same responsibilities/role on the team as the original proposed member.

Alternatively, if the Proposer wishes to rely on the qualifications and technical certifications of the remaining members of the Proposer's team to substitute for the Subconsultant/Subcontractor or originally proposed key personnel no longer participating on the team, it shall so notify MDX in writing and provide such other information as may reasonably be required for the evaluation of the existing team members in the performance of these additional duties to be undertaken in place of the substituted member.

Please note that for the reasons set forth above, it is anticipated that MDX will not allow any substitutions to occur after the Technical Evaluation Committee ("TEC") has commenced the evaluation of Proposals. However, MDX reserves the right, in the event it is determined to be in the best interest of MDX, to reconvene the TEC and re-evaluate all teams to accommodate a substitution allowed pursuant to this Section.

Please note that key personnel is defined as the Project Manager.

9.8 Teaming Restrictions

Proposers shall not submit more than one Proposal. In addition, a Proposer shall not be a part of another Proposer's Proposal. Subconsultants and Subcontractors shall be permitted to team up with multiple Proposers submitting Proposals for this solicitation. Please be advised that in the event a Proposer fails to adhere to the restrictions as stated herein, then all affected Proposals shall be deemed non-responsive.

9.9 Debarment and Public Entity Crime Information Statement

9.9.1 Debarment

By submittal of a Proposal and subsequent execution of the Contract, the Consultant represents and certifies that it, its primary officers, its owners or its employees who will be performing the Services have not been convicted or plead guilty to a state or federal offense involving fraud, corruption or moral turpitude and is not now listed by any state or federal agency as debarred, suspended, proposed for suspension or debarment, voluntarily excluded or otherwise ineligible from participating in this procurement or state (including but not limited to the State of Florida) or federal procurement programs.

If the Consultant is a corporation, partnership or other form of business organization, the representations and certifications shall apply not only to the individual(s) who will be performing the Services, but also to the principal officers and owners of the business organization.

The Consultant agrees to indemnify MDX for any costs and expenses, including but not limited to audit costs, attorneys' fees and expert witness fees that MDX incurs due to any fraudulent statements made by the Consultant in regards to this certification.

9.9.2 Public Entity Crime Information Statement

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Proposal on a contract with a public entity, such as MDX, to provide any goods or services, may not submit a Proposal for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not

be awarded or perform work as a, consultant, contractor, subconsultant, subcontractor or supplier under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in F.S., Section 287.017, in Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

By signing the Proposal, the Proposer certifies that no principal (which includes shareholders, officers, directors, or executives) is presently suspended, declared ineligible or voluntarily excluded from participation in this transaction by any Federal or State of Florida department or agency.

Proposers and Subconsultants/Subcontractors shall address this criterion by completing and submitting with the Proposal Public Entity Crimes provided in the Administrative Package.

9.10 Review of Facilities and Qualifications

After the Proposal due date and prior to execution of the Contract, MDX reserves the right to perform or have performed an on-site review of any Proposer's facilities and qualifications as well as documentation provided. This review will serve to verify data and representations submitted by the Proposer and may be used to determine whether the Proposer has an adequate, qualified, and experienced staff that can provide the necessary facilities and perform the Services.

The review may also serve to verify whether the Proposer has adequate financial capability to meet the Contract requirements. Should MDX determine that the Proposal or subsequently submitted documentation has material misrepresentations or that the size or nature of any Proposer's facilities or the number of experienced personnel (including technical staff) are not adequate to ensure satisfactory Contract performance, or ascertains other bases for concern as to the Successful Proposer's ability to perform the Services, MDX has the right to reject the Proposal.

9.11 Protest Rights

To be considered, a protest must be in writing and filed by the Proposer with the Secretary of the MDX Board within:

- Seventy-two (72) hours, excluding Saturdays, Sundays and legal holidays, after posting of this solicitation, if the protest is directed towards this solicitation, or
- Seventy-two (72) hours, excluding Saturdays, Sundays and legal holidays after posting of the Notice of Award, if the protest is directed towards the awarding of the Contract.

A protest bond in the amount of twenty-five thousand dollars (\$25,000.00) will be required for any protest. Failure to comply with these requirements shall constitute a

waiver of any right to initiate any protest proceedings regarding the Solicitation Documents or the Contract.

Within five (5) calendar days from the date of filing of the protest, the protesting party shall provide MDX with the grounds for its protest. Upon receipt of a written protest that has been timely filed, MDX and the protesting party shall attempt to resolve the protest by mutual agreement within ten (10) calendar days from the date of filing of the protest.

If the protest is not resolved by mutual agreement within ten (10) calendar days from the date of filing, MDX and the protesting party shall select a mutually agreed-upon mediator and participate in mediation. All costs of mediation shall be borne by the protesting party, unless otherwise agreed upon by MDX. No court proceedings regarding any protest may be filed until the parties have first participated in mediation. In the event that a party serving a protest in accordance with Section 10-101 of the MDX Procurement Policy fails to:

- (1) Resolve the protest by mutual agreement within ten (10) calendar days from the date of filing of the protest;
- (2) Work with MDX to select an agreed-upon mediator and participate in mediation within thirty (30) days after the failure to reach a mutual agreement; or
- (3) File and serve the requisite legal proceeding within thirty (30) days after the termination of an unsuccessful mediation, the protest shall be deemed withdrawn and have no further force and effect.

Any waiver of this provision must be in writing and signed by MDX's Executive Director.

For additional information regarding protests, please refer to MDX's Procurement Policy, as amended from time to time.

9.12 Surety Companies Acceptable to MDX for a Protest Bond, if applicable

To be acceptable to MDX as Surety for any bond required by the Solicitation Documents or Contract Documents, a Surety Company shall comply with the following provisions:

- (1) The Surety Company shall have a currently valid Certificate of Authority, issued by the State of Florida, Department of Insurance, authorizing it to write surety bonds in the State of Florida.
- (2) The Surety Company shall have a currently valid Certificate of Authority issued by the United States Department of Treasury under Sections 9304 to 9308 of Title 31 of the United States Code.
- (3) The Surety Company shall be in full compliance with the provisions of the Florida Insurance Code.

- (4) The Surety Company shall have at least twice the minimum surplus and capital required by the Florida Insurance Code at the time the Solicitation Documents are issued.
- (5) The Surety must have a registered agent in the State of Florida, meet all of the requirements of the laws of Florida and the regulations of the Authority, and receive the Authority's approval.
- (6) If the total Contract Award Amount exceeds five hundred thousand dollars (\$500,000.00), the Surety Company shall also comply with the following provisions:
- (a) The Surety Company shall have at least the following minimum ratings in the latest issue of A. M. Best's Key Rating Guide:

Total Contract Amount	Policy-Holder's Rating	Required Financial Rating
\$ up to 1,000,000	A-	CLASS I
1,000,001 up to 2,000,000	A-	CLASS II
2,000,001 up to 5,000,000	A-	CLASS III
5,000,001 up to 10,000,000	A-	CLASS IV
10,000,001 up to 25,000,000	A-	CLASS V
25,000,001 up to 50,000,000	A-	CLASS VI
50,000,001 up to 100,000,000	A-	CLASS VII

- (b) The Surety Company shall not expose itself to any loss on any one risk in an amount exceeding ten percent (10%) of its surplus to policyholders, provided:
- o Any risk or portion of any risk being reinsured shall be deducted in determining the limitation of the risk as prescribed in this section. These minimum requirements shall apply to the reinsuring carrier provided that authorization or approval by the State of Florida Department of Insurance to do business in this state has been met.
 - o In the case of the surety insurance company, in addition to the deduction for reinsurance, the amount assumed by any co-surety, the value of any security deposited, pledged or held subject to the consent of the surety and for the protection of the surety shall be deducted.

9.13 Costs Incurred by Proposers

All expenses involved with the preparation and submission of the Proposal to MDX, or

any work performed in connection therewith, shall be borne by the Proposer. No payment will be made for any Proposals received, or for any other effort required of or made by the Proposer prior to issuance of a Notice to Proceed for Services as defined by the Contract approved by the governing body of MDX.

9.14 Conflict of Interest

Any Proposer, including any Proposer that is currently a MDX Consultant, Subconsultant or Subcontractor involved in an MDX project, who believes that it may have a potential or actual conflict of interest regarding this procurement shall be required to submit in writing on or before the due date and time specified in the section herein entitled **Schedule of Events**, such information which shall include sufficient details regarding the actual or potential conflict of interest to allow MDX to evaluate such conflict. This shall include, but not be limited to, existing scope(s) of services being performed on current contract(s) and the relationship to the projected Services to be performed on this contract, and any business or personal relationship with MDX employees, Board Members, and/or consultants, and any other factors that relate to the potential or actual conflict.

Please note that due to the nature of this Contract, potential conflicts of interest would be mitigated by the distribution of the work amongst the Consultants in the pool. A list of potential conflict of interest shall be submitted as require herein to be considered at the time a Task Authorization is assigned.

It is the Proposer's responsibility to disclose to MDX any conflict of interest with its existing contracts and this Procurement and/or conflicts of interest with the Proposer's personnel or Subconsultants or Subcontractors and MDX staff, Consultants and/or Board Members. This RFQ incorporates by reference the MDX Code of Ethics Policy. The MDX Code of Ethics Policy is available on the MDX website.

All Proposers are subject to the MDX Code of Ethics and all Proposers shall become familiar with the MDX Code of Ethics Policy and ensure conformity with its requirements in all dealings with MDX employees, consultants, and MDX Board Members. Proposer shall disclose to MDX any business dealings or other relationship the Proposer has with any MDX employee, consultant or MDX Board Member during the allotted time in the procurement process.

The Successful Proposer and any of its employees, including any Subconsultants and Subcontractors that are assigned to the Services shall not enter into any contract with MDX or any other private or public entity during the term of the contract with MDX that would create or involve a conflict of interest or the appearance of a conflict of interest with the Services provided herein.

9.15 Familiarity with Policies and Laws

The Proposer is required to be familiar and shall comply with all Federal, State and local laws, ordinances, rules, and regulations that in any manner affect the Services.

Ignorance on the part of the Proposer will in no way relieve the Proposer from responsibility.

The Proposer shall also be familiar with and comply with MDX policies, guidelines and manuals applicable to the Contract or payment for Services thereof, including the MDX Code of Ethics and the MDX Procurement Policy, including the Section entitled Contract Performance Evaluation Policy.

9.15.1 Preservation of Cultural and Natural Resources.

If awarded the Contract for the Services covered by this solicitation, the Consultant and all Subconsultants and Subcontractors shall comply with all applicable laws and regulations pertaining to the preservation of cultural resources, natural resources, and the environmental regulations as issued by all of the governmental authorities.

9.15.2 MDX Procurement Policy:

All respondents to MDX procurements and all consultants and contractors under contract with MDX are required to be in compliance, at all times, with the applicable procurement and contract documents and the MDX Procurement Policy, as amended. The current MDX Procurement Policy can be found on MDX's website at www.mdx-way.com or by contacting the MDX Procurement Office.

9.15.3 Florida Products and Labor

The Consultant shall comply with Section 255.04, Fla. Stat., which requires that for public building contracts, Florida products and labor shall be used whenever prices and quality are equal.

9.15.4 Public Records

The Consultant shall allow public access to all documents, papers, letters, or other material, subject to the applicable provisions of Chapter 119, Fla. Stat., and made or received by the Consultant in conjunction with the Agreement. Failure by the Consultant to grant such public access shall be grounds for immediate unilateral cancellation of the Agreement by MDX.

9.15.5 Unauthorized Aliens

MDX shall consider the employment by the Consultant of unauthorized aliens a violation of Section 274(e) of the Immigration and Nationalization Act. Such violation shall be cause for unilateral cancellation of the Contract.

9.16 Public Release of Information

The Consultant shall make no statements, press releases, or publicity releases concerning the Agreement, the Services, the subject matter, or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with the Contract Documents or the Agreement, or any particulars thereof, during the period of the Agreement, without MDX's written consent.

9.17 Interest Provisions

Any monies not paid when due to either party under this Agreement shall not bear interest, except as may be required by Section 215.422(3)(b), Fla. Stat., as amended.

9.18 Cancellation Privileges

The performance by MDX of any of its obligations under the Solicitation Documents, and the subsequent Contract, will be subject to and contingent upon the availability of monies lawfully appropriated for such purposes. If MDX deems at any time during the term of the Solicitation Documents or the Contract that monies lawfully applicable to the Solicitation Documents or the Contract shall not be available for the remainder of this term, or that for cause the Contract shall be canceled, MDX shall notify the Proposers/Consultant in writing, with instructions as to the effective date of cancellation, whereupon the obligations of the parties herein shall end and the Solicitation Documents or the Contract shall be considered canceled by mutual consent.

9.19 Use of MDX Logo/Symbol

The use of the MDX logo and/or any symbol registered by MDX is strictly prohibited by MDX. Therefore, neither the MDX logo nor any symbol registered by MDX shall be copied or otherwise utilized by any Proposer in its Proposal or in any other documentation. If any Proposer violates such prohibition against the utilization of the MDX logo and/or any other registered symbol of MDX, MDX, at its sole discretion, may: (1) seek legal action against such Proposer; and/or (2) deem the Proposer's Proposal non-responsive.

9.20 Miscellaneous

All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

There are no understandings or agreements except as herein expressly stated.

The Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for all court proceedings shall be Miami-Dade County, Florida. The Consultant agrees to waive its right to a jury trial.

In the event that a court of valid jurisdiction finally determines that any provision of the Contract is illegal or unenforceable, the Contract shall be construed as not containing

such provision, and all other provisions that are otherwise lawful shall remain in full force and effect, and to this end the provisions of the Agreement are declared to be severable.

Failure to capitalize any defined term in the Solicitation Documents and Contract Documents shall not change the meaning of the defined term when used in such documents.

It is specifically agreed between the parties executing the Contract that it is not intended by any of the provisions of any part of the Contract to create in the public or any member thereof, a third-party beneficiary hereunder, or to authorize anyone not a party to the Contract to maintain a suit for personal injuries, bodily injury or property damage pursuant to the terms or provisions of the Contract.

The Consultant guarantees the payment of all just claims for materials, supplies, tools or labor and other just claims against it or any Subconsultant or Subcontractor, in connection with the Contract.

10.0 Pre-Qualification Criteria and Additional Submittal Requirements

10.1 Pre-qualification Criteria

In order to be considered responsive, Proposers shall, at a minimum, demonstrate compliance with the following Pre-Qualification Criteria in their Proposal. All requested documentation and/or information shall be provided in the Proposal to confirm that the Proposer has satisfied the Pre-qualification Criteria in order to be properly evaluated as listed herein. Proposers failing to meet these requirements shall be deemed non responsive:

The Proposer and/or its Subconsultants and Subcontractors shall, at the time of Proposal submittal, time of award, and throughout the duration of the Contract, continue to meet the following Pre-qualification Criteria requirements as stated in the Solicitation Documents.

1. The Consultant shall be pre-qualified pursuant to Rule 14-75 of the Florida Administrative Code (F.A.C) as detailed below:
 - Sub-Category 3.1 Minor Highway Design
2. The Prime Consultant's Design Project Manager shall have a minimum of five (5) years specific experience in providing Roadway Design Services.
3. The Consultant shall have a minimum of three (3) years specific experience in Providing Consulting Services as described herein.

4. The Consultant shall be currently certified as CBEs with Miami Dade County, and its subconsultant/Subcontractors shall be certified as CBE, SBE or ME depending on the Services to be provided.
5. The Proposer shall execute a Small Business Commitment Statement stating that the Proposer shall satisfy a minimum of **one hundred percent (100%)** Small Business Participation Requirement for the Contract in compliance with MDX's Small Business Participation Policy.

In addition the Proposer shall provide evidence that the Small Business(es) identified in the Proposal, to be utilized to meet the Small Business Requirement for the Contract, are currently certified pursuant to Miami-Dade County's Community Business Enterprise ("CBE"), Small Business Enterprise (SBE), and/or Micro Enterprise (ME) Programs (as may be required for the Services).

Please refer to the section herein entitled **Small Business Participation Requirements** for details.

10.2 Additional Pre-qualification Criteria

In addition, to the above requirements the Consultant and/or Subconsultant that will be performing the applicable Work shall also be pre-qualified with the categories below as deemed necessary for each Task Authorization. Consultants will not be deemed non responsive if prequalification documentation is not submitted with Proposal for the below categories. However, prior to the commencement of Work under the categories below, the Consultant and/or Subconsultant/Subcontractor shall provide documentation to MDX meeting these pre-qualification requirements:

- Sub-Category 4.1 Minor Bridge Design
- Sub-Category 6.1 Traffic Engineering Studies
- Sub-Category 7.1 Signing, Pavement Marking and Channelization
- Sub-Category 7.2 Lighting
- Sub-Category 8.1 Control Surveying
- Sub-Category 8.2 Design, Right-of-Way, and Construction Survey
- Sub-Category 9.1 Soil Exploration
- Sub-Category 14 Architect
- Sub-Category 15 Landscape Architect

If the Proposer shall subcontract for some of the classifications of work listed above, the Proposer shall identify those classifications of work that will be performed by the Proposer or those that will be subcontracted.

10.3 Additional Submittal Requirements

Proposers shall submit the following documentation, however Proposers will not be deemed non-responsive for not demonstrating compliance with the following requirements in their Proposal. MDX shall have no duty or requirement or obligation to seek from the Proposers documents required to comply with the requirements below, but reserves the right to obtain from Proposers, prior to the meeting of the TEC, documents to satisfy the following requirements and thereby deem the Proposer responsive. Proposers shall be deemed non-responsive if not able to meet the following requirements upon further request from MDX. Please be advised that Proposals that are complete are favorable to MDX.

a. Transacting Business in the State of Florida

All Proposers shall be in good standing with and qualified to do business in the State of Florida. This information will be verified. Furthermore, it is the responsibility of the Proposer to confirm that all of its Subconsultants and Subcontractors, are also in good standing and qualified to do business in the State of Florida.

Firms not currently registered in the State of Florida shall provide documentation with their Proposal demonstrating that an application has been submitted to the Florida Department of State Division of Corporations. MDX shall not execute a contract if the Successful Proposer is not registered and in good standing to do business in the State of Florida.

b. Administrative Package for Professional Services

MDX has developed an Administrative Package of required forms/ documentation to be completed and turned in by the Proposer, as applicable.

11.0 Equal Employment Opportunities

The Miami-Dade Expressway Authority prohibits discrimination on the basis of race, color, sex, age, national origin, religion, and disability or handicap in accordance with the Provisions of Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e et seq., the Florida Civil Rights Act of 1992, as amended, § 760.10 et seq., Fla. Stat., and other Federal and state discrimination statutes. MDX notifies all Proposers and individuals that it requires and encourages equal employment opportunities for minorities and women.

MDX strongly supports disadvantaged, small, minority and women owned businesses having full opportunity to submit Proposals in response to this solicitation and commits that Proposers will not be discriminated against on the basis of sex, race, color, national origin, religion or disability, or other protected status. The overall goal of MDX is to obtain a SB participation of one hundred percent (100%) for the aggregate of its projects ("Overall Participation Goal").

The Overall Participation Goal may be satisfied by CBE, SBE, CSBE or ME that are currently certified as such with the State or Miami-Dade County. Satisfaction of the Small Business Participation Requirement for the Contract will be counted toward the Overall Participation Goal.

In addition, MDX has adopted a Small Business Participation Policy, which requires Small Business participation in all of its contracts. Please refer to the section herein entitled **Small Business Participation Requirements** for the Small Business Participation Requirements for the Contract.

12.0 Small Business Participation Requirements

This Contract has been Set Aside to certified Small Businesses as defined in the MDX Small Business Policy. The Consultant shall be certified by Miami-Dade County as a Community Business Enterprise (“CBE”) at the time of Proposal submittal. The Consultant may subcontract with other firms that are also certified by Miami-Dade County as either Community Business Enterprise (“CBE”), Small Business Enterprise (SBE), or Micro Enterprise (ME) depending on the Services to be provided by that firm. This allowance is intended to address specialty work for which certified SB’s may not be available. One hundred percent (100%) of the Services shall be performed by certified Small Businesses.

This requirement is met by utilization of firms certified pursuant to Miami-Dade County’s Community Business Enterprise (“CBE”), Small Business Enterprise (SBE), and/or Micro Enterprise (ME) Programs as may be required for the Services.

The Consultant shall self-perform **fifteen percent (15%)** of the Services. MDX shall allow Subconsultants/ Subcontractors to perform up to **eighty five percent (85%)** of the Services under this Contract in order for the Proposer to meet all prequalification requirements of the Services.

Compliance with the SB Requirement is mandatory and all Proposers shall be required to satisfy the SB Requirement. Proposers failing to meet this requirement shall be deemed non-responsive.

Any commitment to Small Business participation for the Services shall be a contractual requirement of the Proposer and will be enforced in accordance with the provisions of the Contract Documents and the MDX Small Business Policy.

ACHIEVEMENT OF THE SB PARTICIPATION REQUIREMENT THROUGHOUT THE TERM OF THE CONTRACT WILL BE ADMINISTERED AS DETAILED IN THE CONTRACT. PLEASE BE AWARE THAT PENALTIES SHALL BE APPLIED AND POSSIBLE CONTRACT TERMINATION MAY BE EXERCISED BY MDX FOR NON-COMPLIANCE OF THE SB PARTICIPATION REQUIREMENT.

Please note that within the context of this Solicitation Document, when the term Small Business or SB is used, it is intended to include all firms certified pursuant to Miami-Dade County CBE, SBE, and ME Programs.

12.1 Good Faith Efforts

Not Applicable to this Solicitation.

12.2 Small Business Participation Bonus

Not Applicable to this Solicitation.

12.3 Other Small Business Participation Requirements

12.3.1 Documentation to be Submitted With the Proposal:

The Small Business Requirement shall be satisfied by submitting a Small Business Commitment Statement committing to assignment of Services valued at minimum one hundred percent (100%) of the Consultant's Negotiated Contract amount to SB certified firms. Proposers shall provide the following documentation as part of the Proposal:

- a. **The Small Business Commitment Letter**, signed by an officer or other authorized representative of a Proposer, which specifically commits the Proposer to meet the Small Business Requirement.
- b. Evidence that the Small Business(es) identified in the Proposal to be utilized in the Contract, are currently certified pursuant to Miami-Dade County's SB Programs, as applicable.
- c. A list of Small Businesses as provided on the Prime and Subcontractor/Subconsultant Information Statement.

12.3.2 Documentation Prior to Contract Execution

The following documentation shall be submitted by the Successful Proposer upon Contract negotiations and prior to Contract Execution:

1. The Small Business Participation Statement identifying all Small Businesses to be utilized in the Contract, the services each will perform, and the dollar value of such services;
2. The Small Business Utilization Report which shall be used as a basis to monitor the Consultants utilization of SB's throughout the term of the Contract and shall indicate when, in the duration of the Contract, Proposers propose to utilize the Small Businesses. It is important to MDX that Small Businesses be provided work throughout the duration of the Contract, whenever possible, and particularly at the beginning of the Contract, as opposed to the end of the Contract.

The Small Business Utilization Report shall break down the Small Business utilization per year including information as to the type of work that the Small Business will provide, the amount of money to be paid to the Small Business, and the type of certification(s) of each of the Small Businesses, as determined by either the State or Miami-Dade County. This Report is to be utilized to meet the proposed Small Business participation to be provided for the Project. This form may be found on the MDX website under Procurement Forms

12.3.3 Restrictions

Pursuant to the MDX Small Business Participation Policy, the following restrictions apply to the utilization of Small Businesses. Consultants shall not receive consideration toward meeting the Small Business Requirement if any of the following restrictions are included in their Proposal, unless prior approval has been received from MDX as consistent with normal industry practice as may be applicable.

- Assignment of Services to Small Business(es) for acting essentially as a conduit to transfer funds to a non-Small Businesses;
- Assignment of Services to Small Business(es) who subcontract Services further to non-Small Business(es);
- Assignment of Services to Small Business(es) for which Services the Small Business is not certified to perform under the SB Program;
- Assignment of Services to Small Business(es) that do not serve as Commercially Useful Functions under the MDX Small Business Participation Policy;

13.0 Indemnification and Liability Insurance Requirements

13.1 Indemnification

The Consultant shall be required to defend (if allowed by law), indemnify and hold harmless, Owner ("MDX"), and all of Owner's Officers, Agents, Employees, and Successors from any claim, loss, damage, cost, charge, judgment or expense, to the extent arising out of any negligence, recklessness, or intentionally wrongful conduct by the Consultant, its agents, employees, or Subconsultants, or Subcontractors during the performance of the Contract, whether direct or indirect, and whether to any person or property to which Owner or said parties may be subject.

The Consultant shall also be required to defend (if allowed by law), indemnify and hold harmless, the Florida Department of Transportation (in its capacity as titleholder of the MDX System) ("FDOT") and all of FDOT's Officers, Agents, Employees, and Successors

from any claim, loss, damage, cost, charge, judgment or expense, to the extent arising out of any negligence, recklessness, or intentionally wrongful conduct by the Consultant, its agents, employees, or Subconsultants or Subcontractors during the performance of the Contract, whether direct or indirect, and whether to any person or property to which Owner or said parties may be subject.

The Consultant's obligation to defend (if allowed by law), and indemnify the Owner or FDOT shall be triggered by Owner's notice of claim for indemnification to the Consultant. The Consultant's inability to evaluate liability or its evaluation of liability shall not excuse the Consultant's duty to indemnify within seven (7) days after such notice by Owner is given by registered mail.

Only an adjudication of judgment after the highest appeal is exhausted specifically finding Owner solely negligent shall excuse performance of this provision by the Consultant with respect to indemnification of the Owner. The Consultant shall pay all costs and fees related to this obligation and its enforcement by Owner. Owner's failure to notify the Consultant of a claim shall not release the Consultant of the above duty to indemnify.

The Consultant shall provide written evidence that a complete copy of the Solicitation Documents, and any resulting Contract, has been delivered to the insurance company underwriting each insurance policy herein required of the Consultant.

It is specifically agreed between the parties executing the Contract that it is not intended by any of the provisions of any part of the Contract to create in the public or any member thereof, a third-party beneficiary hereunder, or to authorize anyone not a party to the Contract to maintain a suit for personal injuries, bodily injury or property damage pursuant to the terms or provisions of the Contract.

The Consultant guarantees the payment of all just claims for materials, supplies, tools or labor and other just claims against it or any Subconsultant or Subcontractor, in connection with the Contract. The Owner's final acceptance and payment does not release the Payment and Performance Bonds until all such claims are paid or released (as applicable).

The parties agree that one (1) percent of the total compensation to the Consultant for performance of this Agreement is the specific consideration from Owner to the Consultant for the Consultant's indemnity agreements.

13.2 Liability Insurance Requirements

The Consultant shall be required to comply with the liability insurance requirements as set forth in the exhibit attached herein entitled **Insurance Requirements**, prior to commencement of any Services in connection with any contract resulting from this solicitation

Proposers shall acknowledge the Insurance Requirements Statement provided in the

Administrative Package. A certificate of insurance is only required from the Consultant upon Contract Execution. Please note that MDX will not issue a NTP if the Consultant has not met all insurance requirements.

14.0 Proposal Format and Submittal Requirements

IT IS THE RESPONSIBILITY OF THE PROPOSER TO ENSURE THAT THE PROPOSAL BEING SUBMITTED IS COMPLETE, INCLUSIVE OF ADDRESSING ALL OF THE REQUIREMENTS AND EVALUATION CRITERIA HEREIN.

14.1 Proposal Format

Each Proposer shall prepare a Proposal to incorporate the following sections of requested information. The Proposal shall contain, at minimum, the following required information in the following order:

1. Cover Page and Contact Information

The Cover Page shall include the MDX Procurement/Contract No., MDX Work Program No., and the Project/Service Title. Identify the Proposer authorized by law to render the services (as registered with the State of Florida Division of Corporations) and provide the Federal Employer Identification Number (FEIN). In addition, the Proposer shall include the name of an authorized signatory, (with authority to legally bind the Consultant), title, mailing address, phone number, fax number and Internet e-mail address.

The Proposer shall identify one person of authority that will receive all notifications from and will be contacted directly by MDX as needed in reference to this Procurement. Cover Page and Contact information shall be limited to one (1) 8-1/2" x 11" page.

2. General Description -

The Proposer shall provide a narrative limited to fifteen (15) 8-1/2"x11"pages addressing the following Evaluation Criteria as outlined below and as described in further detail in the section herein entitled **Evaluation Criteria**:

A. Technical Criteria

- Understanding the Scope of Services
- Understanding of Project Issues
- Approach to Project issues
- Approach to Project Process
- Responsible Office

B. Qualifications and Experience

- Project Management Approach
- Control of Project Schedule
- Control of Budget
- Quality Control Process
- Team Approach
- Current Workload

C. Project Staffing

- Staffing Quality and Availability
- Staffing Experience

3. **Appendices:**

a. **Organizational Chart and Qualification Matrix:**

This shall combine the Consultant's organizational chart and provide the Consultant and the Subconsultants/ Subcontractors qualifications in the work classes and work groups advertised. The one (1) page organizational chart and qualification matrix shall also identify the name, title, job classification and availability of each KEY staff member.

b. **Resumes:**

Provide one (1) page resumes for all proposed personnel on the Proposer's team that will be assigned to the Contract to meet the requirements of the Solicitation Documents. The resume shall concentrate on the person's experience and qualifications as it relates to the requirements for the Project. Information on resumes shall contain comprehensive data that is easily verifiable.

PLEASE NOTE THAT RESUMES THAT EXCEED THE ONE (1) PAGE LIMITATION WILL ONLY BE EVALUATED ON THEIR FIRST PAGE. ANY INFORMATION SUBMITTED BEYOND THIS LIMITATION WILL NOT BE ELIGIBLE FOR EVALUATION AND HENCE WILL NOT BE SCORED.

c. **Required Documentation:**

Please include the Administrative Package for Design-Build Projects; Part A-Technical Proposal Package; all pre-qualification documents; licenses; permits; certification forms; exhibits; reference letters and any other information required in the Solicitation Documents.

d. **Personnel References:**

Proposers shall submit references for proposed key personnel supporting the required years of experience from three (3) governmental clients (if available) to whom the Proposer has served in a similar capacity, as requested in this Solicitation, during the past six (6) years.

Please refer to the attached exhibit herein entitled **Reference Verification Information Form** for the format for the above requested information.

14.2 Proposal Submittal Requirements

Proposals shall be limited to fifteen (15) 8-1/2"x11"pages, excluding Cover Letter and Contact Information and Appendices.

PLEASE NOTE THAT PROPOSALS THAT EXCEED THE FIFTEEN (15) PAGE LIMITATION WILL ONLY BE EVALUATED ON THE FIRST FIFTEEN (15) PAGES OF THE PROPOSAL. ANY INFORMATION SUBMITTED BEYOND THIS LIMITATION WILL NOT BE ELIGIBLE FOR EVALUATION.

All Proposals must be typed and should not include company brochures. Furthermore, all Proposers are strongly encouraged to implement the utilization of recycled paper and submit double-sided printed copies of their Proposals.

Foldout pages up to 11" X 17" in size may be used, in the General Description section of the Proposal. However, they may only be used for graphics to illustrate concepts and are limited to three (3) pages out of the fifteen page limitation. Foldout pages up to 11" X 17" in size may be used in other sections of the Proposal as may be necessary.

Type size shall be no less than an 11-point Arial font. The Proposal should be indexed and all pages sequentially numbered. Bindings and covers should be provided at the Proposer's discretion.

THE ADMINISTRATIVE PACKAGE SHALL BE SUBMITTED IN THE PROPOSAL AND MUST BE SIGNED AND DATED IN BLUE INK BY A REPRESENTATIVE OF THE PROPOSER WHO IS AUTHORIZED EITHER BY POSITION OR BY CORPORATE RESOLUTION TO CONTRACTUALLY BIND THE CONSULTANT IN ALL ASPECTS OF THE PROPOSAL. THE ADMINISTRATIVE PACKAGE SHALL BECOME A PART OF THE CONTRACT DOCUMENTS.

Proposers shall submit an unbound original, and ten (10) bound copies [a total of eleven (11) sets] of the Proposal. In addition, an electronic copy on a CD in PDF format of the entire Proposal inclusive of appendices shall be submitted. The Proposal marked "Original" shall include originals of the Administrative Package-

Proposals shall be submitted in a sealed packet with the MDX Procurement/ Contract

No., MDX Project/Service Title, and name of the MDX Contact Person on the front.

Proposals will be received until the date and time shown in the section herein entitled **Schedule of Events**. Proposals received after that date and time shall not be considered. Prior to the Proposal submittal deadline, hand-carried Proposals shall be delivered to the contact person to the address specified in the section herein entitled **Contact for this Solicitation** between the hours of 8:00 am and 5:00 pm only, Monday through Friday, excluding holidays observed by MDX. However, on the deadline date, Proposals must be received by the submittal due time as specified in the section herein entitled **Schedule of Events**.

Proposers are responsible for informing any commercial delivery service, if used, of all delivery requirements including submittal deadline and ensuring that the required address information appears on the outer wrapper or envelope used by such service. No e-mailed or faxed Proposals shall be accepted.

By submittal of a Proposal the Proposer acknowledges that the information contained in the Proposal is accurate and complete. The Proposer also agrees that failure to submit the properly executed and/or completed Administrative Package and other required documentation as required by the Solicitation Documents shall not relieve the Proposer from the intended requirement or from submission of the properly completed information.

15.0 Modification, Re-Submittal and Withdrawal of Proposals

Proposers may modify or withdraw previously submitted Proposals at any time prior to the submittal deadline shown in the section herein entitled **Schedule of Events**. Requests for modification or withdrawal of a submitted Proposal shall be in writing and shall be signed by the same individual who signed the Proposal.

Upon receipt and acceptance of such a request by MDX, the entire Proposal shall be returned to the Proposer and shall not be considered unless re-submitted by the submittal deadline shown in the section herein entitled **Schedule of Events**. Negligence on the part of the Proposer in preparing the Proposal confers no right for withdrawal of the Proposal after the due date. In this case, return of the Proposal shall be at MDX's sole discretion.

16.0 Right To Reject Proposals

16.1 General

MDX, at its sole and absolute discretion, reserves the right to reject any or all Proposals or part of any and all Proposals; waive irregularities in the Solicitation Documents or in the Proposals received as part of this Solicitation Document; or to withdraw the Solicitation Documents, if it is in the best interest of MDX. MDX also reserves the right to make an award without further discussion of the Proposals submitted.

16.2 Responsiveness of the Proposals and Disqualification

A responsive Proposal is an offer, which complies with and conforms to the requirements of the Solicitation Documents. Proposals which, in the opinion of MDX, are non-responsive may be rejected. Proposals requiring changes to any portion of the Solicitation Documents shall be considered non-responsive.

Proposals failing to comply with Exhibit A, Scope of Services and other criteria outlined in the Solicitation Documents shall be deemed non-responsive. Proposals may be rejected if found to be conditional, irregular, incomplete or not in conformance with the requirements and instructions contained herein.

A Proposal may be found to be irregular or non-responsive for reasons including, but not limited to, failure to strictly comply with and satisfactorily address all requirements of the Solicitation Documents, failure to submit the information needed to evaluate the Proposal based on the Evaluation Criteria, failure to provide or complete the required Administrative Package, conditional Proposals, incomplete Proposals, indefinite or ambiguous Proposals and improper and/or undated signatures. Proposals that do not include the required documents may be deemed non-responsive and may not be considered for Contract Award.

16.3 Conditions Causing Disqualification of Proposals

Other conditions, which shall cause rejection of the Proposal, include, but are not limited to, an individual firm, partnership, corporation or combination thereof, under the same or different names submitting (as the Proposer) more than one Proposal, or evidence of collusion among Proposers. Such duplicate interest shall cause the rejection of all Proposals in which such Proposer has participated.

Additionally, obvious lack of experience or expertise to perform the Services, failure to perform or meet financial obligations for previous contracts, evidence that a Proposer has a financial interest in another Proposer seeking to perform the Services under the Solicitation Documents (any such affected Proposals would be rejected in that event), falsification of any Administrative Package required by MDX, or employment of unauthorized aliens in violation of Section 274A(e) of the Immigration and Naturalization Act.

No Proposal will be accepted from a Proposer who does not hold currently valid and appropriate local, state and federal permits, certifications and/or licenses necessary to perform the Services.

Proposers must select between submitting as the Proposer or as a Subconsultant/Subcontractor when responding to a specific solicitation. Proposers electing to submit as the Proposer may only respond once to a solicitation, limited to participation on a single team. If submitting as the Proposer, your firm may not participate as a Subconsultant/Subcontractor on the same solicitation. However, Subconsultants and Subcontractors may team up with more than one Proposer in submitting a Proposal for

the Services.

Please be advised that in the event a Proposer or Subconsultant/Subcontractor fails to adhere to the restrictions as stated herein, then all affected Proposals shall be found non-responsive.

16.4 Waivers

MDX, at its sole and absolute discretion, reserves the right to waive minor informalities or irregularities in the Proposal or in the submittals received as part of the Proposal; where such is merely a matter of form, and not substance, and the correction or waiver of which is not prejudicial to other Proposers.

Minor irregularities are defined as those that will not have an adverse effect on MDX's interest and will not give a Proposer an advantage or benefit not enjoyed by other Proposers.

17.0 Proposal Evaluation Process

Each Proposer shall submit a written Proposal in response to the Solicitation Documents. The Proposal shall include sufficient information to enable MDX to evaluate the capability of the Proposer or team of firms, to perform the Services. At a minimum, the Proposal shall include the items required in the section herein entitled **Proposal Format and Submittal Requirements**. In addition the Proposal shall meet all of the Pre-Qualification Requirements and Evaluation Criteria of the Solicitation Documents.

MDX shall determine the most qualified Consultant to perform the Services based upon the Proposer's demonstrated experience and capabilities. The Proposer shall identify the necessary experienced personnel and facilities to perform the Services.

17.1 Proposal Evaluation

Each member of the Technical Evaluation Committee ("TEC") shall receive a copy of each Proposal submitted. The Proposals shall be independently reviewed and evaluated by each TEC Member using the evaluation criteria set forth in the section herein entitled **Proposal Evaluation Criteria**. Each criterion has an established maximum point value.

The TEC may determine to request oral interviews or submit written questions to the Proposers for written responses. One or more meetings of the TEC will then be scheduled in order for the TEC Members to discuss and finalize the evaluations.

For either alternative, these questions may be general in nature and/or specific to each individual Proposal. The purpose of the questions is to enable the evaluators to seek clarification from Proposers and/or assist in the scoring of the Proposals. In addition, responses to these questions whether oral or written shall become part of the Proposal. However, no material change to the submitted Proposal shall be accepted in

response to these questions and no additional points shall be awarded to the Proposers.

Neither the oral interviews nor the written questions are necessary to finalize the evaluation of the Proposal and will only be exercised at the sole discretion of MDX.

Should written responses to question be required, MDX will provide a due date for the responses. Should oral interviews be required, MDX will provide further details as to date, time and format.

The scores provided by each TEC member will be totaled to arrive at the Technical Scores. Should there be a tie, the Proposer with the highest total score for the Proposal Evaluation Criteria 1 entitled **Personnel and Staffing Plan** shall be ranked higher. If the tie remains, the same process will be implemented with Criteria 2 and so forth until the tie is broken.

FIRMS THAT DO NOT PROVIDE THE REQUIRED INFORMATION AND/OR DOCUMENTATION TO ADDRESS THE REQUIREMENTS DESCRIBED HEREIN SHALL NOT BE ELIGIBLE FOR EVALUATION.

17.2 Final Selection

The final ranking based on the Technical Score will be presented to the MDX Operations Committee to endorse to the MDX Board for approval, along with a recommendation that contract negotiation be commenced with the highest-ranked Proposer.

18.0 Proposal Evaluation Criteria

The Proposal will be reviewed, evaluated and scored by the TEC using the Evaluation Criteria as described below. Also, the TEC may consider past performance evaluations completed by MDX, Miami-Dade County and/or FDOT in its evaluation of each Proposal.

The Proposals will be evaluated and scored utilizing the following Evaluation Criteria (100 POINTS MAXIMUM):

- A. Technical Criteria 45 Points**
- 1. Understanding of the Scope of services.....5 Points
 - 2. Understanding of Project Issues.....15 Points
 - 3. Approach to Project Issues.....10 Points
 - 4. Approach to Project Process.....10 Points
 - 5. Responsible Office.....5 Points
- B. Qualifications and Experience 35 Points**
- 1. Project Management Approach.....10 Points
 - 2. Control of Project Schedule.....5 Points
 - 3. Control of Budget.....5 Points

4. Quality Control Process.....	10 Points
5. Team Approach.....	5 Points
C. Project Staffing	20 Points
1. Staffing Quality and Availability.....	10 Points
2. Staffing Experience.....	10 Points
Total.....	100 Points

The following are a description of the each of the above referenced items:

A. Technical Criteria

Credit will be given for presenting a comprehensive plan for completing the specified work. The plan should address all significant design and construction issues and constraints related to Minor Highway and Bridge Projects and should demonstrate efficient use of manpower, materials, equipment, construction schemes, and techniques for completing the Project. Credit will be given for innovative concepts which are accepted by MDX. As such, all concepts shall conform to the requirements of the Solicitation Documents and are submitted by the Proposer at its own risk.

Specifically the following areas will be evaluated as part of the Technical Criteria:

1. Understanding of Scope of Services

The Consultant should demonstrate their understanding of the Scope of Services regarding the plans preparation criteria, specific scope criteria and other related project services.

2. Understanding of Project Issues

The Consultant should clearly define key contract/project related issues as it relates to potential work assigned pursuant to the list of projects provided in Exhibit A, Scope of Service. The Consultant shall present and detail clearly its approach to and understanding of the Project. The Technical Proposal shall include sufficient information to enable MDX to evaluate the capability of the Proposer to provide the Work for the Project.

3. Approach to Project Issues

The Consultant should address project issues as it relates to potential work assigned pursuant to the list of projects provided in Exhibit A, Scope of Services and present suitable solutions. The Technical Proposal shall clearly address the constructability issues and safety concerns related to construction in the vicinity of adjacent projects as well as the existing utilities

4. Approach to Project Process

The Consultant should describe the process that the consultant will take to deliver a complete project. Identify specific processes and milestones that will be important to the project as it relates to potential work assigned pursuant to the list of projects provided in Exhibit A, Scope of Services.

The Technical Proposal shall clearly detail and present the Proposer's approach to all required permitting issues, including but not limited to, construction, drainage, environmental permits, etc., relative to the applicable agency(ies) and entity(ies), e.g. Department of Environmental Resources Management ("DERM"), South Florida Water Management District (SFWMD), Florida Department of Transportation (FDOT), Florida's Turnpike Enterprise (FTE), Florida Power and Light (FPL), etc.

5. Responsible Office

The Consultant may have more than one office location. The office assigned responsibility for the Work shall be identified in the Technical Proposal. If different elements of the Work will be done at different locations, those locations shall be listed. The Consultant shall have a full-service operational office located in Miami-Dade County at the time the Notice to Proceed is issued.

B. Qualifications and Experience

1. Project Management Approach

The Consultant should clearly describe the project manager's role, their methodology, and style of project management to successfully deliver the project. The Consultant should describe the general plan for meeting the management requirements of the Project. Include a description of the proposed methods for planning, organizing, scheduling, controlling and coordinating the total design project as it relates to potential work assigned pursuant to the list of projects provided in Exhibit A, Scope of Services .

2. Control of Project Schedules

The Consultant should propose strategies for controlling the project schedule. The project schedule shall include all anticipated major milestones and their associated phasing with other activities project as it relates to potential work assigned pursuant to the list of projects provided in Exhibit A, Scope of Services .

In developing a generic schedule allow three (3) weeks review time for MDX. This applies to phase reviews as well as typical section packages, pavement design reports, geotechnical reports, drainage reports, and any other document requiring approval from MDX.

3. Control of Budget

The Consultant should propose strategies for controlling the project budget (design and construction) project as it relates to potential work assigned pursuant to the list of projects provided in Exhibit A, Scope of Services .

4. Quality Control Process

The Consultant should clearly present their quality control process integrated with the design effort. The Consultant should describe a Quality Assurance/Quality Control (QA/QC) Plan for the Work, including design, construction, coordination, implementation and completion of the Project project as it relates to potential work assigned pursuant to the list of projects provided in Exhibit A, Scope of Services. The Consultant should explain the QA/QC Plan and the plan for any of its Subconsultants, namely the policies and procedures used to assure complete and accurate documents.

5. Team Approach

The Consultant should clearly describe the inter-relationship between the Consultant and Subconsultants. Indicate the extent of the relationship whether new or established, and the reason for team selection. Discuss previous Consultant/Subconsultant experience on similar projects.

C. Project Staffing

1. Staffing Quality and Availability

The Consultant should clearly describe identify staffing quality and availability. The Consultant shall provide a staffing chart that identifies the name, title and job classification of each key staff member for each member of the team. The staffing chart should be one (1) page and will contribute to the Technical Proposal page limitation.

2. Staffing Experience

The Consultant should clearly describe the staff experience working on similar miscellaneous design projects and in particular projects on limited access and toll facilities.

19.0 Notification of Selection Results and Contract Negotiations

19.1 Notification of Selection Results

Once the MDX Board makes its decision on final selection, a Notice of Award shall be posted on the MDX website at www.mdxway.com showing the selection/award results

and the Selected Consultant and issued to all Proposers. At that time, contract negotiation and verification for the Contract will begin with the Consultant.

Proposals submitted in response to the Solicitation Documents will be available for public inspection ten (10) days after opening of the Proposals, or after the MDX Board takes final action on the selection of a Consultant under this Solicitation, whichever is earlier, in compliance with Chapter 119, Florida Statutes, commonly referred to as the "Public Records Act." For purposes of this provision, the opening of the Proposals is considered when the Technical Evaluation Committee ("TEC") meets to evaluate the Proposals.

19.2 Contract Negotiations

Unless all Proposals are rejected, MDX shall negotiate fair and reasonable compensation and other Contract terms with the selected Consultant. Should the negotiations fail, MDX may terminate negotiations with the Consultant, documenting the reason for rejection and initiate negotiations with the next highest-ranked Proposer. Should MDX be unable to negotiate a contract with said Proposer, the aforementioned procedure will be initiated with the next highest-ranked Proposer. Should MDX be unable to negotiate a satisfactory contract with any of the selected Proposers, MDX retains the right to re-solicit the Services.

The negotiated contract shall include compensation, which MDX determines is fair, competitive and reasonable considering the scope and complexity of the Services.

Once the Contract negotiations and verification have been completed, the Contract will be presented to the MDX Board for final approval and execution of the Contract.

20.0 Contract Execution

20.1 Execution of Contract Between MDX and Consultant

THE MDX Board or delegate will approve preparation and execution of the Contract with the Consultant.

The Consultant shall execute all required forms of the Contract Documents and return them within ten (10) Calendar Days of the receipt of the Contract or as required by the Solicitation Documents.

Failure to return all forms correctly executed within ten (10) Calendar Days of the receipt of the Contract, without written extension by MDX otherwise, shall constitute an irregularity and may be deemed grounds, at MDX's option, for the deduction on a day-for-day basis from the time allotted for completion of the Services, Contract Award to the next-highest ranked Proposer, or re-solicitation.

If the Consultant is a firm or company owned by an individual, the Contract shall be executed in the name of the firm or company by the manual signature of the individual

or sole proprietor. If the firm is a partnership, the Contract shall be executed in the name of the partnership by the manual signature of the general partner.

If a corporation, the Contract shall be executed in the name of the corporation and shall bear the corporate seal and be signed by the President or the Vice-President. If a joint venture, the Contract shall be executed in the name of the joint venture and be signed by a person authorized to sign on behalf of the joint venture.

The Consultant shall have no contractual rights until the Contract has been executed by MDX and MDX will not be bound by any Proposal until all parties execute the Contract.

Once MDX has received and approved all required documents, MDX shall execute the Contract and issue a NTP

20.2 Audit and Examination of Proposal Records and Contract Records

MDX reserves the right (at any time and from time to time, for any reason whatsoever) to review, audit, copy, examine and investigate in any manner, any Proposal Records (as defined below) or Contract Records (as defined below) of the Proposer/Consultant, any Subconsultant or Subcontractor. By submitting a response to the Solicitation Documents, the Proposer or any Subconsultant or Subcontractor agrees to comply with the provisions of this section.

If MDX requests access to or review of any Proposal Records or Contract Records and the Proposer/Consultant refuses such access or review, the Proposer/Consultant shall be in default under its Contract with MDX, and such refusal shall, without any other or additional actions, constitute grounds for suspension or disqualification of the Proposer/Consultant.

This provision shall not be limited in any manner by the existence of any Consultant claims or pending litigation relating to the Contract. Disqualification or suspension of the Consultant for failure to comply with this section shall also preclude the Consultant from acting in the future as a Subconsultant/Subcontractor of another Consultant doing work for MDX during the period of disqualification or suspension.

Disqualification shall mean the Consultant is not eligible for and shall be precluded from doing future work for MDX until reinstated by MDX.

All individuals, corporations, companies, partnerships, joint ventures or any other business entities who submit a Proposal to MDX shall preserve all Proposal Records used in determining and submitting the Proposal for a period of three months after MDX awards the Contract.

The Successful Proposer ("Consultant") shall preserve all Proposal Records and Contract Records for the entire term of the Contract and for a period of three (3) years after the later of: (i) final acceptance of the Services by MDX (if applicable), Contract Term expiration or termination;; or, (ii) until all claims (if any) regarding the Contract are resolved.

Proposal Records shall include, but are not limited to, all information and data, whether in writing or stored on a computer, writings, working papers, computer printouts, charts or other data compilations that contain or reflect information, data or calculations used by a Proposer in determining labor, Unit Price (where applicable), or any material relating to the determination or application of equipment rates, home and field overhead rates, related time schedules, labor rates, efficiency or productivity factors, arithmetic extensions, quotations from Subconsultants/Subcontractors, material suppliers, profit contingencies and any manuals standard in the industry that may be used by a Proposer in preparing the Proposal or any other component of a Proposal submitted to MDX.

Contract Records shall include, but are not limited to, all information, communications and data, whether in writing or stored on a computer, CD, microfilm, writings, working papers, drafts, computer printouts, field notes, charts or any other data compilations, books of account, photographs, videotapes and audio tapes supporting documents, and any other papers or preserved data related to the Contract or the Consultant's performance of the Contract determined necessary by MDX for any purpose.

20.3 Coordination of Contract Documents

The Solicitation Document, Proposal, Scope of Services, and all supplementary documents are integral parts of the Contract and a requirement occurring in one is as binding as though occurring in all. They are intended to be complementary and to describe and provide for all Services. In case of discrepancy, the governing order of the Contract Documents shall be as follows:

1. Task Authorizations if applicable;
2. Any Supplemental Agreements to the Contract required to complete the Services;
3. Executed Contract;
4. Addenda (which pertain to the Contract Documents), in the event of conflicts in the Addenda, the most recent Addendum will govern;
5. Solicitation Documents;
6. Consultant's Proposal (including documentation accompanying the Proposal and any post-Proposal documentation submitted prior to the Notice of Award);
7. Notice to Proceed (for the Contract).

20.4 Errors and Omissions in Contract Documents

The Consultant shall not take advantage of any apparent errors and omissions, which the Consultant discovers in the Contract Documents but shall immediately, notify MDX of such discovery. MDX will make such corrections and interpretations, as MDX deems necessary to reflect the intent of the Contract Documents.

20.5 Payments to Consultants

The Consultant will be compensated for services satisfactorily performed under the Contract, based on the Method of Compensation, as negotiated by MDX and the Consultant.

20.6 Ownership of Documents

All documents submitted by the Proposer in response to the Solicitation Documents shall become the property of MDX and will not be returned to the Proposer. **MDX reserves the right to use any of the concepts or ideas within the Proposals, as MDX deems appropriate.**

As may be applicable all tracings, plans, specifications, electronic files, maps and/or reports prepared or obtained under the Contract Documents shall be considered works made for hire and shall become property of MDX without restriction or limitation on their use, and shall be made available to upon request by MDX at any time. The Consultant therefore agrees not to publish copyright or patent any of the data furnished in compliance with the Agreement. MDX shall have the right to visit the offices of the Consultant for review at any time.

The Consultant shall not be liable for use by MDX of said tracings, plans, specifications, documents, studies, or other data for any purpose other than intended by the terms of the Contract Documents.

All final plans, documents, reports, studies and other data prepared by the Consultant will bear the endorsement of a person in the full employ of the Consultant and duly registered in the appropriate professional category. After the Authority's acceptance of final plans and documents, the original set of Consultant's drawings, tracings, plans and maps will be provided to the Authority, along with one record set of fully size prints.

The Consultant shall signify, by affixing an endorsement (seal/signature, as appropriate) on every sheet of the record set, that the work shown on the endorsed sheets was produced by the Consultant. With the tracings and the records set of prints, the Consultant shall submit a final set of design computations endorsed by the Consultant (seal/signature, as appropriate) in a format to be specified by the Authority.

The Consultant shall not be liable for use by the Authority of said plans, documents, studies or other data for any purpose other than as intended by the terms of this Agreement.

20.7 Duration of Proposals

All Proposals shall remain open for acceptance by MDX for one hundred twenty (120) Calendar Days after the day of the opening of the Proposals. MDX reserves the right to reject any or all Proposals.

21.0 EXHIBITS

- Exhibit A: Scope of Services
- Exhibit B: Insurance Requirements
- Exhibit C: Administrative Package
- Exhibit D: Professional Services Agreement (in substantial form)
- Exhibit E: Reference Verification Information Form
- Exhibit F: Proposer Questions Template



MDX PROCUREMENT/CONTRACT NO.

RFQ-10-02

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N/A

MDX PROJECT/SERVICE TITLE

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EXHIBIT A

SCOPE OF SERVICES

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1 PURPOSE

The purpose of this Exhibit A is to describe the Scope of Services and the responsibilities of the CONSULTANT and MDX in connection with the design and preparation of a complete set of construction contract plans and special provisions, if necessary, for:

- Miscellaneous Design Services

The general objective is for the CONSULTANT to prepare a set of plans to be used in the construction of a project, and by MDX to ensure the project is built as designed and to specifications. Elements of Work shall include, but not be limited to: roadways, structures, toll facilities, pavement design, geotechnical activities, surveys, drainage, signing and pavement markings, signalization, lighting, utility relocation, landscaping, maintenance of traffic, architecture, cost estimates, environmental permits, environmental mitigation plans, quantity computation books, specification package(s), and all necessary incidental items for a complete Project.

The CONSULTANT shall investigate the Work assigned by Task Authorization and become familiar with all elements of the Contract Documents. The CONSULTANT shall use the Scope of Services and Design Criteria provided by MDX, and Section 2.19 herein (Provisions for Work), as the basis for the design of the project assigned pursuant to a Task Authorization, unless otherwise directed by MDX.

The Scope of Services establishes which items of work described in the Florida Department of Transportation (hereinafter referred to as the FDOT) Plans Preparation Manual(s) and other pertinent manuals to accomplish the Work are specifically included in the Contract, and also which of the items of Work will be the responsibility of the CONSULTANT or MDX.

The CONSULTANT shall be aware that as a project is developed, certain modifications and/or improvements to the original project concept may be required. The CONSULTANT is to incorporate these refinements into the design and will consider this effort to be an anticipated and integral part of the Work. This will not be a basis for any supplemental fee request(s).

The CONSULTANT shall demonstrate good project management practices while working on a project. These include communication with MDX and others as necessary, management of time and resources, and documentation. The CONSULTANT shall set up and maintain throughout the design of a project a contract file in accordance with MDX procedures. It shall be the CONSULTANT'S responsibility to utilize the very best engineering judgment, practices and principles possible during the prosecution of the work commissioned under the Contract.

2 PROJECT DESCRIPTION

Design Engineering services for miscellaneous MDX projects associated with the MDX Capital Improvements Program (CIP), Transportation Improvement Program (TIP), and the Restoration and Resurfacing (R&R) programs as well as any necessary emergency services.

Description of Work

The general design scope of work for these contracts is to prepare a complete set of construction plans and specifications for the various minor projects in the TIP, CIP and R&R Programs. Elements of Work shall include, but may not be limited to: roadway improvements, maintenance upgrades and rehabilitation, toll plaza renovations and retrofits, toll lane conversions and landscaping. Current candidate projects for the miscellaneous design services will be assigned as needed from the MDX Five Year Work Program revised every fiscal year starting July 1. Current candidate projects for the miscellaneous design services may include the following:

MDX PROCUREMENT/CONTRACT NO.: RFQ-10-02
MDX WORK PROGRAM NO.: N/A
MDX PROJECT/SERVICE TITLE: MISCELLANEOUS DESIGN CONSULTANT

83625	SR 836 Emergency Ramp
40027	Systemwide Safety Improvements
40028	Roadway Signing Improvements
40029	Systemwide Landscaping Improvements
40034	Systemwide Sign Assessment
40036	Concrete Coating for SR 924 Bridges & Systemwide Barrier Walls
40037	Improvements to the SR 836 Bridge over the Miami River
30017	Roadway Lighting Improvements
30019	Non-Routine Bridge Repairs
30021	Systemwide pavement rehabilitation
30026	SR 836 Drainage Trough Repair from NW 57 th Ave. to I-95
30027	SR 836 Milling, Resurfacing & Misc. Upgrades from NW 57 th Ave. to I-95
30028	SR 836 Bridge Rehabilitation from NW 57 th Ave. to I-95
30029	SR 112 Bridge Rehabilitation from NW 21 st Street to I-95
30030	SR 112 Milling, Resurfacing & Misc. Upgrades from NW 21 st Street to 27 th Ave.
30031	SR 112 Milling, Resurfacing & Misc. Upgrades from NW 27 th Ave. to I-95
TBD	SR 836 Ramp Modification to NW 14th Street

2.1 Roadway

Plan Type

The plans required for roadway will be dependent on the scope for each assignment and may include plans sheets, profiles, cross sections, notes and details to accurately document the intent of the project. The scope of each assignment will have varying limits and can be on any agency roadway facility.

Typical Sections

Typical sections will be required for mainlines, ramps, intersection improvements.

Toll Plazas: Y

Toll Plaza work may include architectural, MEP, Landscaping, drainage, water/sewer and safety enhancement projects.

Major Intersections / Interchanges:

- None

Variations/Exceptions

Variations and Exceptions will be in accordance with the latest edition of the FDOT Plans Preparation Manual Chapter 23.

Pavement Design Package

A Pavement Design package will be required for all assignments requiring milling and resurfacing, mainline or ramp widenings or reconstruction.

Back of Sidewalk Profiles

Not Required

Level of TCP Plans:

A level 3 Traffic Control Plan will be required on all expressways

Temporary Signals

Not Required

Temporary Lighting

Temporary Lighting systems will be required to maintain adequate lighting levels during construction.

Temporary Drainage -Y

Temporary drainage systems will be required to maintain adequate drainage during construction or project phasing. Temporary systems may include closed, ditches, ponds exfiltration trenches or other appropriate methods .

2.2 Drainage—Y

Drainage systems include open, closed ponds, exfiltration, treatment and conveyance.

2.3 Utility Coordination and Subsurface Utility Engineering –Y

Expected Utilities may include Water , Sewer, Telephone, Gas , Communication, Cable TV, Electric, Signalization Cables

2.4 Permits –Y

Permits may include ERP (SFWMD), Coast Guard, Army Core of Engineers. Architectural Works may require a building permit.

2.5 Structures -Y

Type of Structure Work:

BDR -Y

Temporary Bridge -Y

Short Span Concrete -Y

Medium Span Concrete -Y

Structural Steel -Y

Segmental Concrete -Y

Movable Span -N

Retaining Wall -Y

Miscellaneous -Y

The CONSULTANT shall perform the design of all miscellaneous structural elements within the Project limits including sign structures, mast arms, temporary walls, culverts/culvert extensions, toll plazas, etc.

2.6 Signing and Pavement Markings -Y

Signing and Marking includes cantilevers and overhead sign structures

2.7 Signals –Y

Signals shall be designed to Current Miami-Dade County Traffic Sign and Signal Criteria. Signal design shall be coordinated with Miami-Dade Signs and Signals

Traffic Data Collection: N

Traffic Studies: Y

Count Stations: N

2.8 Lighting –Y

Proposed lighting shall be designed in accordance with the MDX Enhancement Manual. Conventional Light Poles may be replaced with new luminaries and pole also in accordance with the MDX lighting manual. The Consultant shall be responsible for the foundation design and detailing of the luminaries and poles assemblies

2.9 Landscape Architecture -Y

Landscape plans shall be prepared in accordance with the MDX Enhancement Manual.

Planting Plans: Y

Irrigation Plans: Y

Hardscape Plans: Y

2.10 Survey -Y

Design Survey – Y

Design Surveys may include Topography, Right Of Way, Specific Purpose, Subsurface Utility, Geotechnical Borings

Right of Way Survey - Y

Establish Existing Right of Way corridor - Y

2.11 Photogrammetry -N

2.12 Mapping -Y

Control Survey Map -Y

Right-of-Way Map -Y

Maintenance Map -Y

Miscellaneous Items -N

2.13 Geotechnical -Y

2.14 Architecture -Y

2.15 Joint Project Agreements -N

2.16 Specifications Package -Y

2.17 Project Schedule

Within ten (10) days after the Notice to Proceed for a specific Task Authorization, and prior to the CONSULTANT beginning work, the CONSULTANT shall provide a detailed Project Schedule for MDX and CONSULTANT activities required to meet the date for the final signed and sealed plans submittal (Production Date). The Project Schedule shall be accompanied by an anticipated payout and fiscal progress curve. Additional specific scheduling requirements are as follows:

The Project Schedule shall indicate, at a minimum, submission dates for Phase I, II, III, and IV plans, right-of-way maps, and all other required submittals.

For purposes of scheduling, the CONSULTANT shall allow for a minimum of 14 days for Work Activity or Phase review submittals by MDX. Review times shall not exceed 28 Days.

2.18 Submittals

The CONSULTANT shall furnish plans and documents as required by MDX to adequately control, coordinate, and approve the plans. The CONSULTANT shall distribute design phase submittals as directed by MDX, and shall include two (2) electronic copies of each phase submittal. The level of completion of each plans submittal shall be in accordance with the requirements of Chapter 2 Volume II of the FDOT PPM, or as directed by MDX.

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

*Note: All final documents shall be provided in hard copy (signed and sealed), one (1) original and one (1) copy, unless otherwise noted herein, with two (2) electronic copies.

ITEM DESCRIPTION	NO. OF COPIES
A. General:	
Technical Special Provisions/Specifications Package	4*
Computation Book and Quantities	4
Cost Estimates	4
B. Roadway:	
Typical Section Package	3
Pavement Design Package	3
Access Management Report	3
Design Documentation/Report	4
Traffic Control Analysis Technical Memorandum	4
Traffic Reports	4
30% - 100 %(Phase I-IV) Roadway Plans	10
Final Roadway Plans (Signed and Sealed)	3*
C. Utilities	
Refer to Section 7	Refer to Section 7
D. Drainage / Environmental	
Bridge Hydraulic Report (Preliminary)	5
Bridge Hydraulic Report (Final)	5*
Pond Siting Analysis and Report	4
Drainage Design Documentation Reports (Preliminary)	5
Drainage Design Documentation Reports (Final Signed and Sealed)	5*
Permit Application Packages (Preliminary and Final)	5*

MDX PROCUREMENT/CONTRACT NO.: RFQ-10-02
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MDX PROJECT/SERVICE TITLE: MISCELLANEOUS DESIGN CONSULTANT

ITEM DESCRIPTION	NO. OF COPIES
Mitigation Plan (Preliminary and Final)	5*
Jurisdictional Determination Report (Preliminary and Final)	5*
Air and Noise Analysis Reports (Preliminary and Final)	4
E. Signing and Pavement Marking Plans	
60% - 100 %(Phase II-IV) Signing and Pavement Marking Plans	10
Final Signing and Pavement Marking Plans (Signed and Sealed)	3*
F. Signalization Plans	
60% - 100 %(Phase II-IV) Signalization Plans	10
Final Signalization Plans (Signed and Sealed)	3*
G. Lighting Plans	
60% - 100 %(Phase II-IV) Roadway Lighting Plans	10
Final Roadway Lighting Plans (Signed and Sealed)	3*
H. Structures	
Bridge Development Report (Preliminary)	5
Bridge Development Report (Final)	5*
30 % - 100 % (Phase I-IV) Structures Plans	10
Final Structural Plans (Signed and Sealed)	3*
I. Geotechnical	
Geotechnical Report: Structures (Preliminary)	6
Geotechnical Report: Roadway (Preliminary)	6
Final Geotechnical Reports (Structures & Roadway)	6*
J. Design/Right-of-Way Surveys	
Survey Notes/Computations/Field Books	3
Certified Design Survey Report (Signed and Sealed)	2*
Certified Right of Way Control Survey Drawings	6
Right of Way Maps and Plat Copies	6

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MDX PROJECT/SERVICE TITLE: MISCELLANEOUS DESIGN CONSULTANT

ITEM DESCRIPTION	NO. OF COPIES
K. Landscape Architecture	
30 % - 100 % (Phase I-IV) Landscape Architecture Plans	10
Final Landscape Plans (Signed and Sealed)	3*
Existing Tree and Palm Disposition and Relocation Plan	5
L. Architecture & Civil (Toll Facility) Plans	
30 % (Phase I) Design Development	10
60 % (Phase II) Documents	10
100 % (Phase III) Construction Document Submittal	10
Final (Phase IV) Construction Document Submittal	3*

2.19 Provisions for Work

The services performed by the CONSULTANT shall be in compliance with all applicable MDX and FDOT manuals and guidelines. The MDX and the FDOT manuals and guidelines, and the design and construction criteria incorporate by reference all applicable State and Federal regulations. Unless stipulated otherwise, the current edition, including updates and FDOT Temporary Design Bulletins of the following manuals and guidelines, shall be used in the performance of the Work. It shall be the CONSULTANT'S responsibility to acquire and utilize the necessary manuals that apply to the design work required to complete the Project. The following is a list of applicable documents, which is not intended to be all inclusive:

General
Florida Statutes Florida Administrative Codes Florida Department of Transportation Project Development and Environmental Manual Florida Department of Transportation Plans Preparation Manual Florida Department of Transportation Standard Specifications for Road and Bridge Construction Florida Department of Transportation Handbook for Preparation of Specifications Package Florida Department of Transportation Design Standards for Design, Construction, Maintenance, and Utility Operations on the State Highway System Manual of Uniform Traffic Control Devices (MUTCD) Manual of Uniform Minimum Standards for Design, Construction, and Maintenance for Streets and Highways Bicycle Facilities Planning and Design Manual, Rev. Ed. 1982

MDX PROCUREMENT/CONTRACT NO.: RFQ-10-02
MDX WORK PROGRAM NO.: N/A
MDX PROJECT/SERVICE TITLE: MISCELLANEOUS DESIGN CONSULTANT

CADD Production Criteria Handbook

CADD Manual

Florida's Level of Service Standards and Guidelines Manual for Planning

Equivalent Single Axle Load Guidelines

Design Traffic Procedure

K-Factor Estimation Process

Project Traffic Forecasting Guidelines

Florida Department of Transportation Basis of Estimates Manual

Quality Assurance Guidelines

Rule 61G17-6, F.A.C., Minimum Technical Standards for Professional Surveyors and Mappers

Department of Environmental Protection Rules Governing Mean High Water and Jurisdictional Line Surveys

FDOT Utility Accommodation Manual

AASHTO – A Policy for Geometric Design of Highways and Streets

MDX General Specifications for Road and Bridge Construction

MDX Enhancements Manual: Landscape and Hardscape Standards

American Railway Engineering and Maintenance-of-Way Association (AREMA) Manual for Railway Engineering

American Railway Engineering and Maintenance-of-Way Association (AREMA) Manual for Railway Engineering

Florida Department of Transportation South Florida Rail Corridor Clearance Policy, Topic No. 000-725-003-f

Florida Department of Transportation Traffic Control and Safe Practices Manual

U.S. Department of Labor Occupational Safety and Health Administration (OSHA) requirements

Florida Department of Transportation Pavement Coring and Evaluation Procedure

Florida Department of Transportation Flexible Pavement Design Manual

Florida Department of Transportation Construction Project Administration Manual

Metropolitan Dade County Public Works Department Design Standards

Underwriters Laboratory

CSX Transportation – Criteria for Overhead Bridges

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MDX PROJECT/SERVICE TITLE: MISCELLANEOUS DESIGN CONSULTANT

Permits

Chapter 373, F.S.

Bridge Permit Application Guide, COMDT PUB P16591.3B

SFWMD Permit Information Manual, Volume IV

DERM Tree Removal Permit Application Package, Section 24-60 Miami-Dade County Code

Drainage

Drainage Manual

FDOT Technical Memorandum for Design of French Drains

DERM Policy for Design of Drainage Structures

Chapter 6 of the Basis of Review for Surface Water Management Permit Applications Section of the SFWMD Permit Volume IV

The critical storm frequency-duration analysis, as described in Chapter 14-86 FAC

Drainage Handbooks

- Storm Drain
- Optional Pipe Materials
- Stormwater Management Facility
- Cross Drain
- Erosion and Sediment Control
- Hydrology

Survey

Location Survey Manual

Highway Field Survey Specifications

Automated Survey Data Gathering

Outline Specifications for Aerial Surveys and Photogrammetry for Transportation Projects

Standards for Consultant-Submitted G.P.S. Static Control Projects

FDOT EFB User Guide

Chapter 472, F.S.

Chapter 177, F.S.

FDEP Bureau of Surveying and Mapping

MDX PROCUREMENT/CONTRACT NO.: RFQ-10-02
MDX WORK PROGRAM NO.: N/A
MDX PROJECT/SERVICE TITLE: MISCELLANEOUS DESIGN CONSULTANT

ASCE – Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data

Traffic Operations

American Disabilities Act

AASHTO - Guide for Development of Bicycle Facilities

Federal Highway Administration Standard Highway Signs Manual

Florida Department of Transportation Traffic Engineering Manual

Florida Department of Transportation Manual on Uniform Traffic Studies (MUTS)

National Electrical Code

National Electric Safety Code

Minimum Specifications for Traffic Control Signal Devices

Florida Department of Transportation - Florida Roundabout Guide

FHWA - Roundabouts: An Informational Guide

Florida Department of Transportation Median Handbook

AASHTO – An Information Guide for Highway Lighting

ITS

Institute of Electrical and Electronic Engineers (IEEE) Standards

International Standards Organization Standards

The National Electrical Manufacturer Association (NEMA)

The National Board of Fire Underwriters

The Electrical Testing Laboratories (ETL)

The Electronic Industries Association (EIA)

The Joint Electronic Device Engineering Council (JEDEC)

The Lightning Protection Institute (LPI)

The American Standard Code for Information Exchange (ASCII)

National Transportation Communications for ITS Protocol (NTCIP)

The Telecommunications Industries Association (TIA)

Mapping

Right-of-Way Mapping

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Florida Department of Transportation Right-of-Way Handbook
Florida Department of Transportation Right-of-Way Manual

Structures

AASHTO Standard Specifications for Highway Bridges and Interims (for curved steel bridges and pedestrian bridges only)

AASHTO LRFD Bridge Specifications and Interims

AASHTO LRFD Movable Highway Bridge Design Specifications and Interims

AASHTO Standard Specifications for Structural Supports for Highway Signs, Luminaires and Traffic Signals, dated 1994

AASHTO LFD Guide Specifications for Steel Curved Girder Bridges

AASHTO Guide Specifications for Horizontally Curved Highway Bridges

AASHTO AWS-D1.5M D1.5: 2001 An American National Standard

AASHTO Guide Specifications for Design of Pedestrian Bridges

AASHTO Guide Specifications for Structural Design of Sound Barriers

Florida Department of Transportation Structures Design Guidelines

Florida Department of Transportation Structures Detailing Manual

Florida Department of Transportation Structures Standard and Semi-Standard Drawings

Florida Department of Transportation Structures Design Office Temporary Design Bulletins (available on Florida Department of Transportation Structures web site only)

Florida Department of Transportation Structures CADD Manual

Florida Department of Transportation Preferred Details (available on Florida Department of Transportation Structures web site only)

Florida Department of Transportation – New Directions For Florida Post-Tensioned Bridges Volumes 1-5

Florida Department of Transportation Bridge Load Rating Permitting and Posting Manual

Geotechnical

Soils and Foundation Handbook

Manual of Florida Sampling and Testing Methods

“In-situ Soil Improvement Techniques” AASHTO – AGC – ARTBA Task Force 27 Ground Modification Techniques

Landscape Architecture

Florida Highway Landscape Guide

Landscape Manual, Miami-Dade County Department of Planning and Zoning, Landscape Code, Chapter 18A

Chapter 24-60, Tree Preservation and Protection, Miami-Dade County Code of Ordinances

Architecture

- Florida Department of Transportation Facilities Design Manual

Building Codes:

- Florida Building Code

* Includes the engineering design criteria contained in Section 1606; and excludes Chapter 11, Accessibility For People With Physical Disabilities.

Accessibility for Persons with Disabilities:

- Florida Accessibility Code for Building Construction
- Chapter 13D-1, FAC
- Section 255.21 and Chapter 553, Part V, F.S.
- ANSI A117.1 – 1986
- Titles II and III, Americans With Disabilities Act (ADA), Public Law 101-336; and the ADA Accessibility Guidelines (ADAAG)

Fire Codes and Rules:

- NFPA 70 National Electrical Code
- NFPA 101 Life Safety Code
- NFPA 30 Flammable and Combustible Liquids Code
- NFPA 54 National Gas Fuel Code
- NFPA 58 LP- Gas Code

Florida Fire Prevention Code as adopted by the State Fire Marshall. Consult with the Florida State Fire Marshall's office for other frequently used codes.

Energy Conservation:

- Florida Energy Efficiency Code for Building Construction (FEEC).

Glass:

- Chapter 553, F.S., Part III, Glass

Elevators:

- Chapter 7C-5, Florida Elevator Code
- Chapter 399, F.S., Elevators

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MDX PROJECT/SERVICE TITLE: MISCELLANEOUS DESIGN CONSULTANT

Flood Plain Management Criteria:

- Section 255.25, F.S., Approval required prior to construction or lease of buildings
- Rules of the Federal Emergency Management Agency (FEMA)

Extinguishing Systems:

- NFPA 10 Standard for Portable Fire Extinguishers
- NFPA 13 Installation of Sprinkler Systems
- NFPA 14 Standpipe and Hose System
- NFPA 17 Dry Chemical
- NFPA 20 Centrifugal Fire Pump
- NFPA 24 Private Fire Service Mains
- NFPA 200 Standard on Clean Agent Fire Extinguishing Systems Detection and Fire Alarm Systems:
- NFPA 72 Standard for the installation, maintenance and use of local protective signaling systems.

Mechanical Systems:

- NFPA 90A Air Conditioning and ventilating systems
- NFPA 92A Smoke Control Systems
- NFPA 96 Removal of Smoke and Grease-Laden Vapors from Commercial Cooking Equipment
- NFPA 204M Smoke and Heating Venting

Miscellaneous Systems:

- NFPA 45 Laboratories Using Chemicals
- NFPA 80 Fire Doors and Windows
- NFPA 105 Smoke and draft-control door assemblies
- NFPA 110 Emergency and standby power systems
- NFPA 220 Types of building construction
- NFPA 241 Safeguard construction, alteration and operations
- SFM Rule 4A-47 Elevators
- SFM 4A-51 Boilers

MDX PROCUREMENT/CONTRACT NO.: RFQ-10-02
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MDX PROJECT/SERVICE TITLE: MISCELLANEOUS DESIGN CONSULTANT

Other:

- Chapter 10D-6 FAC On Site Sewage Disposal Systems (septic tanks)
- Chapter 17-6.070 FAC Wastewater Facilities (treatment plants)
- Chapter 17-761 FAC Underground Storage Tank Rules

These documents are revised periodically by the responsible agencies and adopted by authorities having jurisdiction on building projects. The design consultant and the project manager are advised to obtain applicable versions of these documents from the responsible agency prior to use.

- American Concrete Institute
- American Institute of Architects - Architect's Handbook of Professional Practice
- American Society for Testing and Materials - ASTM Standards
- Brick Institute of America
- Florida Concrete Products Association
- Florida Department of Transportation - Standard Specifications for Road and Bridge Construction
- Florida Department of Transportation - Plans Preparation Manual
- Florida Department of Transportation - Facilities Design Manual
- Florida Department of Transportation - Roadway and Traffic Design Standards
- Florida Department of Transportation - Structures Design Guidelines
- Florida Department of Transportation - Structures Detailing Manual
- Florida Department of Transportation - Structures Standard Drawings
- Florida Department of Transportation - ADA/Accessibility Procedure
- Florida Department of Transportation - Fixed Capital Outlay Program
- Florida Department of Transportation - Building Code Compliance Procedure
- Florida Department of Transportation - Asbestos Management Program Procedure
- National Concrete Masonry Association
- National Electrical Code
- National Fire Protection Association - Life Safety Code
- Portland Cement Association – Concrete Masonry Handbook

2.20 Services to be Performed by MDX

MDX will provide contract administration, management services, and technical reviews of all the Work associated with the design of the Project. MDX will provide Project-specific information and/or functions as outlined in the RFQ.

3 PROJECT GENERAL TASKS

3.1 Public Involvement (NOT APPLICABLE)

Public involvement shall be an integral part of the final design phase of the Project, for the purpose of ascertaining and including community desires in the decision-making process for toll plaza design and construction, consistent with the commitments contained in the PD&E, as well as the FDOT PD&E Manual, Part 2, Chapter 17. Two toll plazas are included in the Project. Community desires shall be assessed through individual workshops, which shall be arranged by the CONSULTANT, in coordination with MDX.

The CONSULTANT shall be responsible for logistical arrangements for workshops, preparation of mailings to property owners, preparation of exhibits, technical support, and recording of meeting minutes, upon MDX's approval of workshop format, agenda, participants, scheduling and location.

MDX shall provide program management oversight of the Public Involvement process; all interpretations and applications of MDX policy regarding noise abatement measures shall be provided by MDX. The CONSULTANT shall provide public involvement support, pending the progress and results of final design. The CONSULTANT should plan on a minimum of three (3) workshops.

3.2 Joint Project Agreements (NOT APPLICABLE)

Includes all coordination, meetings, etc. required to include Joint Project Agreement (JPA) plans (prepared by others) in the Contract plans package, including all necessary revisions/modifications to the Contract Documents to ensure plans compatibility. The CONSULTANT should plan on monthly coordination meetings involving MDX and the joint engineer(s) working on abutting projects.

3.3 Specifications Package Preparation

The CONSULTANT shall prepare and provide a complete Specifications Package, including applicable Technical Special Provisions, for all items and areas of work.

The CONSULTANT shall also provide, for inclusion into the final Specifications Package, permits and utility relocation schedules, along with any applicable Technical Special Provisions. MDX may also require inclusion of Special Provisions specifically necessary to convey particular MDX needs. The CONSULTANT shall follow the directions on the website and choose the proper workbook (either January to July Letting, or July to December Letting) depending on the construction schedule, and shall use the Specifications Macro designed for manual signature of the Specifications Package.

The General Specifications, Standard Specifications, Special Provisions or Supplemental Specifications may not be modified unless absolutely necessary to control Project specific requirements. Proposed modifications to these listed documents shall be coordinated with, and approved by MDX prior to inclusion in the final Project Specifications Package.

Proposed Technical Special Provisions will be submitted to the MDX for initial review at the time of the Phase II plans review submission to the MDX. This timing will allow for adequate processing time prior to final submittal. The Technical Special Provisions will be reviewed as to format, typographical errors or omissions, or obvious errors or omissions. The Technical Special Provisions will then be forwarded to MDX legal counsel for their review and comment. All comments will be returned to the CONSULTANT for correction and resolution.

The Preliminary Specifications Package will be submitted to MDX as part of the Phase II submittal. The second submittal of the Specification Package must be submitted for review to MDX at least 30 days prior to the contract package Production Date. This submittal does not require signing and sealing and shall be coordinated through MDX. Submittal material shall consist of 1.) the printed Specifications Package (one side only and properly numbered); 2.) a copy of the marked-up workbook used to compile the package; 3.) a copy of the final Project plans; and 4.) a copy of the bid item and quantities sheet utilized with the Project.

Final submittal of the complete Specifications Package must occur at least 10 working days prior to the contract package Production Date. This submittal shall be signed, dated and sealed in accordance with applicable Florida Statutes. The submittal materials shall consist of the same as those submitted for the initial review by MDX.

3.4 Contract Maintenance

Includes Project management effort for complete setup and maintenance of files, developing monthly progress reports, preparation of meeting minutes, schedule updates, work effort to develop and execute subconsultant agreements, etc.

3.5 Value Engineering (Multi-discipline Team) Review (NOT APPLICABLE)

The CONSULTANT shall develop the contract plans and design documents using good value engineering practices, employing value analysis as deemed necessary to support the conclusions shown in the plans and documents.

This Project will be subject to a Value Engineering (VE) review prior to the Phase II plans submittal. A multi-disciplined independent team of MDX and CONSULTANT personnel whose purpose will be to consider cost improvements to developed designs will conduct the VE review.

Value Engineering is an event oriented function and will occur at a time selected by MDX that provides the greatest opportunity for value improvement. This will generally be immediately prior to the Phase II plans submittal, but may occur anytime between Phase I and Phase II plans completion. Specific activities required of the CONSULTANT to support the VE team are:

Provide Materials And Information: The CONSULTANT should allow for the appropriate time, materials, and personnel to provide the VE team with required materials and information necessary for an effective Project review.

The CONSULTANT Project Manager and other key project personnel shall meet with the VE team to explain development of design features and the rationale for such. The information will be by presentation in conjunction with a package of plans and documents. This service will be conducted at the MDX office and will include follow-up meeting(s), telephone, and written communication.

The plans and document package to be submitted shall include at a minimum:

- 1 copy of all environmental documents
- 1 copy of Preliminary Engineering Report

- 3 copies of all plans
- 1 copy of Drainage Alternatives Report
- 1 copy of Bridge Development Report
- 1 copy of other reports.

The CONSULTANT shall estimate the construction cost of each feasible design alternative. Estimated cost should be shown by major elements of each alternative.

The CONSULTANT shall provide information in a VE matrix format that shows the criteria and the weighted impact used by the CONSULTANT to facilitate decisions of design features. Criteria such as safety, operation and public acceptance must be fully documented.

The reports shall be returned to MDX after the VE review is completed. Plans are not returned.

3.6 Furnish VE Team Member (NOT APPLICABLE)

The CONSULTANT shall furnish one designer, not involved with the Project, to be a member of the multi-disciplined review team.

3.7 Prime Project Manager Meetings

Includes Prime CONSULTANT Project Manager staff hours for phase review, progress review, all technical meetings, and other coordination activities, including any travel time. Meetings required for each activity are included in the meetings section for that specific activity.

3.8 Project Common Tasks

These tasks are applicable to most activities of the Project included in this Scope of Work as identified in Sections 4 through 31.

Cost Estimates: The CONSULTANT shall be responsible for producing a construction cost estimate and reviewing and updating the cost estimate if any scope changes occur, and/or at milestones of the Project. The CONSULTANT shall be responsible for developing unit prices used to develop the cost estimate. The format for unit prices and pay items shall be based on the FDOT Cost Estimating System (C.E.S.), and follow the same pay item numbering system. A cost estimate shall be prepared by the CONSULTANT for Phase I, II, III, and IV Plans, and for any intermediate submittals as directed by MDX.

Technical Special Provisions: The CONSULTANT shall provide Technical Special Provisions for all items of work not covered by the General Specifications, Supplemental Specifications, Standard Specifications, and recurring Special Provisions. The recurring Special Provisions and Supplemental Specifications are accessible on FDOT's mainframe computer. General Specifications, Standard Specifications, Supplemental Specifications, and recurring Special Provisions shall not be modified unless absolutely necessary to control Project specific requirements. The General Specifications, the Standard Specifications, the recurring Special Provisions and Supplemental Specifications shall not be modified without prior written approval of MDX. All modifications to other sections must be justified to MDX to be included in the Project Specifications Package as Technical Special Provisions.

The Technical Special Provisions shall be technical in nature and shall provide a description of Work, materials, equipment and specific requirements, method of measurement and basis of payment. These provisions shall be submitted on 8-1/2"x11" sheets and shall not have holes punched or be bound in any way that would create a problem for high volume reproduction.

The CONSULTANT shall contact MDX for details of the current format to be used before starting preparations of Technical Special Provisions. Technical Special Provisions shall be signed and sealed by the CONSULTANT, and submitted to MDX for concurrence.

Field Reviews: Includes all trips required to obtain necessary data for all elements of the Project.

Technical Meetings: Includes meetings with MDX and/or agency staff, between disciplines and subconsultants, such as access management meetings, pavement design meetings, local governments, railroad companies, progress review meetings (phase review), and miscellaneous meetings.

Quality Assurance/Quality Control: It is the intention of MDX that the CONSULTANT shall be held responsible for its Work, including internal plans review. Detailed checking of CONSULTANT plans or assisting in designing portions of the Project for the CONSULTANT is not the intent of having external design consultants. The purpose of CONSULTANT plan reviews by MDX is to ensure that CONSULTANT'S plans follow the plan preparation procedures outlined in the FDOT Plans Preparation Manual, that state and federal design criteria are followed with the MDX concept, and that the CONSULTANT'S submittals are complete.

The CONSULTANT shall be responsible for the professional quality, technical accuracy and coordination of all surveys, designs, drawings, specifications and other services furnished by the CONSULTANT under the Contract.

The CONSULTANT shall provide a Quality Assurance/Quality Control (QA/QC) Plan that describes the procedures to be utilized to verify, independently check, and review all maps, design drawings, specifications, and other documentation prepared as a part of the Contract. The CONSULTANT shall describe how the checking and review processes are to be documented to verify that the required procedures were followed. The QA/QC Plan may be one utilized by the CONSULTANT as part of its normal operation, or it may be one specifically designed for the Project. **The CONSULTANT shall submit a QA/QC Plan to MDX for approval within twenty (20) calendar days of the written Notice to Proceed.**

A marked up set of prints from a QC review indicating the reviewers for each component (structures, roadway, drainage, signals, geotechnical, signing and marking, lighting, surveys, etc.) and a written resolution of comments on a point by point basis shall be required with each phase submittal. The responsible Professional Engineer(s), Landscape Architect(s) or Professional Surveyor(s) that performed the QC review shall sign a statement certifying that the review was conducted.

The CONSULTANT shall, without additional compensation, correct all errors or deficiencies in the designs, maps, drawings, specifications and/or other services.

Independent peer review: When directed by MDX, a Subconsultant shall perform independent peer reviews.

Supervision: Includes all efforts required to supervise all technical design activities.

Coordination: Includes all efforts to coordinate with all disciplines of the Project to produce a final set of construction documents.

4 ROADWAY ANALYSIS

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

4.1 Typical Section Package

The CONSULTANT shall provide an approved typical section package prior to the Phase I submittal. The CONSULTANT Engineer of Record shall sign on the approval line, and MDX shall sign on the concurrence line.

4.2 Pavement Design Package

The CONSULTANT shall be responsible for the development of the Pavement Design Package, for MDX approval.

The CONSULTANT shall obtain the necessary soil borings, pavement cores, and necessary laboratory testing to complete the Pavement Design. Soils and traffic data used as the input for the design shall be included with the package.

The CONSULTANT shall provide an approved Pavement Design Package prior to the Phase II Plans submittal. The CONSULTANT Engineer of Record shall sign and seal the package on the approval line, and MDX shall sign on the concurrence line.

4.3 Access Management (NOT APPLICABLE)

The CONSULTANT shall incorporate access management standards for each project in coordination with MDX staff. The CONSULTANT shall review adopted access management standards and the existing access conditions (interchange spacing, signalized intersection spacing, median opening spacing and connection spacing). Median openings that will be closed, relocated or substantially altered shall be shown on plan sheets and submitted with supporting documentation for review with the Phase I plans submittal. MDX shall provide access management classification information and information derived from Project Development and Environmental studies and public hearings to be used by the CONSULTANT.

4.4 Horizontal/Vertical Master Design Files

The CONSULTANT shall design the geometrics using the design standards that are most appropriate with proper consideration given to the design traffic volumes, design speed, capacity and levels of service, functional classification, adjacent land use, design consistency and driver expectancy, ADA requirements, Elder Road User policy, aesthetics, and the design and criteria information provided with the RFQ Exhibits herein.

4.5 Cross Section Design Files

The CONSULTANT shall establish and develop cross section design files in accordance with the FDOT CADD Manual.

4.6 Traffic Control Analysis

The CONSULTANT shall design a safe and effective Traffic Control Plan (TCP) to move vehicular and pedestrian traffic during all phases of construction. The design shall include construction phasing of roadways ingress and egress to existing property owners and businesses, routing, signing and pavement markings, and detour quantity tabulations. Special consideration shall be given to the construction of the drainage system when developing the construction phases. Positive drainage must be maintained at all times. The design shall include construction phasing of roadways to accommodate the construction of utilities when the contract includes Joint Project Agreements, (JPA's).

The CONSULTANT shall investigate the need for temporary traffic signals, temporary lighting, temporary drainage, alternate detour roads, and the use of materials such as retaining walls and sheet piling in the analysis. The Traffic Control Plan shall be prepared by a certified designer who has completed training as required by the FDOT. Prior to proceeding with the Traffic Control Plan, the CONSULTANT shall meet with the appropriate MDX personnel. The purpose of this meeting is to provide information to the CONSULTANT that will better coordinate the Preliminary and Final Traffic Control Plan efforts.

4.7 Master TCP Design Files

The CONSULTANT shall develop master TCP files showing each phase of the Traffic Control Plan.

4.8 Design Variations and Exceptions

Designs shall meet or exceed all FDOT criteria established in the FDOT Plans Preparation Manual, unless specified otherwise.

It is the responsibility of the CONSULTANT to identify all design elements not meeting criteria, and to prepare all necessary Design Exception and/or Design Variation documentation. **The CONSULTANT shall make every effort to provide a design that minimizes or eliminates the need for Design Exceptions and/or Variations.**

The CONSULTANT'S Engineer of Record shall sign Design Exception and Design Variation requests and submit to MDX for concurrence, following the guidelines as outlined in Chapter 23 of the FDOT Plans Preparation Manual. The CONSULTANT shall provide a complete and approved Design Exception and/or Variation Package prior to the Phase II submittal.

4.9 Design Report

The CONSULTANT shall prepare all applicable report(s) as listed in the Project Description section of this scope.

The CONSULTANT shall submit to MDX design notes, data, and calculations to document the design conclusions reached during the development of the contract plans.

The design notes, data, and computations shall be recorded on size 8-1/2"x11" sheets, fully titled, numbered, dated, indexed and signed by the designer and the checker. Computer output forms and other oversized sheets shall be folded to 8-1/2"x11" size. The data shall be in a hardback folder for submittal to MDX.

4.10 Computation Book and Quantities

The CONSULTANT shall prepare the computation book and various summaries of quantities sheets. This includes all efforts required to develop the computation book and the supporting documentation, including construction days when required.

4.11 Cost Estimate

4.12 Technical Special Provisions

4.13 Field Reviews

4.14 Technical Meetings

- 4.15 Quality Assurance/Quality Control**
- 4.16 Independent Peer Review (NOT APPLICABLE)**
- 4.17 Supervision**
- 4.18 Coordination**

5 ROADWAY PLANS

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

- 5.1 Key Sheet**
- 5.2 Summary of Pay Items Including Quantity Input**
- 5.3 Drainage Map**
- 5.4 Interchange Drainage Map (NOT APPLICABLE)**
- 5.5 Typical Section Sheets**
- 5.6 General Notes/Pay Item Notes**
- 5.7 Summary of Quantities**
- 5.8 Box Culvert Data Sheet**
- 5.9 Bridge Hydraulics Recommendation Sheets**
- 5.10 Summary of Drainage Structures**
- 5.11 Optional Pipe/Culvert Material**
- 5.12 Project Layout**
- 5.13 Plan/Profile Sheet (To include Bike Path)**
- 5.14 Profile Sheet**
- 5.15 Plan Sheet**
- 5.16 Special Profile**
- 5.17 Back of Sidewalk Profile Sheet (NOT APPLICABLE)**
- 5.18 Interchange Layout Sheet (NOT APPLICABLE)**
- 5.19 Ramp Terminal Details (Plan View)**
- 5.20 Intersection Layout Details**

- 5.21 **Miscellaneous Detail Sheets**
- 5.22 **Drainage Structure Sheet**
- 5.23 **Miscellaneous Drainage Detail Sheets**
- 5.24 **Lateral Ditch Plan/Profile**
- 5.25 **Lateral Ditch Cross Sections**
- 5.26 **Retention/Detention Ponds Detail Sheet**
- 5.27 **Retention Pond Cross Sections**
- 5.28 **Cross-Section Pattern Sheet**
- 5.29 **Roadway Soil Survey Sheet**
- 5.30 **Cross Sections**
- 5.31 **Traffic Control Plan Sheets**
- 5.32 **Traffic Control Cross Section Sheets**
- 5.33 **Traffic Control Detail Sheets**
- 5.34 **Utility Adjustment Sheets**
- 5.35 **Selective Clearing and Grubbing**
- 5.36 **Erosion Control Plan**
- 5.37 **SWPPP**
- 5.38 **Project Control Network Sheet**
- 5.39 **Interim Standards**
- 5.40 **Utility Verification Sheet (SUE Data)**
- 5.41 **Quality Assurance/Quality Control**
- 5.42 **Supervision**

6 DRAINAGE ANALYSIS

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

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

The CONSULTANT shall coordinate fully with the appropriate permitting agencies and MDX staff. **All activities and submittals shall be coordinated through MDX.** An initial drainage meeting with MDX shall occur within thirty (30) calendar days after the Notice to Proceed to discuss information that will better coordinate the drainage design efforts. The Work will include the engineering analyses for any or all of the following:

6.1 Determine Base Clearance Water Elevation

Analyze, determine and document high water elevations which will be used to set roadway profile grade. Determine surface water elevations at cross drains, floodplains, outfalls and adjacent stormwater ponds. Determine groundwater elevations at intervals between the above mentioned surface waters.

6.2 Pond Siting Analysis and Report

Evaluate pond sites using a preliminary hydrologic analysis. Document the results and coordination for all of the Project's pond site analyses. The Drainage Manual provides specific documentation requirements.

6.3 Design of Cross Drains

Analyze the hydraulic design of cross drains. Check existing cross drains to determine if they are structurally sound and can be extended. Document the design as required. Determine and provide flood data as required.

6.4 Design of Roadway Ditches

Design roadway conveyance ditches. This includes determining ditch cross sections, grades, selecting suitable channel lining, designing the side drain pipes, and documentation.

6.5 Design of Outfalls

Analyze and document the design of ditch or piped outfalls.

6.6 Design of Stormwater Management Facility (Offsite Pond)

Design stormwater management facilities to meet requirements for stormwater quality treatment and attenuation. Develop proposed pond layout (shape, contours, slopes, etc.), do routing calculations, and design the outlet control structure.

6.7 Design of Stormwater Management Facility (Roadside Ditch as Linear Pond)

Design stormwater management facilities to meet requirements for stormwater quality treatment and attenuation. Develop proposed pond layout (shape, contours, slopes, etc.), do routing calculations, and design the outlet control structure.

6.8 Design of Flood Plain Compensation Area

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

6.9 Design of Storm Drains

Develop a "working drainage map," determine runoff, inlet locations, and spread. Calculate hydraulic losses (friction, utility conflict and, if necessary, minor losses). Determine design tailwater and, if necessary, outlets scour protection.

6.10 Optional Culvert Material

Determine acceptable options for pipe materials.

6.11 French Drain Design

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

6.12 Drainage Wells

Design the discharge into deep wells to comply with regulatory requirements. Identify the location of the well, design the control structure/weir, and model the system using a routing program such as ICPR.

6.13 Drainage Design Documentation Report

Compile drainage design documentation into report format. Include documentation for all the drainage design tasks and associated meetings and decisions, except the Pond Siting Analyses and Report and Bridge Hydraulics Report.

6.14 Bridge Hydraulic Report

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

6.15 Temporary Drainage Analysis

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

6.16 Cost Estimate

6.17 Technical Special Provisions

6.18 Field Reviews

6.19 Technical Meetings

6.20 Quality Assurance/Quality Control

6.21 Independent Peer Review

6.22 Supervision

6.23 Coordination

7 UTILITIES

The CONSULTANT shall investigate the location of existing utilities and identify all conflicts with the proposed construction. All new or relocated utilities, as required, shall be evaluated by the CONSULTANT for accommodation of future construction.

The CONSULTANT shall identify utility facilities and secure agreements, utility work schedules, and plans from the Utility Agency Owners (UAO) ensuring no conflicts exist between utility facilities and the Project. The CONSULTANT shall certify all utility negotiations have been completed with arrangements made for utility work to be undertaken.

The CONSULTANT shall provide copies of all utility coordination and certification documents to MDX.

7.1 Kickoff Meeting

Prior to any contact with the UAO(s), the CONSULTANT shall meet with MDX to receive guidance, as may be required, to assure that all necessary coordination will be accomplished as directed by MDX. The CONSULTANT shall bring a copy of the design Project work schedule reflecting utility activities.

7.2 Identify Existing UAO(s)

The CONSULTANT shall identify all utilities in the corridor; check with MDX for permits, Sunshine State One Call, Subsurface Utility Engineering (SUE) Report (if available), Design Location Survey, and existing plans.

7.3 Make Utility Contacts

First Contact: The CONSULTANT shall send letters and three (3) sets of plans to each UAO, one (1) set for the utility office, and one (1) set each to construction and maintenance if required. Includes contact by phone for preliminary utility and/or individual/field meeting coordination. Request type, size, location, easements, cost for compensable relocation, and justification for any utility exceptions. Include the meeting schedule (if applicable) and the design schedule. Include typical meeting agenda.

Second Contact: At a minimum of 4 weeks prior to the utility design meeting, the CONSULTANT shall transmit two (2) complete sets of Phase II plans to each UAO having facilities located within the Project limits, and one (1) set to MDX with copies of the transmittal letters to each UAO.

Third Contact: The CONSULTANT shall identify agreements and assemble packages. Send agreements, letters and three (3) sets of plans to the UAO(s) including all component sets and one (1) set to MDX with copies of the transmittal letters to each UAO. Include the design schedule. Not all projects will have all contacts as described above.

7.4 Exception Coordination

The CONSULTANT shall be responsible for transmitting/coordinating the appropriate information to each UAO in order to identify any clear and control zone violation that may require a Utility Exception. The CONSULTANT shall coordinate the processing of design exceptions involving utilities with the UAO and MDX. Coordinate and process per the FDOT Utility Accommodations Manual (UAM).

7.5 Preliminary Utility Meeting

The CONSULTANT shall schedule (time and place), notify participants, and conduct a preliminary utility meeting with all affected UAO(s) for the purpose of presenting the Project, review the current design schedule, evaluate the utility information collected, provide follow-up information on compensable interest requests, discuss the utility work by highway contractor option with each utility, and discuss any future design issues that may impact utilities. This is also an opportunity for the UAO(s) to present proposed facilities. The CONSULTANT shall keep accurate minutes and distribute a copy to all attendees.

7.6 Individual/Field Meetings

The CONSULTANT shall meet with each UAO separately throughout the Project design duration to provide guidance in the interpretation of plans, review changes to the plans and schedules, optional clearing and grubbing work, and assist in the development of the UAO(s) plans and work schedules. The CONSULTANT is responsible for motivating the UAO to complete and return the necessary documents after each utility contact or meeting.

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

The CONSULTANT shall make determinations (compensable interest, easements, coordinate, analyze). Ensure information (utility type, material and size) is sent to the designer for inclusion in the plans. The CONSULTANT shall coordinate programming of funds with MDX.

7.8 Subordination of Easements Coordination

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

7.9 Utility Design Meeting

At a minimum of 4 weeks prior to the meeting, the CONSULTANT shall transmit two (2) complete sets of Phase II plans to each UAO having facilities located within the Project limits, and one set to MDX with copies of the transmittal letters to each UAO. The CONSULTANT shall schedule (time and place), notify participants, and conduct a utility meeting with all affected UAO(s). The CONSULTANT shall be prepared to discuss drainage, traffic signalization, maintenance of traffic (construction phasing), review the current design schedule and letting date, evaluate the utility information collected, provide follow-up information on compensable interest requests, discuss the utility work by highway contractor option with each utility, and discuss any future design issues that may impact utilities, etc., to the extent that they may have an effect on existing or proposed utility facilities, with particular emphasis on drainage and maintenance of traffic with each UAO. The intent of this meeting shall be to identify and resolve conflicts between utilities and proposed construction prior to completion of the plans, including utility adjustment details. Also recommend resolution between known utility conflicts with proposed construction plans as practical. The CONSULTANT shall keep accurate minutes of all meetings and distribute a copy to all attendees.

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

The CONSULTANT shall review utility marked up plans individually as they are received from the UAO's for content, and coordinate review with the utility designer. The CONSULTANT shall send color markups and schedules to MDX for review and comment (if required by MDX), and coordinate with MDX for execution. The CONSULTANT shall distribute executed final documents; prepare work orders for the UAO(s); and coordinate the programming of funds with MDX.

7.11 Utility Coordination/Follow-up

This includes follow-up, interpreting plans, and assisting with the completion of the UAO(s) work schedule and agreements. Includes phone calls, face-to-face meetings, etc., to motivate and ensure the UAO(s) information is complete, and return the required documents in accordance with the Project schedule. Ensure the resolution of all known conflicts. This task can be applied to all phases of the Project.

7.12 Utility Constructability Review

Review utility schedules against construction contract time, and phasing for compatibility. Coordinate with MDX.

7.13 Additional Utility Services

Subsurface Utility Engineering

The CONSULTANT shall perform all required Subsurface Utility Engineering (SUE), which will result in accurately identifying the quality of subsurface utility information needed for the design of the Project. The services shall conform to standards and guidelines as described in FHWA and ASCE SUE publications. The final work shall include depiction of the utilities on the construction drawings and relevant data on the Utility Verification sheet, as well as an SUE Report. These services shall be accomplished fully by the CONSULTANT so that it will be unnecessary for MDX to supplement any of them with its own personnel. The CONSULTANT shall be responsible for the following items, which are not intended to be comprehensive or exclusive; they are merely set forth as a general outline of the scope of work that is expected:

- a) Obtain all necessary permits from the city, county, railroad, or other entity to allow the CONSULTANT to measure, record and locate the existing utilities.
- b) Coordinate with utility companies and the appropriate governmental jurisdictions in researching the locations of existing utilities.
- c) Provide all traffic control to perform the work. The CONSULTANT shall notify MDX in writing a minimum of three (7) calendar days in advance of any traffic interruptions or lane closures prior to initiating any field surveys or test holes.
- d) The CONSULTANT shall provide all necessary equipment and personnel to secure the utility data.
- e) All completed services shall be certified by an official of the firm providing the services. The CONSULTANT shall be responsible for the accuracy of all information presented.
- f) The CONSULTANT shall be responsible to provide cleanup of work site with regard to any work performed.

Utility Design Plans

The CONSULTANT shall be involved in the preparation and/or coordination of Utility Design Plans when MDX participates in the cost of utility work. This item is not usually included in the scope at the time of negotiation. It is normally added as a supplemental agreement when the need is identified.

7.14 Processing Utility Work by Highway Contractor (UWHC)

Formerly called Utility Joint Participation Agreement (JPA), this includes coordination of utility design effort between MDX and the UAO(s). The CONSULTANT shall determine MDX's cost participation, additional coordination meetings, prepare, negotiate, and process the agreements, review tabulation of quantities, prepare cost estimates - UWHC, perform UWHC constructability and bidability review, and perform Technical Special Provisions review. This does not include the utility design effort. This item is not usually included in the scope at the time of negotiation. It is normally added as a supplemental agreement when the need is identified.

7.15 Contract Plans to UAO(s)

This includes transmittal of the contract plans to the UAO(s) as processed for letting. Transmittals to UAO(s) are by certified mail, return receipt requested.

7.16 Certification/Close-Out

This includes hours for transmitting utility files to MDX and preparation of the Utility Certification Letter. The CONSULTANT shall certify to MDX the following:

All utility negotiations (full execution of each agreement, approved utility work schedules, technical special provisions written, etc.) have been completed with arrangements made for utility work to be undertaken and completed as required for proper coordination with the physical construction schedule;

OR

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

OR

Plans were sent to the utility companies/agencies and no utility work is required.

8 ENVIRONMENTAL PERMITS

The CONSULTANT shall notify MDX and other appropriate personnel in advance of all scheduled meetings with the regulatory agencies to allow an MDX representative to attend. The CONSULTANT shall copy MDX on all permit related correspondence and meetings.

The CONSULTANT shall meet with MDX within thirty (30) calendar days of receiving Notice to Proceed. The purpose of this MANDATORY meeting is to provide information to the CONSULTANT that shall better coordinate the environmental permitting efforts.

Wetland mitigation is not anticipated for the Project, though it shall be the CONSULTANT'S responsibility to confirm that no wetlands are present within the Project limits.

8.1 Preliminary Project Research

The CONSULTANT shall perform preliminary Project research and shall be responsible for early identification of and coordination with the appropriate regulatory agencies to assure that design efforts are properly directed toward permit requirements.

8.2 Complete Permit Involvement Form

Upon completion of the preliminary Project research, the CONSULTANT shall document permit involvement in coordination with MDX.

8.3 Establish Wetland Jurisdictional Lines

The CONSULTANT shall collect all data and information necessary to determine the boundaries of wetlands and surface waters defined by the rules or regulations of each agency processing or reviewing a permit application necessary to construct an MDX project.

The CONSULTANT shall be responsible for but not limited to the following activities:

- Determine landward extent of state waters as defined in Chapter 62-340 FAC as ratified in Section 373.4211 FS
- Determine the jurisdictional boundaries of wetlands and surface waters as defined by rules or regulations of any other permitting authority that is processing an MDX permit application.
- Prepare aerial maps showing the jurisdictional boundaries of wetlands and surface waters. Aerial maps shall be reproducible, of a scale no greater than 1"=200' and be recent photography. The maps shall show the jurisdictional limits of each agency. Xerox copies of aerials are not acceptable. All jurisdictional boundaries are to be tied to the Project's baseline of survey. When necessary, jurisdictional maps shall be signed and sealed by either a Registered Professional Engineer or a Registered Land Surveyor.
- Acquire written verification of jurisdictional lines from the appropriate environmental agencies.
- Prepare a written assessment of the current condition and relative value of the function being performed by wetlands and surface waters. Prepare data in tabular form which includes ID number for each wetland impacted, size of wetland to be impacted, type of impact and identify any wetland within the Project limits that will not be impacted by the Project.

8.4 Agency Verification of Wetland Data

The CONSULTANT shall be responsible for verification of wetland data identified in Section 8.3 and coordinating regulatory agency field reviews, including finalization of wetland assessments with applicable agencies.

8.5 Complete and Submit All Required Permit Applications

The CONSULTANT shall prepare permit packages as identified in Exhibit E - Conceptual ERP.

The CONSULTANT shall collect all of the data and information necessary to obtain the environmental permits required to construct the Project.

The CONSULTANT shall prepare each permit application for MDX approval in accordance with the rules and/or regulations of the environmental agency responsible for issuing a specific permit and/or authorization to perform work.

8.6 Prepare Dredge and Fill Sketches

8.7 Prepare USCG Permit Sketches

8.8 Prepare Easement Sketches

8.9 Prepare Right-of-Way Occupancy Sketches

8.10 Prepare Coastal Construction Control Line (CCCL) Permit Sketches (NOT APPLICABLE)

8.11 Prepare Tree Permit Information

MDX has acquired an Annual Regular and Specimen Royal Palm Tree Removal/Relocation Permit from Miami-Dade County DERM (refer to Exhibit J). This permit authorizes removal and relocation of all regular trees and palms less than 18" Diameter at Breast Height (DBH) and all regular and Specimen Royal Palms. Specimens are trees or palms that have a DBH equal to or greater than 18" and require double replacement of canopy if removed. Regular trees require canopy replacement mitigation at a 1:1 ratio. A Specimen Tree Removal/Relocation Permit will be required for removal or relocation of any Specimen trees or palms that are not Royal Palms. Certain non-native, nuisance trees are exempt from permitting. The CONSULTANT shall make every reasonable effort to preserve or relocate native trees and palms and Specimen trees and palms.

A preliminary tree survey of trees that would require mitigation if removed is included as Exhibit I. Exhibit I includes a Tree Survey table showing specimens of the trees that were located, and a file containing information on the infield area between N.W. 107th Avenue and N.W. 87th Avenue. Verification of the preliminary tree survey is the responsibility of the CONSULTANT. The CONSULTANT shall update the existing tree survey and tree survey table with the proposed disposition as part of the DERM permit process. All non-exempt trees will be identified and measured to determine the mitigation requirements for canopy replacement as required in the DERM permit. The CONSULTANT shall prepare Tree and Palm Disposition, Relocation, and Planting Plans that fulfill the reporting requirements of Special Condition 2 of Exhibit J (Annual Permit).

8.12 Mitigation Coordination and Meetings (NOT APPLICABLE)

The CONSULTANT shall coordinate with MDX personnel prior to approaching any environmental permitting or reviewing agencies. Once a mitigation plan has been reviewed and approved by MDX, the CONSULTANT will be responsible for coordinating the proposed mitigation plan with the environmental agencies.

8.13 Mitigation Design (NOT APPLICABLE)

If wetland impacts cannot be avoided, the CONSULTANT shall prepare a mitigation plan to be included as a part of the Environmental Resource or Wetlands Resource Permit applications.

Prior to the development of alternatives, the CONSULTANT shall meet with MDX to determine MDX's policies in proposing mitigation. The CONSULTANT shall proceed in the development of a mitigation plan based upon the general guidelines provided by MDX.

The CONSULTANT will be directed by MDX to investigate the following methods of mitigation:

- Payment to DEP/WMD per acre of wetlands impacted as defined in CH 373.4137 FS
- Monetary participation in offsite regional mitigation plans
- Monetary participation in a private mitigation bank
- Creation/restoration on public lands
- Creation/restoration on right-of-way purchased by MDX
- Creation/restoration on existing MDX right-of-way.

In the event that physical creation or restoration is the only feasible alternative to offset wetland impacts, the CONSULTANT shall collect all of the data and information necessary to prepare alternative mitigation plans that are acceptable to all permitting agencies and commenting agencies who are processing or reviewing a permit application for an MDX project.

Prior to selection of a final mitigation site, the CONSULTANT will provide the following services in the development of alternative mitigation plans:

- Preliminary jurisdictional determination for each proposed site
- Selection of alternative sites
- Coordination of alternative sites with MDX/all environmental agencies
- Written narrative listing potential sites with justifications for both non-recommended and recommended sites.

8.14 Environmental Clearances (NOT APPLICABLE)

The CONSULTANT shall prepare clearances for all pond and/or mitigation sites identified after the PD&E was completed, if applicable.

Archaeological and Historical Features: The CONSULTANT shall collect data necessary to completely analyze the impacts to all cultural and historic resources by the pond and/or mitigation sites and prepare a Cultural Resource Assessment Request Package.

Wetland Impact Analysis: The CONSULTANT shall analyze the impacts to wetlands for the pond and/or mitigation sites and complete the Wetlands Evaluation Report.

Wildlife and Habitat Impact Analysis: The CONSULTANT shall collect data necessary to perform an Endangered Species Biological Assessment, and analyze the impacts to wildlife and habitat by the pond and/or mitigation sites.

Contamination Impact Analysis: The CONSULTANT shall perform the necessary analysis to complete the Contamination Screening Evaluation for the pond and/or mitigation sites and complete the Contamination Screening Evaluation Report.

8.15 Technical Meetings

8.16 Quality Assurance/Quality Control

8.17 Supervision

8.18 Coordination

9 STRUCTURES - SUMMARY AND MISCELLANEOUS TASKS AND DRAWINGS

The CONSULTANT shall analyze and design all structures in accordance with applicable provisions as defined in Section 2.19, Provisions for Work. Individual tasks identified in Sections 9 through 18 are defined in the Staff Hour Estimation Handbook and within the provision defined in Section 2.19, Provisions for Work. Contract Documents shall display economical solutions for the given conditions.

The CONSULTANT shall provide design documentation to MDX with each submittal consisting of structural design calculations and other supporting documentation developed during the development of the plans. The design calculations submitted shall adequately address the complete design of all structural elements. These calculations shall be neatly and logically presented on 8½"x11" paper (where possible) and all sheets shall be numbered. The final design calculations shall be signed and sealed by a Florida-registered professional engineer. A cover sheet indexing the contents of the calculations shall be included and the engineer shall sign and seal that sheet. All computer programs and parameters used in the design calculations shall include sufficient backup information to facilitate the review task.

9.1 Index of Drawings

- 9.2 **Project Layout**
- 9.3 **General Notes and Bid Item Notes**
- 9.4 **Incorporate Florida Department of Transportation Standards**
- 9.5 **Incorporate Report of Core Borings**
- 9.6 **Existing Bridge Plans**
- 9.7 **Computation Book and Quantities**
- 9.8 **Cost Estimate**
- 9.9 **Technical Special Provisions**
- 9.10 **Field Reviews**
- 9.11 **Technical Meetings**
- 9.12 **Quality Assurance/Quality Control**
- 9.13 **Independent Peer Review (NOT APPLICABLE)**
- 9.14 **Supervision**
- 9.15 **Coordination**

10 STRUCTURES - BRIDGE DEVELOPMENT REPORT

The CONSULTANT shall prepare a Bridge Development Report (BDR) as required in the FDOT Plans Preparation Manual and the FDOT Structures Design Guidelines. Submit the BDR as part of the Phase I Submittal, General Requirements.

GENERAL REQUIREMENTS

- 10.1 **Bridge Geometry**
- 10.2 **Ship Impact Data Collection**
- 10.3 **Ship Impact Criteria**

SUPERSTRUCTURE ALTERNATIVES

- 10.4 **Short Span Concrete**
- 10.5 **Medium-Span Concrete**
- 10.6 **Long Span Concrete**
- 10.7 **Structural Steel**

FOUNDATION AND SUBSTRUCTURE ALTERNATIVES

10.8 Pier/Bent Types

10.9 Shallow Foundations

10.10 Deep Foundations

MOVABLE SPAN

10.11 Data Collection and Design Criteria

10.12 Movable Span Geometrics and Clearances

10.13 Deck System Evaluation

10.14 Framing Plan Development

10.15 Main Girder Preliminary Design

10.16 Conceptual Span Balance/Counterweight

10.17 Support System Development

10.18 Drive Power Calculations

10.19 Drive System Development

10.20 Power and Control Development

10.21 Conceptual Pier Design

10.22 Foundation Analysis (FL PIER)

10.23 Tender Visibility Study

OTHER BDR ISSUES

- 10.24 **Aesthetics**
- 10.25 **TCP/Staged Construction Requirements**
- 10.26 **Constructability Requirements**
- 10.27 **Abutment Slope/Wall Evaluation**
- 10.28 **Quantity and Cost Estimates**
- 10.29 **Quantity and Cost Estimates - Movable Span (Not Applicable)**
- 10.30 **Wall Type Justification**

REPORT PREPARATION

- 10.31 **Exhibits**
- 10.32 **Exhibits - Movable Span (Not Applicable)**
- 10.33 **Report Preparation**
- 10.34 **Report Preparation - Movable Span (Not Applicable)**
- 10.35 **BDR Submittal Package**

PRELIMINARY PLANS (OPTIONAL)

At MDX's request, develop Preliminary Plans as part of the BDR submittal.

- 10.36 **General Notes Sheets**
- 10.37 **Plan and Elevation Sheets**
- 10.38 **Construction Staging**
- 10.39 **Superstructure Section Sheets**
- 10.40 **Substructure Section Sheets**
- 10.41 **Movable Span – General Notes Sheets (Not Applicable)**
- 10.42 **Movable Span – Plan and Elevation Sheets (Not Applicable)**
- 10.43 **Movable Span – Clearance Diagram (Not Applicable)**
- 10.44 **Movable Span – Bascule Pier Layouts (Not Applicable)**
- 10.45 **Movable Span – Bascule Leaf Section (Not Applicable)**
- 10.46 **Movable Span – Bascule Leaf Framing Plan (Not Applicable)**

10.47 Movable Span – Machinery Layouts (Not Applicable)

10.48 Movable Span – Control Logic Diagram (Not Applicable)

11 STRUCTURES - TEMPORARY BRIDGE (NOT APPLICABLE)

GENERAL LAYOUT DESIGN AND PLANS

11.1 Overall Bridge Final Geometry

11.2 General Plan and Elevation

11.3 Miscellaneous Details

END BENT DESIGN AND PLANS

11.4 End Bent Structural Design

11.5 End Bent Details

INTERMEDIATE BENT DESIGN AND PLANS

11.6 Intermediate Bent Structural Design

11.7 Intermediate Bent Details

MISCELLANEOUS SUBSTRUCTURE DESIGN AND PLANS

11.8 Foundation Layout

11.9 Reserved

12 STRUCTURES - SHORT SPAN CONCRETE BRIDGE

GENERAL LAYOUT DESIGN AND PLANS

12.1 Overall Bridge Final Geometry

12.2 Expansion/Contraction Analysis

12.3 General Plan and Elevation

12.4 Construction Staging

12.5 Approach Slab Plan and Details

12.6 Miscellaneous Details

END BENT DESIGN AND PLANS

12.7 End Bent Geometry

12.8 End Bent Structural Design

12.9 End Bent Plan and Elevation

12.10 End Bent Details

INTERMEDIATE BENT DESIGN AND PLANS

12.11 Bent Geometry

12.12 Bent Stability Analysis

12.13 Bent Structural Design

12.14 Bent Plan and Elevation

12.15 Bent Details

MISCELLANEOUS SUBSTRUCTURE DESIGN AND PLANS

12.16 Foundation Layout

SUPERSTRUCTURE DESIGN AND PLANS

12.17 Finish Grade Elevation Calculation

12.18 Finish Grade Elevations

CAST-IN-PLACE SLAB BRIDGES

12.19 Bridge Deck Design

12.20 Superstructure Plan

12.21 Superstructure Sections and Details

PRESTRESSED SLAB UNIT BRIDGES

12.22 Prestressed Slab Unit Design

12.23 Prestressed Slab Unit Layout

12.24 Prestressed Slab Unit Details and Schedule

12.25 Deck Topping Reinforcing Layout

12.26 Superstructure Sections and Details

REINFORCING BAR LISTS

12.27 Reinforcing Bar List

LOAD RATING

12.28 Load Ratings

13 STRUCTURES - MEDIUM SPAN CONCRETE BRIDGE

GENERAL LAYOUT DESIGN AND PLANS

- 13.1 Overall Bridge Final Geometry**
- 13.2 Expansion/Contraction Analysis**
- 13.3 General Plan and Elevation**
- 13.4 Construction Staging**
- 13.5 Approach Slab Plan and Details**
- 13.6 Miscellaneous Details**

END BENT DESIGN AND PLANS

- 13.7 End Bent Geometry**
- 13.8 Wingwall Design and Geometry**
- 13.9 End Bent Structural Design**
- 13.10 End Bent Plan and Elevation**
- 13.11 End Bent Details**

INTERMEDIATE BENT DESIGN AND PLANS

- 13.12 Bent Geometry**
- 13.13 Bent Stability Analysis**
- 13.14 Bent Structural Design**
- 13.15 Bent Plan and Elevation**
- 13.16 Bent Details**

PIER DESIGN AND PLANS

- 13.17 Pier Geometry**
- 13.18 Pier Stability Analysis**
- 13.19 Pier Structural Design**
- 13.20 Pier Plan and Elevation**
- 13.21 Pier Details**

MISCELLANEOUS SUBSTRUCTURE DESIGN AND PLANS

13.22 Foundation Layout

13.23 Fender System

SUPERSTRUCTURE DECK DESIGN AND PLANS

13.24 Finish Grade Elevation (FGE) Calculation

13.25 Finish Grade Elevations

13.26 Bridge Deck Design

13.27 Bridge Deck Reinforcing and Concrete Quantities

13.28 Diaphragm Design/Jacking Loads

13.29 Superstructure Plan

13.30 Superstructure Section

13.31 Miscellaneous Superstructure Details

REINFORCING BAR LISTS

13.32 Reinforcing Bar List

CONTINUOUS CONCRETE GIRDER DESIGN

13.33 Section Properties

13.34 Material Properties

13.35 Construction Sequence

13.36 Tendon Layouts

13.37 Live Load Analysis

13.38 Temperature Gradient

13.39 Time Dependent Analysis

13.40 Stress Summary

13.41 Ultimate Moments

13.42 Ultimate Shear

13.43 Construction Loading

13.44 Framing Plan

- 13.45 Girder Elevation
- 13.46 Girder Details
- 13.47 Erection Sequence
- 13.48 Splice Details
- 13.49 Girder Deflections and Camber

SIMPLE SPAN CONCRETE DESIGN

- 13.50 Prestressed Beam
- 13.51 Prestressed Beam Schedules
- 13.52 Framing Plan

LOAD RATING

- 13.53 Load Ratings

14 STRUCTURES - STRUCTURAL STEEL BRIDGE

GENERAL LAYOUT DESIGN AND PLANS

- 14.1 Overall Bridge Final Geometry
- 14.2 Expansion/Contraction Analysis
- 14.3 General Plan and Elevation
- 14.4 Construction Staging
- 14.5 Approach Slab Plan and Details
- 14.6 Miscellaneous Details

END BENT DESIGN AND PLANS

- 14.7 End Bent Geometry
- 14.8 Wingwall Design and Geometry
- 14.9 End Bent Structural Design
- 14.10 End Bent Plan and Elevation
- 14.11 End Bent Details

INTERMEDIATE BENT DESIGN AND PLANS

- 14.12 Bent Geometry

- 14.13 Bent Stability Analysis
- 14.14 Bent Structural Design
- 14.15 Bent Plan and Elevation
- 14.16 Bent Details

PIER DESIGN AND PLANS

- 14.17 Pier Geometry
- 14.18 Pier Stability Analysis
- 14.19 Pier Structural Design
- 14.20 Pier Plan and Elevation
- 14.21 Pier Details

MISCELLANEOUS SUBSTRUCTURE DESIGN AND PLANS

- 14.22 Foundation Layout
- 14.23 Fender System

SUPERSTRUCTURE DECK DESIGN AND PLANS

- 14.24 Finish Grade Elevation (FGE) Calculation
- 14.25 Finish Grade Elevations
- 14.26 Bridge Deck Design
- 14.27 Bridge Deck Reinforcing and Concrete Quantities
- 14.28 Superstructure Plan
- 14.29 Superstructure Section
- 14.30 Miscellaneous Bridge Deck Details

REINFORCING BAR LISTS

- 14.31 Reinforcing Bar List

STRUCTURAL STEEL PLATE GIRDER DESIGN

- 14.32 Unit Modeling
- 14.33 Section Design
- 14.34 Stiffener Design and Locations

- 14.35 Cross-frame Design
- 14.36 Connections
- 14.37 Bearing Assembly Design and Detailing (With Jacking Analysis)
- 14.38 Splice Design
- 14.39 Shear Stud Connectors
- 14.40 Deflection Analysis
- 14.41 Framing Plan
- 14.42 Girder Elevation
- 14.43 Structural Steel Details
- 14.44 Splice Details
- 14.45 Girder Deflections and Camber

STRUCTURAL STEEL BOX GIRDER DESIGN

- 14.46 Unit Modeling
- 14.47 Section Design
- 14.48 Stiffener Design and Locations
- 14.49 Interior Cross-Frame Design
- 14.50 Exterior Cross-Frame Design
- 14.51 Connections
- 14.52 Bearing Assembly Design and Detailing (with Jacking Analysis)
- 14.53 Splice Design
- 14.54 Shear Stud Connectors
- 14.55 Deflection Analysis
- 14.56 Framing Plan
- 14.57 Girder Elevation
- 14.58 Structural Steel Details
- 14.59 Splice Details
- 14.60 Girder Deflections and Camber

LOAD RATING

14.61 Load Ratings

15 **STRUCTURES - SEGMENTAL CONCRETE BRIDGE**

GENERAL LAYOUT DESIGN AND PLANS

- 15.1 Final Bridge Geometry
- 15.2 Casting Geometry Calculation
- 15.3 Finish Grade Geometry Calculation
- 15.4 Finish Grade Elevations
- 15.5 Construction Schedule
- 15.6 General Plan and Elevation
- 15.7 Approach Slab Plan and Details
- 15.8 Miscellaneous Details
- 15.9 Existing Bridge Plans

END BENT DESIGN AND PLANS

- 15.10 End Bent Geometry
- 15.11 Wingwall Geometry and Design
- 15.12 End Bent Structural Design
- 15.13 End Bent Plan and Elevation
- 15.14 End Bent Details

PIER DESIGN AND PLANS

- 15.15 Pier Geometry
- 15.16 Pier Stability Analysis
- 15.17 Pier Construction Loads
- 15.18 Pier Structural Design
- 15.19 Pier Plan and Elevation
- 15.20 Pier Details

MISCELLANEOUS SUBSTRUCTURE DESIGN AND PLANS

15.21 Foundation Layout

15.22 Fender System

LONGITUDINAL ANALYSIS

15.23 Section Properties

15.24 Material Properties

15.25 Superimposed Dead Loads

15.26 Construction Sequence

15.27 Tendon Layouts

15.28 Live Load Analysis

15.29 Temperature Gradient

15.30 Time Dependent Analysis

15.31 Stress Summary

15.32 Ultimate Moments

15.33 Ultimate Shear

15.34 Construction Loading

TRANSVERSE ANALYSIS

15.35 Time Dependent Analysis

15.36 Live Load Analysis

15.37 Temperature Gradient

15.38 Stress Summary

15.39 Ultimate Moments

15.40 Construction Loading

SUPERSTRUCTURE DESIGN

15.41 Typical Segment

15.42 Pier Segment

15.43 End Segment

- 15.44 Blister Details
- 15.45 Deviator Blocks
- 15.46 Bearings
- 15.47 Expansion Joints
- 15.48 Special Analysis

SUPERSTRUCTURE PLANS

- 15.49 Typical Sections
- 15.50 Finish Grade Elevations
- 15.51 Segment Designations
- 15.52 Typical Segments
- 15.53 Variable Depth Segments
- 15.54 Pier Segments
- 15.55 Expansion Joint Segments
- 15.56 CIP Closure Joint Details
- 15.57 Casting Geometry
- 15.58 Integrated 3-D Drawings

POST-TENSIONING DETAILS

- 15.59 Bulkhead Details
- 15.60 Transverse Tendon Layout
- 15.61 Longitudinal Tendon Layout
- 15.62 Temporary Post-Tensioning
- 15.63 Quantities and Stressing Schedule
- 15.64 Future Post-Tensioning
- 15.65 Anchorage Blisters
- 15.66 Deviation Blocks

MISCELLANEOUS DETAILS

- 15.67 Erection Sequence and Details

15.68 Access Opening Details

15.69 Bearings

15.70 Expansion Joints

15.71 Vermin Screen Details

15.72 Fender System

15.73 Railing Details

15.74 Lighting and Luminaries

15.75 Architectural Details

15.76 Special Systems

REINFORCING BAR LISTS

15.77 Reinforcing Bar Lists

LOAD RATING

15.78 Load Ratings

16 STRUCTURES - MOVABLE SPAN (NOT APPLICABLE)

FINAL DESIGN BASCULE PIER

16.1 Pier Deck

16.2 Leaf/Pier Clearance Diagrams

16.3 Load Shoe Columns

16.4 Trunnion Columns

16.5 Foundations

16.6 Footing

16.7 Seal

16.8 Back Wall (Approach Span Bearings) Closed Piers only

16.9 Bascule Pier Deck Elevations

BASCULE PIER DIMENSIONS - DETAILING

16.10 Pier Plan Views

16.11 Pier Elevations Views

16.12 Pier Sections

BASCULE PIER REINFORCING DETAILS

16.13 Pier Reinforcing

BASCULE PIER MISCELLANEOUS DETAILS

16.14 Pier Barrier Details

16.15 Stair Details

16.16 Handrail Details

16.17 Ladder and Hatch Details

16.18 Pier Equipment

16.19 Bascule Pier Notes and Summary of Quantities

16.20 Miscellaneous Details

BASCULE LEAF DESIGN

16.21 Deck Design

16.22 Sidewalk Design

16.23 Stringer Design

16.24 Typical Floorbeam Design

16.25 End Floorbeam Design

16.26 Deep Floorbeam Design

16.27 Sidewalk Bracket Design

16.28 Roadway Bracket Design

16.29 Main Girder Influence Lines

16.30 Main Girder Design

16.31 Trunnion Girder Design

16.32 Main Girder Camber Data

16.33 Leaf Lateral Bracing Design

16.34 Counterweight Design

16.35 Live Load Shoe Design

16.36 Barrier Design

16.37 Deck Elevations

16.38 Balance Calculations

BASCULE LEAF DETAILING

16.39 Bascule GP&E

16.40 Bascule Leaf Notes

16.41 Framing Plan

16.42 Flooring Plan and Details

16.43 Typical Section and Finish Grade Elevations

16.44 Girder Elevation

16.45 Girder Details

16.46 Camber Layout

16.47 Floor Beams

16.48 Counterweight Girder/Box

16.49 Trunnion Girder

16.50 Cylinder Girder

16.51 Lateral Bracing Details

16.52 Counterweight Bracing Details

16.53 Joint Details

16.54 Traffic Barrier Details

16.55 Pedestrian Rail and Support Details

16.56 Curb and Sidewalk Details

16.57 Barrier and Sidewalk Bracket Details

16.58 Counterweight Details

16.59 Stress Table or Influence Lines

MECHANICAL DESIGN

16.60 Final Power Requirements

16.61 Trunnion Assembly

16.62 Span Locks

16.63 Sump Pumps

MECHANICAL DRIVE DESIGN

16.64 Drive Shafts, Couplings, Keys, Bearings and Supports

16.65 Rack and Pinion, Bearings and Supports

16.66 Drive Train

16.67 Motor Brakes and Machinery Brakes

HYDRAULIC DRIVE DESIGN

16.68 Hydraulic Drive

MACHINERY DETAILING

16.69 Machinery Layout

16.70 Machinery Elevation

16.71 Machinery Section

16.72 Trunnion Assembly

16.73 Drive Details

16.74 Span Locks

ELECTRICAL DESIGN

16.75 Load Analysis

16.76 Power Distribution

16.77 Drive Equipment

16.78 Bridge Controls

16.79 Grounding

16.80 Lightning and Surge Suppression

16.81 Pier Lighting

ELECTRICAL DETAILING

16.82 Electrical Plan and Elevation

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

CONTROL HOUSE

- 16.95 Architectural Design
- 16.96 Architectural Details
- 16.97 Structural Design
- 16.98 Structural Details
- 16.99 HVAC/Plumbing Design
- 16.100 HVAC/Plumbing/Electrical Cables

REINFORCING BAR LISTS

- 16.101 Reinforcing Bar List

MISCELLANEOUS TASKS

- 16.102 Load Ratings

17 STRUCTURES - RETAINING WALL

- 17.1 Key Sheets
- 17.2 Horizontal Wall Geometry

PERMANENT PROPRIETARY WALLS

- 17.3 Vertical Wall Geometry
- 17.4 Semi-Standard Drawings
- 17.5 Wall Plan and Elevations (Control Drawings)
- 17.6 Details

TEMPORARY PROPRIETARY WALLS

- 17.7 Vertical Wall Geometry
- 17.8 Semi-Standard Drawings
- 17.9 Wall Plan and Elevations (Control Drawings)
- 17.10 Details

CAST-IN-PLACE RETAINING WALLS

- 17.11 Design
- 17.12 Vertical Wall Geometry
- 17.13 General Notes
- 17.14 Wall Plan and Elevations (Control Drawings)
- 17.15 Sections and Details
- 17.16 Reinforcing Bar List

OTHER RETAINING WALLS

- 17.17 Design
- 17.18 Vertical Wall Geometry
- 17.19 General Notes, Tables and Miscellaneous Details
- 17.20 Wall Plan and Elevations
- 17.21 Details

18 STRUCTURES - MISCELLANEOUS

CONCRETE BOX CULVERTS

- 18.1 Concrete Box Culverts
- 18.2 Concrete Box Culverts Extensions

STRAIN POLES (NOT APPLICABLE)

18.3 Steel Strain Poles

18.4 Concrete Strain Poles

MAST ARMS

18.5 Mast Arms

OVERHEAD/CANTILEVER SIGN STRUCTURES

18.6 Cantilever Sign Structures

18.7 Overhead Span Sign Structures

18.8 Special (Long Span) Overhead Sign Structures

18.9 Monotube Overhead Sign Structure

18.10 Bridge Mounted Signs (Attached to Superstructure)

HIGH MAST LIGHT FOUNDATIONS

18.11 High Mast Lighting Structures

SOUND BARRIER WALLS (GROUND MOUNT) (NOT APPLICABLE)

18.12 Horizontal Wall Geometry

18.13 Vertical Wall Geometry

18.14 Semi-Standard Drawings

18.15 Control Drawings

18.16 Design for Wall Height Covered by Standards

18.17 Design for Wall Height not Covered by Standards

18.18 Aesthetic Details

The CONSULTANT shall adhere to the Design Criteria.

SPECIAL STRUCTURES

18.19 To be determined by MDX.

19 SIGNING AND PAVEMENT MARKING ANALYSIS

The CONSULTANT shall analyze and document signing and pavement markings tasks in accordance with all applicable manuals, guidelines, standards, handbooks, procedures, and current design memorandums.

19.1 Traffic Data Analysis

The CONSULTANT shall review the approved preliminary engineering documents, typical section package, traffic technical memoranda and proposed geometric design alignment to identify proposed sign placements and roadway markings.

19.2 No Passing Zone Study (NOT APPLICABLE)

19.3 Reference and Master Design File

The CONSULTANT shall prepare the signing & marking design file to include all necessary design elements and all associated reference files.

19.4 Multi-Post Sign Support Calculations

The CONSULTANT shall determine the appropriate column size from the FDOT's Multi-Post Sign Program(s).

19.5 Sign Panel Design Analysis

Establish sign layout, letter size and series for non-standard signs.

19.6 Sign Lighting/Electrical Calculations

Includes the verification of photometrics on lighted, load center and voltage drop calculations.

19.7 Quantities

19.8 Computation Book

19.9 Cost Estimates

19.10 Technical Special Provisions

19.11 Field Reviews

The CONSULTANT shall provide a complete inventory of all existing signs (i.e. – sign structure type, sign panel messages, panel size and location) with the Phase II submittal.

19.12 Technical Meetings

19.13 Quality Assurance/Quality Control

19.14 Independent Peer Review (NOT APPLICABLE)

19.15 Supervision

19.16 Coordination

20 SIGNING AND PAVEMENT MARKING PLANS

The CONSULTANT shall prepare a set of Signing and Pavement Marking Plans in accordance with the FDOT Plans Preparation Manual that includes the following:

- 20.1 Key Sheet**
- 20.2 Summary of Pay Items Including Quantity Input**
- 20.3 Tabulation of Quantities**
- 20.4 General Notes/Pay Item Notes**
- 20.5 Project Layout**
- 20.6 Plan Sheet**
- 20.7 Typical Details**
- 20.8 Guide Sign Work Sheet(s)**
- 20.9 Traffic Monitoring Site (NOT APPLICABLE)**
- 20.10 Cross Sections**
- 20.11 Special Service Point Details**
- 20.12 Special Details**
- 20.13 Interim Standards**
- 20.14 Quality Assurance/Quality Control**
- 20.15 Supervision**

Overhead Sign Structure Sheet and Soil Boring Sheet are prepared in other activities of this scope.

21 SIGNALIZATION ANALYSIS

The CONSULTANT shall analyze and document signalization analysis tasks in accordance with all applicable manuals, guidelines, standards, handbooks, procedures, and current design memorandums. The CONSULTANT shall conduct all necessary coordination with Miami-Dade County Public Works' Traffic Signals and Signs Division to comply with the requirements of this section.

21.1 Traffic Data Collection

The CONSULTANT shall perform all effort required for traffic data collection, including crash reports, 24 hr. machine counts, 8 hr. turning movement counts, 7 day machine counts, and speed & delay studies. See Section 2.7.

21.2 Traffic Data Analysis

The CONSULTANT shall determine signal operation plan, intersection geometry, local signal timings, pre-emption phasing & timings, forecasting traffic, and intersection analysis run. See Section 2.7.

21.3 Signal Warrant Study

21.4 Systems Timings

The CONSULTANT shall determine proper coordination timing plans including splits, force offs, offsets, and preparation of a time space diagram.

21.5 Reference and Master Signalization Design File

The CONSULTANT shall prepare the signalization design file to include all necessary design elements and all associated reference files.

21.6 Reference and Master Interconnect Communication Design File

The CONSULTANT shall prepare the interconnect communication design file to include all necessary design elements and all associated reference files.

21.7 Overhead Street Name Sign Design

The CONSULTANT shall design signal mounted overhead street name signs.

21.8 Pole Elevation Analysis

21.9 Traffic Signal Operation Report

21.10 Quantities

21.11 Cost Estimate

21.12 Technical Special Provisions

21.13 Field Reviews

The CONSULTANT shall collect information from the maintaining agencies and conduct a field review. The review should include, but is not limited to the following:

- Existing Signal and Pedestrian Phasing
- Controller Make, Model, Capabilities and Condition/Age
- Condition of Signal Structure(s)
- Type of Detection as Compared With Current District Standards
- Interconnect Media
- Controller Timing Data.

21.14 Technical Meetings

21.15 Quality Assurance/Quality Control

21.16 Independent Peer Review

21.17 Supervision

21.18 Coordination

22 SIGNALIZATION PLANS

The CONSULTANT shall prepare a set of Signalization Plans in accordance with the FDOT Plans Preparation Manual, which includes the following:

- 22.1 Key Sheet**
- 22.2 Summary of Pay Items Including CES Input**
- 22.3 Tabulation of Quantities**
- 22.4 General Notes/Pay Item Notes**
- 22.5 Plan Sheet**
- 22.6 Interconnect Plans**
- 22.7 Traffic Monitoring Site**
- 22.8 Guide Sign Worksheet**
- 22.9 Special Details**
- 22.10 Special Service Point Details**
- 22.11 Mast Arm/Monotube Tabulation Sheet**
- 22.12 Strain Pole Schedule**
- 22.13 TCP Signal (Temporary)**
- 22.14 Temporary Detection Sheet**
- 22.15 Utility Conflict Sheet**
- 22.16 Interim Standards**
- 22.17 Quality Assurance/Quality Control**
- 22.18 Supervision**

Signal Structure Sheet and Soil Boring Sheet are prepared in other activities of this scope.

23 LIGHTING ANALYSIS

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

23.1 Lighting Justification Report

The CONSULTANT shall prepare a Lighting Justification Report. The report shall be submitted under a separate cover with the Phase I plan submittal.

23.2 Lighting Design Analysis Report

The CONSULTANT shall prepare a Preliminary Lighting Design Analysis Report. The report shall be submitted under a separate cover prior to the Phase II plans submittal. The report shall provide analyses for each typical section of the mainline, typical section for the ramps (one and/or two lanes), interchanges, underdeck lighting, and arterial roads. Each lighting calculation shall be properly identified as to the area that it covers.

The report shall include the lighting design criteria that will be used and shall include the evaluation of at least three lighting design alternatives and a recommendation on the alternative to use. Each alternative shall be properly described; the alternatives shall consider different pole heights, lamp wattage, and arm lengths. Each alternative shall be provided with a cost estimate that includes initial cost in addition to operations and maintenance cost for one year.

After approval of the preliminary report, the CONSULTANT shall submit a revised report including a detailed lighting design analysis for each submittal. The report shall be signed and sealed by an electrical engineer registered in the State of Florida.

23.3 Aeronautical Evaluation (NOT APPLICABLE)

The CONSULTANT shall prepare an Aeronautical Evaluation/Airspace Analysis Report for those projects within XX miles of an airport. It shall be submitted for approval by MDX and by FAA prior to the Phase II plans submittal.

The report shall include an evaluation of the glide slope of all adjacent airport runways (including future runways) and the preparation of the required FAA forms and special lighting calculations based on NO PENETRATION of the approach or transitional surfaces and coordination with the Airport Manager.

The report shall include a profile drawing for each condition affected by the runway approach and transitional surfaces. This drawing(s) shall show the roadway profile grade line at the edge of the shoulder pavement with proper baseline stations, the FAR Part 77 - 50:1 (or 34:1) approach surface line and the 7:1 transitional surface line. The scale of this drawing shall be 1"=100' horizontal and 1"=10' vertical. The proposed location of each light pole shall be properly shown at the respective station to clearly indicate that no penetration to either the approach surface or to the transitional surface is anticipated.

23.4 Voltage Drop Calculations

The CONSULTANT shall submit voltage drop calculations showing the equation or equations used along with the number of luminaries per circuit, the length of each circuit, the size conductor or conductors used and their ohm resistance values. The voltage drop incurred on each circuit (total volts and percentage of drop) shall be calculated, and all work necessary to calculate the voltage drop values for each circuit should be presented in such a manner as to be duplicated by MDX. The voltage drop calculations shall be signed and sealed by an electrical engineer registered in the State of Florida.

Load analysis calculations shall be submitted for each branch circuit breaker and main breaker.

23.5 FDEP Coordination and Report

23.6 Reference and Master Design Files

The CONSULTANT shall prepare the lighting design file to include all necessary design elements and all associated reference files.

23.7 Temporary Lighting

The CONSULTANT shall provide temporary lighting for all affected phases of construction to light all detour roadways in areas where required. The temporary lighting shall be included with the Traffic Control Plans with proper notes, quantities and details.

23.8 Design Documentation

The CONSULTANT shall submit a Roadway Lighting Design Documentation Book with each lighting plans submittal under a separate cover and not part of the roadway documentation book. At a minimum, the design documentation book shall include:

- Lighting Calculations.
- Back up sheet for each bid item quantity total on each lighting plan sheet (Phase III and Phase IV submittals).
- Phase submittal checklist.
- Three-way quantity check list (Phase III and IV submittals).
- Structural calculations for special conventional pole concrete foundations.
- Structural calculations for the high mast pole foundations.
- Letter to the power company requesting service.
- Power company confirmation letter on the requested services (Phase III and Phase IV submittals).
- Voltage drop calculations (Phase III and Phase IV submittals).
- Load analysis calculations (Phase III and Phase IV submittals).

23.9 Quantities

23.10 Cost Estimate

23.11 Technical Special Provisions

23.12 Field Reviews

The CONSULTANT shall collect information from the maintaining agencies and conduct a field review. The review should include but is not limited to the following:

- Existing Lighting Equipment
- Load Center, Capabilities and Condition/Age
- Condition of Lighting Structure(s).

23.13 Technical Meetings

The CONSULTANT shall notify MDX of all scheduled meetings with the regulatory agencies, affected utilities and the electrical service provider, and shall copy the MDX Engineer on all correspondence and meetings.

23.14 Quality Assurance/Quality Control

23.15 Independent Peer Review (NOT APPLICABLE)

23.16 Supervision

23.17 Coordination

24 LIGHTING PLANS

The CONSULTANT shall prepare a set of Lighting Plans in accordance with the FDOT Plans Preparation Manual, the MDX Enhancements Manual, and the MDX Design Criteria, which includes the following:

24.1 Key Sheet

24.2 Summary of Pay Item Sheet Including Quantity Input

24.3 Tabulation of Quantities

24.4 General Notes/Pay Item Notes

24.5 Pole Data and Legend & Criteria

24.6 Service Point Details

24.7 Project Layout

24.8 Plan Sheet

24.9 Special Details

24.10 Temporary Lighting Data and Details

24.11 Traffic Control Plan Sheets

24.12 Interim Standards

24.13 Quality Assurance/Quality Control

24.14 Supervision

Foundation Detail Sheets and Soil Boring Sheets are prepared in other activities of this scope.

25 LANDSCAPE ARCHITECTURE ANALYSIS

The CONSULTANT shall analyze and document landscape architecture tasks in accordance with all applicable manuals, guidelines, standards, handbooks, procedures, and current MDX and FDOT design memoranda. Prior to initiating the landscape design effort, the CONSULTANT shall meet with MDX to discuss the Project landscape concept.

25.1 Data Collection

The CONSULTANT shall conduct all research required to collect data necessary to complete the initial design analysis, including but not limited to, identifying local ordinances and collection of other Project data.

25.2 Site Inventory and Analysis

Includes identification of opportunities and constraints for the proposed Project based on existing site conditions. Summary of analysis, if required, is included in conceptual design.

25.3 Planting Design

Conceptual Design: Includes delineation of all proposed planting types, scheme development and preliminary costs, and areas and reports. The design shall be submitted with the Phase I plans.

Final Design: Includes identifying the species/type, size, location, spacing, and quality of all plants.

25.4 Irrigation Design

Feasibility Report: Includes analysis of methods, materials and operation costs associated with the proposed irrigation system design.

Conceptual Design: Typically not done in master design file. Includes determination of water and power sources. Phase I design level.

Final Design: Includes all work in master design files. Irrigation design includes, but is not limited to, the locations and sizes of pumps, pump stations, mainlines, lateral lines, irrigation heads, valves, backflow and control devices.

25.5 Hardscape Design

Conceptual design - scheme development and preliminary costs: Typically not done in master design file. Delineation of areas and elements to be included in design. Select cut sheets, prepare image boards. Includes report, if required.

Final Design: Includes all work in master design files. Hardscape Design includes, but is not limited to, sidewalks, plazas, steps, fountains, walls, pedestrian bridges, non-regulatory signs or Project graphics, roadway aesthetics, site furnishings.

25.6 Computation Book and Quantities

25.7 Cost Estimates

25.8 Technical Special Provisions

25.9 Field Reviews

25.10 Technical Meetings

25.11 Quality Assurance/Quality Control

25.12 Independent Peer Review (NOT APPLICABLE)

25.13 Supervision

25.14 Coordination

26 LANDSCAPE ARCHITECTURE PLANS

The CONSULTANT shall prepare a set of Landscape Plans which includes the following:

- 26.1 Key Sheet**
- 26.2 Tabulation of Quantities**
- 26.3 General Notes**
- 26.4 Tree and Vegetation Inventory, Protection and Relocation Plans**
- 26.5 Planting Plans for Linear Roadway Projects**
- 26.6 Planting Plans (Interchanges and Toll Plazas)**
- 26.7 Planting Details and Notes**
- 26.8 Irrigation Plans for Linear Roadway Project**
- 26.9 Irrigation Plans for Interchange and Toll Plazas**
- 26.10 Irrigation Details and Notes**
- 26.11 Hardscape Plans**
- 26.12 Hardscape Details and Notes**
- 26.13 Cost Estimate**
- 26.14 Quality Assurance/Quality Control**
- 26.15 Supervision**

TECHNICAL MAINTENANCE PLAN (NOT APPLICABLE)

The CONSULTANT shall prepare a written or graphic guide for care of the plantings, irrigation system and hardscape maintenance after the warranty period. Maintenance details and specifications shall recommend: a mowing schedule and maintained grass height; fertilization schedules, formulas, rates and methods of application; weeding schedule and method chemical, mechanical, or manual; edging schedule; herbicide schedules formulas, rates, methods of application, precautions; pruning schedule and methods to maintain health and clear sight requirements; mulching materials, thickness and replacement frequency; irrigation schedule and warranty period maintenance (flushing, adjustments, clean-up); litter pick-up; and hardscape care. This Maintenance Plan will be developed in coordination with the local government entity who assumes the maintenance obligation.

27 SURVEY

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

The CONSULTANT shall submit all survey notes and computations to document the surveys. All field survey work shall be recorded in approved media and submitted to MDX. Field books submitted to MDX

must be of an approved type. The field books shall be certified by the surveyor in responsible charge of work being performed before the final product is submitted.

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

The CONSULTANT shall be responsible for evaluating the Survey Report (Exhibit H) and any other ancillary survey required for all survey services necessary to prepare the Plans.

A Survey Map and Report will be prepared to serve as a certified final deliverable of all survey tasks that have been performed on the Project by the CONSULTANT and listed and or attached to the report. All of the survey tasks mentioned in the body of this report must be accomplished in accordance with the State of Florida Minimum Technical Standards, Chapter 472.027, Florida Statutes and Rule 61G17-6, Florida Administrative Code. The report and all associated files will be referred to as the Certified Survey Report for the Project.

27.1 Horizontal Project Network Control (HPNC)

Establish or recover HPNC, for the purpose of establishing horizontal control on the Florida State Plane Coordinate System or datum approved by MDX; may include primary or secondary control points. Includes analysis and processing of all field collected data, and preparation of forms.

27.2 Vertical Project Network Control (VPNC)

Establish or recover VPNC, for the purpose of establishing vertical control on datum approved by MDX; may include primary or secondary vertical control points. Includes analysis and processing of all field collected data, and preparation of forms.

27.3 Alignment and/or Existing Right of Way Lines

Establish, recover or re-establish Project alignment. Also includes analysis and processing of all field collected data, existing maps, and/or reports for identifying mainline, ramp, offset, or secondary alignments. Depict alignment and/or existing R/W lines (in required format) per existing MDX and/or FDOT R/W Maps, platted or dedicated rights of way.

27.4 Aerial Targets

Place, locate, and maintain required aerial targets and/or photo identifiable points. Includes analysis and processing of all field collected data, existing maps, and/or reports.

27.5 Reference Points

Reference HPNC points, Project alignment, vertical control points, section, ¼ section, center of section corners and General Land Office (G.L.O.) corners as required.

27.6 Topography (2D)

Locate all above ground features and improvements and deliver in appropriate electronic format. Effort includes field edits, analysis and processing of all field collected data, existing maps, and/or reports.

27.7 Digital Terrain Model (DTM)

Locate all above ground features and improvements for the limits of the Project by collecting the required data for the purpose of creating a DTM with sufficient density. Shoot all break lines, high and low points. Effort includes field edits, analysis and processing of all field collected data, existing maps, and/or reports.

27.8 Roadway Cross Sections/Profiles

Perform field survey check sections or profiles to verify the required accuracy of the DTM and/or to determine existing cross slope. Includes analysis and processing of all field collected data for comparison with the DTM.

27.9 Side Street Surveys

Refer to tasks of this document as applicable.

27.10 Underground Utilities

Designation includes 2-dimensional collection of existing utilities and selected 3-dimensional verification as needed for designation. Location includes non-destructive excavation to determine size, type and location of existing utility, as necessary for final 3-dimensional verification. Survey includes collection of data on points as needed for designates and locates. Includes analysis and processing of all field collected data, and delivery of all appropriate electronic files. Includes collection of top of ground elevation at underground utility location.

27.11 Outfall Survey

Locate all above ground features and improvements for the limits of the Project by collecting the required data for the purpose of a DTM Survey with sufficient density of shots. Shoot all break lines, high and low points. Includes field edits, analysis and processing of all field collected data, existing maps, and/or reports.

27.12 Drainage Survey

Locate underground data (XYZ, pipe size, type, condition and flow line) that relates to above ground data. Includes field edits, analysis and processing of all field collected data, existing maps, and/or reports.

27.13 Bridge Survey

Locate required above ground features and improvements for the limits of the bridge. Includes field edits, analysis and processing of all field collected data, existing maps, and/or reports. Includes bridge clearance survey of low clearance points as may be appropriate.

27.14 Channel Survey

Locate all topographic features and improvements for the limits of the Project by collecting the required data for the purpose of a Digital Elevation Model (DEM). Survey with sufficient density of shots. Shoot all break lines, high and low points. Includes field edits, analysis and processing of all field collected data, maps, and/or reports.

27.15 Pond Site Survey

Refer to tasks of this document as applicable.

27.16 Mitigation Survey

Refer to tasks of this document as applicable.

27.17 Jurisdiction Line Survey

Perform field location (2-dimensional) of jurisdiction limits as defined by respective authorities. Includes field edits, analysis and processing of all field collected data, and preparation of reports.

27.18 Geotechnical Support

Perform 3-dimensional (X,Y,Z) field location, or stakeout, of boring sites established by geotechnical engineer. Includes field edits, analysis and processing of all field collected data and/or reports.

27.19 Sectional/Grant Survey

Perform field location/placement of section corners, 1/4 section corners, and fractional corners where pertinent. Includes analysis and processing of all field-collected data and/or reports.

27.20 Subdivision Location

Survey all existing recorded subdivision/condominium boundaries, tracts, units, phases, blocks, street R/W lines, and common areas. Includes analysis and processing of all field collected data and/or reports. If unrecorded subdivision is on file in the public records of the subject county, tie existing monumentation of the beginning and end of the unrecorded subdivision.

27.21 Maintained R/W

Perform field location (2-dimensional) of maintained R/W limits as defined by respective authorities, if needed. Also includes field edits, analysis and processing of all field collected data, preparation of reports.

27.22 Boundary Survey

Perform boundary survey as defined by FDOT standards. Includes analysis and processing of all field collected data, preparation of reports.

27.23 Water Boundary Survey

Perform Mean High Water, Ordinary High Water and Safe Upland Line surveys as required by FDOT standards.

27.24 Right of Way Staking

Perform field staking and calculations of existing/proposed R/W lines for on-site review purposes.

27.25 Right of Way Monumentation

Set R/W monumentation as depicted on final R/W maps for corridor and water retention areas.

27.26 Line Cutting

Perform all efforts required to clear vegetation from the line of sight.

27.27 Work Zone Safety

Provide work zone as required by FDOT standards.

27.28 Miscellaneous Surveys

Refer to tasks of the Contract Documents, as applicable, to perform surveys not described herein.

27.29 Supplemental Surveys

Supplemental survey days and hours are to be approved in advance by MDX. Refer to tasks of the Contract Documents, as applicable, to perform surveys not described herein.

27.30 Document Research

Perform research of documentation to support field and office efforts involving surveying and mapping.

27.31 Field Review

Perform verification of the field conditions as related to the collected survey data.

27.32 Technical Meetings

Attend meetings as required and negotiated by MDX.

27.33 Quality Assurance /Quality Control

Establish and implement a QA/QC plan. Also includes Subconsultant review, response to comments and any resolution meetings if required, preparation of submittals for review, etc.

27.34 Supervision

Perform all activities required to supervise and coordinate the Project. These activities must be performed by the Project supervisor, a Florida Professional Surveyor.

27.35 Coordination

28 PHOTOGRAMMETRY (NOT APPLICABLE)

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

In addition to the maps and photographic products, the CONSULTANT shall submit all computations to document the mapping. This will include documentation of all decisions reached from meetings, telephone conversations, and site visits.

28.1 Flight Preparation

Review record data, create target diagrams, and plan the mission.

28.2 Control Point Coordination

Determine photo identifiable control points, and mark contact prints.

28.3 Mobilization

Perform pre- and post flight aircraft inspection; prepare the aircraft and camera for the mission.

28.4 Flight Operations

Operate the aircraft, aerial camera, and other instruments to obtain aerial photography.

28.5 Film Processing

Process, check, and annotate the aerial film.

28.6 Photo Products

Prepare contact prints, contact diapositives, and photo enlargements.

28.7 Scanning

Scan photographic images.

28.8 Lidar

Post process lidar data to XYZ coordinates.

28.9 Aerial Triangulation

Measure and adjust control within aerial images.

28.10 Surfaces

Collect spot elevations and break lines to create surface model.

28.11 Ortho Generation

Create the ortho image.

28.12 Rectified Digital Imagery (Georeferenced)

Create the rectified digital image.

28.13 Mosaicking

Create the mosaic.

28.14 Sheet Clipping

Create plot files for sheets from the database.

28.15 Topographics (3D)

Prepare 3D topographic map.

28.16 Planimetrics (2D)

Prepare 2D planimetric map.

28.17 Drainage Basin

Prepare drainage basin maps.

28.18 CADD Edit

Perform final edit of graphics for delivery of required Microstation .dgn, CADD, and Geopak files.

28.19 Data Merging

Merge photogrammetric files, field survey files, and data from other sources.

28.20 Miscellaneous

Perform any other task not identified by numbered tasks.

28.21 Field Review

Perform on site review of maps.

28.22 Meetings

Attend meetings as required.

28.23 Quality Control/Quality Assurance

Establish and implement a QC/QA plan.

28.24 Supervision

Supervise all photogrammetric activities. This task must be performed by the Project supervisor, a Florida P.S.M.

28.25 Coordination

Coordinate with all elements of the Project to produce a final photogrammetric product.

29 MAPPING

The CONSULTANT shall be responsible for the preparation of control survey maps, right of way maps, maintenance maps, sketches, other miscellaneous survey maps, and legal descriptions as required for the Project in accordance with all applicable FDOT manuals, procedures, handbooks, and Florida Statutes. All maps, surveys and legal descriptions will be prepared under the direction of a Florida Professional Surveyor and Mapper (PSM) to FDOT size and format requirements utilizing FDOT approved software, and will be designed to provide a high degree of uniformity and maximum readability. The CONSULTANT will submit

maps, legal descriptions, quality assurance check prints, checklists, electronic media files and any other documents as required for the Project to MDX for review at stages of completion as negotiated.

MASTER CADD FILE

- 29.1 Alignment**
- 29.2 Section and 1/4 Section Lines**
- 29.3 Subdivisions**
- 29.4 Existing Right of Way**
- 29.5 Topography**
- 29.6 Parent Tract Properties and Existing Easements**
- 29.7 Proposed Right of Way Requirements**

The Engineer of Record (EOR) will provide the proposed requirements. The PSM is responsible for calculating the final geometry.

29.8 Limits of Construction

The limits of construction DGN file as provided by the EOR will be imported or referenced to the master CADD file. Additional labeling will be added as required. The PSM is required to advise the EOR of any noted discrepancies between the limits of construction line and the existing/proposed right of way lines, and for making adjustments as needed when a resolution is determined.

29.9 Jurisdictional/Agency Lines

These lines may include but are not limited to jurisdictional, wetland, water boundaries, and city/county limit lines.

SHEET FILES

- 29.10 Control Survey Cover Sheet**
- 29.11 Control Survey Key Sheet**
- 29.12 Control Survey Detail Sheet**
- 29.13 Right of Way Map Cover Sheet**
- 29.14 Right of Way Map Key Sheet**
- 29.15 Right of Way Map Detail Sheet**
- 29.16 Maintenance Map Cover Sheet**
- 29.17 Maintenance Map Key Sheet**
- 29.18 Maintenance Map Detail Sheet**

29.19 Reference Point Sheet

This sheet(s) will be included with the Control Survey Map, Right of Way Map and Maintenance Map.

29.20 Project Network Control Sheet

This sheet depicts the baseline, the benchmarks, the primary and secondary control points and their reference points including the type of material used for each point, their XYZ coordinates, scale factors and convergence angles. This sheet(s) may be included with the Control Survey Map, Right of Way Map and Maintenance Map.

29.21 Table of Ownerships Sheet

MISCELLANEOUS SURVEYS AND SKETCHES

29.22 Parcel Sketches

29.23 TIITF Sketches

29.24 Other Specific Purpose Survey(s)

29.25 Boundary Survey(s) Map

29.26 Right of Way Monumentation Map

29.27 Title Search Map

29.28 Title Search Report

29.29 Legal Descriptions

29.30 Final Map/Plans Comparison

The PSM will perform a comparison of the final right of way maps with the available construction plans to review the correctness of the type of parcel to be acquired and the stations/offsets to the required right of way. The PSM will coordinate with the EOR to resolve any conflicts or discrepancies and provide documentation of the review.

29.31 Field Reviews

29.32 Technical Meetings

29.33 Quality Assurance/Quality Control

29.34 Supervision

29.35 Coordination

30 GEOTECHNICAL

The CONSULTANT shall be responsible for a complete geotechnical investigation. All Work performed by the CONSULTANT shall be in accordance with FDOT standards, or as otherwise directed by MDX. MDX

will make interpretations and changes regarding geotechnical standards, policies and procedures and provide guidance to the CONSULTANT.

Prior to beginning each phase of investigation and after the Notice to Proceed is given, the CONSULTANT shall submit an investigation plan for approval and meet with MDX to review the Project scope and MDX requirements. The investigation plan shall include, but not be limited to, the proposed boring locations and depths, and all existing geotechnical information from available sources to generally describe the surface and subsurface conditions of the Project site. Additional meetings may be required to plan any additional field efforts, review plans, resolve plans/report comments, resolve responses to comments, and/or any other meetings necessary to facilitate the Project.

The CONSULTANT shall notify MDX in adequate time to schedule a representative to attend all related meetings and field activities.

30.1 Document Collection and Review

The CONSULTANT will review printed literature including topographic maps, county agricultural maps, aerial photography (including historic photos), ground water resources, geology bulletins, potentiometric maps, pile driving records, historic construction records and other geotechnical related resources. Prior to field reconnaissance, the CONSULTANT shall review U.S.G.S., S.C.S. and potentiometric maps, and identify areas with problematic soil and groundwater conditions.

ROADWAY

The CONSULTANT shall be responsible for coordination of all geotechnical related fieldwork activities. The CONSULTANT shall retain all samples until acceptance of Phase IV plans. Rock cores shall be retained as directed in writing by MDX.

The CONSULTANT shall obtain pavement cores as directed in writing by MDX.

If required by MDX, a preliminary roadway exploration shall be performed before the Phase I plans submittal. The preliminary roadway exploration will be performed and results provided to the Engineer of Record to assist in setting roadway grades and locating potential problem areas. The preliminary roadway exploration shall be performed as directed in writing by MDX.

CONSULTANT shall perform specialized field-testing as required by Project needs and as directed in writing by MDX.

All laboratory testing and classification will be performed in accordance with applicable FDOT standards, ASTM Standards or AASHTO Standards, unless otherwise specified in the Contract Documents.

30.2 Detailed Boring Location Plan

The CONSULTANT shall develop a detailed boring location plan and meet with MDX for boring plan approval. If the drilling program expects to encounter artesian conditions, the CONSULTANT shall submit a methodology(s) for plugging the borehole(s) to MDX for approval prior to commencing with the boring program.

30.3 Stake Borings/Utility Clearance

Stake borings and obtain utility clearance.

30.4 MOT Plans for Field Investigation

Coordinate and develop Maintenance of Traffic (MOT) plan. All work zone traffic control will be performed in accordance with the FDOT's Roadway and Traffic Design Standards Index 600 series.

30.5 Drilling Access Permits

Obtain all State, County, City, and Water Management District permits for performing geotechnical borings, as needed.

30.6 Property Clearances

Notify property tenants in person of drilling and field activities, if applicable. Written notification to property owners/tenants is the responsibility of MDX. However, the CONSULTANT is to advise and coordinate with MDX the need for such notifications.

30.7 Groundwater Monitoring

Monitor groundwater, using piezometers.

30.8 LBR Sampling

Collect appropriate samples for Limerock Bearing Ratio (LBR) testing.

30.9 Coordination of Field Work

Coordinate all field work required to provide geotechnical data for the Project.

30.10 Soil and Rock Classification - Roadway

Refine soil profiles recorded in the field, based on results of laboratory testing.

30.11 Design LBR

Determine design LBR values from the 90% and mean methods.

30.12 Laboratory Data

Tabulate laboratory test results for inclusion in the geotechnical report, the report of tests sheet (Roadway Soil Survey Sheet), and for any necessary calculations and analyses.

30.13 Seasonal High Water Table

Review the encountered ground water levels and estimate seasonal high ground water levels. Estimate seasonal low ground water levels, if requested by MDX.

30.14 Parameters for Water Retention Areas

Calculate parameters for water retention areas, exfiltration trenches, and/or swales.

30.15 Limits of Unsuitable Material

Delineate limits of unsuitable material(s) in both horizontal and vertical directions. Assist the Engineer of Record with detailing these limits on the cross-sections. If requested by MDX, prepare a plan view of the limits of unsuitable material.

Assist the Engineer of Record in determining the limits of required subsoil excavation.

30.16 ASCII Files for Cross-Sections

Create ASCII files of boring data for cross-sections.

30.17 Embankment Settlement and Stability

Estimate the total magnitude and time rate of embankment settlements. Calculate the factor of safety against slope stability failure.

30.18 Stormwater Volume Recovery and/or Background Seepage Analysis

Perform stormwater volume recovery analysis as directed by MDX.

30.19 Geotechnical Recommendations

Provide geotechnical recommendations regarding the proposed roadway construction of the Project including the following: description of the site/alignment, design recommendations and discussion of any special considerations (i.e. removal of unsuitable material, consolidation of weak soils, estimated settlement time/amount, groundwater control, high groundwater conditions relative to pavement base, etc.) Evaluate and recommend types of geosynthetics and properties for various applications, as required.

30.20 Preliminary Report

If a preliminary roadway investigation is performed, a preliminary roadway report shall be submitted before the Phase I plan submittal. The purpose of the preliminary roadway report will be to assist in setting road grades and locating potential problems.

- o Copies of U.S.G.S. and S.C.S. maps with Project limits shown.
 - A report of tests sheet that summarizes the laboratory test results, the soil stratification (i.e. soils grouped into layers of similar materials) and construction recommendations relative to FDOT Standard Indices 500 and 505.
- o Results of all tasks discussed in the previous section (Data Interpretation and Analysis).
 - An appendix that contains stratified soil boring profiles, laboratory test data sheets, sample embankment settlement and stability calculations, design LBR calculation/graphs, and other pertinent calculations.
- o The CONSULTANT will respond in writing to any changes and/or comments from MDX and submit any responses and revised reports.

30.21 Final Report

The final roadway report shall include the following:

- Copies of U.S.G.S. and S.C.S. maps with Project limits shown

- A report of tests sheet that summarizes the laboratory test results, the soil stratification (i.e. soils grouped into layers of similar materials) and construction recommendations relative to Standard Indices 500 and 505
- Results of all tasks discussed in the previous section (Data Interpretation and Analysis).
- An appendix that contains stratified soil boring profiles, laboratory test data sheets, sample embankment settlement and stability calculations, design LBR calculation/graphs, and other pertinent calculations.
- The CONSULTANT will respond in writing to any changes and/or comments from MDX and submit any responses and revised reports.

30.22 Auger Boring Drafting

Draft auger borings as directed by MDX.

30.23 SPT Boring Drafting

Draft SPT borings as directed by MDX.

STRUCTURES

The CONSULTANT shall be responsible for coordination of all geotechnical related fieldwork activities. The CONSULTANT shall retain all samples until acceptance of Phase IV plans. Rock cores shall be retained as directed in writing by the MDX.

CONSULTANT shall perform specialized field-testing as required by the needs of the Project and as directed in writing by the MDX.

All laboratory testing and classification will be performed in accordance with applicable FDOT standards, ASTM Standards or AASHTO Standards, unless otherwise specified in the Contract Documents.

The staff hour tasks for high embankment fills and structural foundations for bridges, box culverts, walls, high-mast lighting, overhead signs, mast arm signals, strain poles, buildings, and other structures include the following:

30.24 Detailed Boring Location Plan

Develop a detailed boring location plan. Meet with MDX for boring plan approval. If the drilling program expects to encounter artesian conditions, the CONSULTANT shall submit a methodology(s) for plugging the borehole to MDX for approval prior to commencing with the boring program.

30.25 Stake Borings/Utility Clearance

Stake borings and obtain utility clearance.

30.26 MOT Plans for Field Investigation

The CONSULTANT shall coordinate and develop an MOT plan. All work zone traffic control will be performed in accordance with the FDOT's Roadway and Traffic Design Standards Index 600 series.

30.27 Drilling Access Permits

Obtain all State, County, City, and Water Management District permits for performing geotechnical borings, as needed.

30.28 Property Clearances

Notify property tenants in person of drilling and field activities, if applicable. Written notification to property owners/tenants is the responsibility of MDX.

30.29 Collection of Corrosion Samples

Collect corrosion samples for determination of environmental classifications.

30.30 Coordination of Field Work

Coordinate all field work required to provide geotechnical data for the Project.

30.31 Soil and Rock Classification - Structures

Soil profiles recorded in the field should be refined based on the results of laboratory testing.

30.32 Tabulation of Laboratory Data

Laboratory test results should be tabulated for inclusion in the geotechnical report and for the necessary calculations and analyses.

30.33 Design Groundwater Level for Structures

Review encountered ground water levels, estimate seasonal high groundwater levels, and evaluate groundwater levels for structure design.

30.34 Selection of Foundation Alternatives (BDR)

Evaluation and selection of foundation alternative, including the following:

- Spread footings
- Prestressed concrete piling - various sizes
- Steel H- piles
- Steel pipe piles
- Drilled shafts.

Foundation analyses shall be performed using approved FDOT methods. Assist in selection of the most economical, feasible, foundation alternative.

30.35 Detailed Analysis of Selected Foundation Alternate(s)

Detailed analysis and basis for the selected foundation alternative. Foundation analyses shall be performed using approved FDOT methods and shall include:

- For pile and drilled shaft foundations, provide graphs of ultimate axial soil resistance versus tip elevations. Calculate scour resistance and/or downdrag (negative skin friction), if applicable.

- CONSULTANT shall assist the Engineer of Record in preparing the Pile Data Table (including test pile lengths, scour resistance, downdrag, minimum tip elevation, etc.)
- Provide the design soil profile(s), which include the soil model/type of each layer and all soil-engineering properties required for the Engineer of Record to run the FBPIER computer program. Review lateral analysis of selected foundation for geotechnical compatibility.
- Shallow foundation bearing capacity (including soil bearing capacity, minimum footing width, and minimum embedment depth).
- Estimated maximum driving resistance anticipated for pile foundations.
- Provide settlement analysis.

30.36 Bridge Construction and Testing Recommendations

Provide construction and testing recommendations including potential constructability problems.

30.37 Lateral Load Analysis (Optional)

Perform lateral load analyses as directed by MDX.

30.38 Walls

Provide the design soil profile(s), which include the soil model/type of each layer and all soil engineering properties required by the Engineer of Record for conventional wall analyses and recommendations. Review wall design for geotechnical compatibility and constructability.

Evaluate the external stability of conventional retaining walls, noise abatement walls, and retained earth wall systems. For retained earth wall systems, calculate and provide minimum soil reinforcement lengths versus wall heights, and soil parameters assumed in analysis. Estimate differential and total (long term and short term) settlements.

Provide wall construction recommendations.

30.39 Sheet Pile Wall Analysis (Optional)

Analyze sheet pile walls as directed by MDX.

30.40 Soil Parameters for Signs, Signals, High Mast Lights, and Strain Poles and Geotechnical Recommendations

Provide the design soil profile(s) that include the soil model/type of each layer and all soil properties required by the Engineer of Record for foundation design. Review design for geotechnical compatibility and constructability.

30.41 Box Culvert Analysis

- Provide the design soil profile(s) that include the soil model/type of each layer and all soil properties required by the Engineer of Record for foundation design. Review design for geotechnical compatibility and constructability.
- Provide lateral earth pressure coefficients.
- Provide box culvert construction and design recommendations.
- Estimate differential and total (long term and short term) settlements.
- Evaluate wingwall stability.

30.42 Preliminary Report - BDR

The preliminary structures report shall contain the following discussions as appropriate for the assigned Project:

- Copies of U.S.G.S. and S.C.S. maps with Project limits shown.
- Summary of structure background data, SCS, USGS, geologic and potentiometric data.
- The results of all tasks discussed in the previous section (Data Interpretation and Analysis).
- Recommendations for foundation installation, or other site preparation soils-related construction considerations with plan sheets as necessary.
- Any Special Provisions required for construction that are not addressed in the FDOT's Standard Specifications.
- An appendix which includes SPT and CPT boring/sounding profiles, data from any specialized field tests, engineering analysis, notes/sample calculations, sheets showing ultimate bearing capacity curves versus elevation for piles and drilled shafts, a complete FHWA check list, pile driving records (if available) and any other pertinent information.

30.43 Final Report - Bridge and Associated Walls

The final structures report shall include the following:

- Copies of U.S.G.S. and S.C.S. maps with Project limits shown.
- Summary of structure background data, SCS, USGS, geologic and potentiometric data.
- The results of all tasks discussed in the previous section (Data Interpretation and Analysis).
- Recommendations for foundation installation, or other site preparation soils-related construction considerations with plan sheets as necessary.
- Any special provisions required for construction that are not addressed in the FDOT's Standard Specifications.
- An appendix which includes SPT and CPT boring/sounding profiles, data from any specialized field tests, engineering analysis, notes/sample calculations, sheets showing ultimate bearing capacity curves versus elevation for piles and drilled shafts, a complete FHWA check list, pile driving records (if available) and any other pertinent information.

30.44 Final Reports - Signs, Signals, Box Culvert, Walls, and High Mast Lights

The final reports shall include the following:

- Copies of U.S.G.S. and S.C.S. maps with Project limits shown.
- Summary of structure background data, SCS, USGS, geologic and potentiometric data.
- The results of all tasks discussed in the previous section (Data Interpretation and Analysis).
- Recommendations for foundation installation, or other site preparation soils-related construction considerations with plan sheets as necessary.
- Any Special Provisions required for construction that are not addressed in the FDOT's Standard Specifications.
- An appendix which includes SPT and CPT boring/sounding profiles, data from any specialized field tests, engineering analysis, notes/sample calculations, sheets showing ultimate bearing capacity curves versus elevation for piles and drilled shafts, a complete FHWA check list, pile driving records (if available) and any other pertinent information.

Final reports will incorporate comments from MDX and contain any additional field or laboratory test results, recommended foundation alternatives along with design parameters and Special Provisions for the contract plans. These reports will be submitted to MDX for review prior to Project

completion. After review by MDX, the reports will be submitted to MDX in final form and will include the following:

- All original plan sheets (11" x 17")
- One set of all plan and specification documents, in electronic format, according to MDX requirements
- Two sets of record prints
- Six sets of any Special Provisions
- All reference and support documentation used in preparation of the contract plans package.

Additional final reports (up to four), aside from stated above, may be needed and requested by MDX.

The final reports, Special Provisions, as well as record prints, will be signed and sealed by a Professional Engineer registered in the State of Florida.

- Draft the detailed boring/sounding standard sheet, including environmental classification, results of laboratory testing, and specialized construction requirements, for inclusion in final plans.

30.45 Drafting

Prepare a complete set of drawings to include all SPT borings, auger borings and other pertinent soils information in the plans. Include these drawings in the Final Geotechnical Report. Draft borings, location map, S.C.S. map and U.S.D.A. map as directed by MDX. Soil symbols must be consistent with those presented in the latest FDOT Soils and Foundations Handbook.

30.46 Technical Special Provisions

30.47 Field Reviews

Identify and note surface soil and rock conditions, surface water conditions and locations, and preliminary utility conflicts. Observe and note nearby structures and foundation types.

30.48 Technical Meetings

30.49 Quality Assurance/Quality Control

30.50 Supervision

30.51 Coordination

30.52 Optional Preliminary Contamination Assessment

When required, all work shall be performed in accordance with current Florida Department of Environmental Protection (DEP) and Federal OSHA and EPA standards. The following work shall be included, but not limited to:

- A minimum of four borings will be required per site.
- Soil gas analysis will be required by use of a flame ionization detector; e.g. Organic Vapor Analyzer (OVA).
- Installation of monitoring wells may be required.

- Water sampling and laboratory analysis may be required. The State of Florida Department of Health shall certify the laboratory performing the analysis.
- Four copies of the draft PCA report will be required for review and comment by MDX. After comments have been addressed, six (6) signed and sealed copies of the final PCA report shall be submitted to MDX. Copies of all documents will be additionally transmitted to MDX in electronic format in accordance with the FDOT's current standards.

31 ARCHITECTURE DEVELOPMENT

The Architectural Development scope shall include the complete design and preparation of plans to include the toll facilities, civil site plans, mechanical (HVAC and plumbing) plans, irrigation plans, structural plans, and electrical plans. For Electrical and Mechanical Toll Facility Design Guidelines, refer to Exhibits L and M, respectively. Architectural Facilities shall be design for a septic tank and well water supply system. The CONSULTANT is responsible for all the required permits associated with the work.

PHASE I - 30% DESIGN DEVELOPMENT

After receipt of written authorization to proceed from MDX and based on the approvals and any authorized adjustments to the Project scope, Project Schedule or budget, the CONSULTANT shall prepare, submit and present for approval by MDX, applicable Phase I (30%) documents, comprised of but not limited to the following:

Documents:

- Architectural and civil site plan(s) showing, in addition to site survey requirements, landscaping, drainage, water retention ponds, sewage disposal and water-supply system, chilled water supply and return piping and such physical features that may adversely affect or enhance the safety, health, welfare, visual environment, or comfort of the occupants.

Drawing(s) to include as a minimum, the following deliverables:

- Floor plan drawn at an architectural scale that will allow the entire facility to be shown on one sheet, without breaklines, and which indicates Project phasing as applicable to the Scope.
- Floor plans drawn at 1/8 inch or larger scale showing typical occupied spaces or special rooms with dimensions, sanitary facilities, stairs, elevators, identification of accessible areas for the disabled and other program requirements.
- Floor plans drawn at 1/8 inch or larger scale showing typical spaces or special rooms with dimensions, indicating door and window layouts and other relevant features.
- Furniture and equipment plans drawn at 1/8 inch or larger scale showing typical spaces or special rooms with dimensions, equipment and furnishing layouts and other relevant features.
- Reflected ceiling plans drawn at 1/8 inch or larger scale showing typical spaces or special rooms with dimensions, lighting equipment and ceiling panel layouts.
- Roof and miscellaneous plans to be drawn at 1/8 inch or larger scale showing dimensioned features penetrations, equipment and other relevant features.
- All exterior building elevations to illustrate and indicate the scale, finish, size and detail of the facility.
- Sufficient building and wall sections to show dimensions, proposed construction material, and relationship of finished floor to finished grades.
- Preliminary structural drawings to include plans and sections indicating systems, connections and foundations.
- Mechanical drawings to include floor plans with a single line HVAC duct layout, indoor and outdoor equipment locations, equipment schedules, details and diagrams, as well as other

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relevant features. Provide narrative description of the proposed HVAC system equipment, including the refrigeration and heating systems, AHUs, and other relevant features.

- Plumbing drawings to include floor plans with the sanitary drain-waste-vent (DWV) and potable hot/cold water systems layouts indicating tie-ins to utilities, sanitary DWV isometrics, potable hot/cold water diagrams, plumbing fixture data, connection schedules, details and other relevant features.
- Electrical drawings include plans with lighting layouts for outdoors and interior spaces, and a single-line diagram of the electrical distribution and electrical outlets for all spaces. Provide layout for security systems, and show location of all the main components of the electrical system, transformers, panels, main switchboard, stand-by generator, and fire alarm panel. Also show locations of mechanical equipment such as compressors and air handler units and their respective electrical connections and other relevant features.
- Equipment and furnishing schedules to indicate equipment that will be provided by the Contractor and those that will be provided by MDX or others.

Life-Safety plans to show exit strategy, rated doors, emergency wall openings, and other relevant features:

- By symbol, indicate fire extinguishers, fire alarm equipment, master valves and emergency disconnects, emergency lighting, emergency power equipment, fire sprinklers, exit signs, smoke and fire dampers, and other life-safety equipment relevant to the facility.
- By symbol, indicate connections and tie-ins to existing equipment.

Outline specifications:

- Organized to conform to the formats for outline specifications as established by the Construction Specifications Institute's current edition of Master Format on the date of execution of the Contract.
- Complete for Divisions 2 through 16 for finishes, material, and systems including civil, structural, HVAC, electrical, plumbing and specialty items, including alarm systems, electronic controls and computer networking components.

Other Requirements:

- Provide preliminary calculations for structural, mechanical (HVAC and plumbing), and electrical systems.
- Provide a cost estimate for architectural components including buildings, electrical, mechanical, civil and other relevant items not covered under the roadway cost estimate (Section 4.12.). The estimate shall be included as a line item(s) under Toll Facility.
- Design to meet or exceed Florida Energy Efficiency Code for Building Construction (FEEC). Submit completed FEEC forms, including calculations for mechanical systems, documenting energy efficiency ratio rating of HVAC equipment, electrical systems, insulation, and building envelope shall be submitted to MDX for review and approval.
- The CONSULTANT shall advise MDX of any adjustments to the budget and shall submit a fully detailed Phase I estimate of probable construction cost, projected to the expected time of bid and containing sufficient detail to provide information necessary to evaluate compliance with the construction budget set for the Project. Format estimate and provide detail matching the organization and content of the Project's Outline Specifications complete for Divisions 2 through 16.
- Provide an updated project development schedule reflecting development and anticipated schedules for all subsequent Project activities.

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- A letter indicating, the extent of any known or suspected asbestos containing materials or other potentially hazardous materials which might require mitigation by MDX prior to or during construction of the Project. Establish and confirm responsibility for removing the asbestos or other hazardous materials in the design development documents and coordinate with project development schedule, statement of probable construction cost and other documentation.
- Preliminary color boards to review two color selection schemes.

Staff from each of the CONSULTANT's major technical disciplines, and Subconsultants shall attend coordination, review and presentation meetings with MDX to explain the design concept and technical resolution of their respective building or site systems.

The CONSULTANT shall submit five (5) sets of all documents required under this phase without additional charge, for approval by MDX. The CONSULTANT shall not proceed with the next phase until the completion of all required presentations and reports and receipt of a written authorization to proceed with the next phase.

PHASE II - 60% DOCUMENTS:

After written authorization to proceed from MDX and based on the approved Phase I documents and any adjustments in the scope or quality of the Project or in the fixed limit of construction cost authorized by MDX, the CONSULTANT shall prepare for approval by MDX, Phase II (60% Construction) documents setting forth in detail the requirements for the construction of the Project: The CONSULTANT is responsible for the full compliance of the design with all applicable codes. Phase II documents comprised of but not limited to the following:

Documents:

- Updated HVAC and Plumbing Systems sizing calculations, Florida Energy Efficiency Code for Building Construction (FEEC) compliance forms, as well as proposed HVAC and plumbing equipment/fixtures catalog cuts.
- Calculations: Provide preliminary calculations for structural, mechanical (HVAC and plumbing), distribution and electrical systems.
- Provide a cost estimate for architectural components including buildings, electrical, mechanical, civil and other relevant items not covered under the roadway cost estimate (Section 4.12.). The estimate shall be included as a line item(s) under Toll Facility.

Drawings:

Site Plan(s) and detailing which, in addition to the Phase I requirements, indicate the following:

- Spot elevations, based on the civil grading plan, for the perimeter of the new construction, sidewalk, or any other areas pertinent to the drainage of rainwater.
- Location of storm water service for new construction roof drainage.
- Parking lot lighting poles location and type.
- Final locations for manholes, handholds, pull boxes.
- Layout of underground distribution systems (normal power emergency power, fire alarm, master clock, intercommunication, television, telephone, security, control and spares).
- Locations of all site improvements, playground and equipment, street furniture, planters and other features.

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- Details of all curbing, typical parking spaces (regular and handicap accessible), handicap ramps, directional signage, site lighting, flagpole, fence foundations, and any other site conditions pertinent to the scope of work.

A plan to delineate, staging, areas, site barriers, and other area designations to control the public from construction activities and traffic.

Irrigation plans and details delineating the entire area of the Project, and addressing necessary connections, alteration, repair or replacement of any existing irrigation.

Floor plans to include the following:

- All dimensions and any cross references explaining the extent of work, wall types, or other component, assembly or direction regarding the construction.
- Wall chases, floor drains and rainwater leaders.
- Show structural tie columns and coordinate with the floor plan.
- Cross referenced interior elevations.
- Delineate and note all built-in cabinetry or equipment.
- Identify room and door numbers with all doors having individual numbers.

Demolition Plans: Indicate required demolition activities.

- Provide separate demolition plan(s) and other drawings (elevations, sections, etc.) if the scope of work includes demolition which is too excessive to indicate in drawings depicting new construction.
- Indicate notes on the extent of the demolition: address dimensions at locations where partial walls are being removed or altered, existing room names and numbers, existing partitions, equipment, plumbing, HVAC or electrical elements,
- Include notes dealing with protection of existing areas as a result of demolition.
- Delineate any modifications to existing buildings involving structural elements within the structural documents rather than on the architectural.

Building elevations developed further than at Phase II and including delineation of building joints (including dimensionally located stucco control joints), material locations, elevation height, and other building features.

Building and wall sections to establish vertical controls and construction types. Include clear graphic, and notes on construction assemblies and systems to be used, dimensions, heights. Provide, associated detailing to delineate solutions for difficult connections.

Reflected ceiling plans to indicate ceiling types, heights, light fixture types, mechanical diffuser and return location, and sprinkler heads if area is sprinkled. Delineate and detail any dropped soffits or joint conditions between different materials. Coordinate with architectural, electrical, mechanical and plumbing disciplines.

Roof Plans:

- Indicate all roof penetrations, including drains, scuppers, exhaust fans any other equipment on the roof. Show direction of roof slopes with elevations at the high and low points, type of roofing system to be used, expansion joints, typical parapet and flashing details.
- Provide dimensions to locate all penetrations, and cross-reference details.

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Large scale building details as appropriate to this level of document development and as required to establish vertical controls for the Project, Include clear graphics, and notes on construction assemblies and systems to be used, dimensions heights. Provide associated detailing to delineate solutions for difficult connections.

Interior elevations of all rooms including cross references of cabinetry details, dimensions and heights, notes indicating type of equipment (and whether equipment is in or out of contract), wall materials, finishes, and classroom equipment and accessories.

Details of casework as necessary to appropriately delineate custom or pre-manufactured casework. Provide appropriate schedules referencing manufacturer's numbers or catalogs, finishes, hardware and other construction characteristics.

Details of the following:

- Door jamb, head and sill conditions.
- Wall and partition types.
- Window head, sill and jamb conditions, and anchorage methods shown, in lieu of referencing to manufacturer's standards.
- Interior signage to include all building identification, emergency exiting and equipment signs, and any other items pertinent to the identification of the Project. Coordinate with electrical discipline.
- Interior and exterior expansion control connections.
- Any other specialized items necessary to clearly express the intent of the Project design.

Room finishes and door schedules coordinated with the floor plans, developed to 60% completion.

Structural foundation and framing plans, with associated diagrams, schedules, notes, detailing and section drawings completed sufficiently to communicate the design intent and coordination with other disciplines.

Mechanical Drawings:

- Provide double line ductwork layout and HVAC equipment layout drawings with related diagrams and schematic diagrams, schedules, notes, detailing and section drawings completed sufficiently to communicate the design intent and coordination with other disciplines.
- Provide plumbing sanitary DWV and potable hot/cold water piping layout and plumbing fixture and equipment layout drawings with related sanitary DWV isometrics, potable hot/cold diagrams, schedules, notes, detailing and section drawings completed sufficiently to communicate the design intent and coordination with other disciplines.
- Provide dimensioned 1/4 plans, elevations and sections of the mechanical rooms showing service, clearance, room openings, nominal equipment size, ceiling height, duct clearance between bottom of joist and top of ceiling and any ceiling mounted lighting fixtures, electrical equipment or other building assembly or component, etc.

Electrical: Provide drawings for the following systems:

- Lighting including, circuiting and luminaire identification and switching. Also provide illuminance computer print out for all indoor typical indoor spaces and parking lots.

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- Convenience outlets and circuiting, special outlets and circuiting, and power systems and equipment. Provide riser diagrams for all electrical systems including fire alarm and telephone. Also, provide for stand-by and normal power distribution. Provide light fixture schedule.
- Panel schedule may be in preliminary form but circuitry must be included.
- Applicable installation details.
- General legend and list of abbreviations.
- Voltage drop computations for all main feeders.
- Short circuit analysis
- Provide 1/2" inch scale floor plan and wall elevations for all electrical rooms.
- Indicate surge protector for main switchboard and electrical panels.

Specifications:

- Provide preliminary project manual including front-end documents. Completion of fill-in items in bidding documents and other "Division 0" documents is not required.
- Provide a preliminary Division 1 based upon the standard documents provided by MDX and edited by the CONSULTANT after consultation with MDX to establish Project specific requirements.
- Include progress set of all other Sections in Divisions 2-16 with each section developed to demonstrate to the MDX an understanding of the Project and an appropriate level of developmental progress comparable to that of the drawings.
- Specification sections shall be organized to follow the Construction Specification Institute's (CSI) current edition of Master Format with each section developed to include CSI's standard 3-part section and page formats with full paragraph numbering.

An updated project development schedule, formatted as a preliminary construction schedule reflecting continued Project development and illustrating anticipated schedules for all subsequent Project activities including permitting and submittal coordination with all agencies having jurisdiction on the Project, Project phasing, site, mobilization, temporary facilities, general construction sequencing, anticipated substantial completion dates, MDX occupancy, and all other significant Project events.

Colorboards illustrating color selections, finishes, textures and aesthetic qualities for all finish materials for final review and approval by MDX, and to establish a final palette of material selections for development of subsequent specifications, schedules and other requirements for incorporation into the Contract Documents.

A letter from the CONSULTANT and each of the major technical disciplines and any necessary Subconsultants or explaining how each previous comment concerning the Project has been addressed or corrected.

Staff from each of the CONSULTANT's major technical disciplines, and Subconsultants shall attend coordination, review and presentation meetings with the MDX to explain the design concept and technical resolution of their respective building or site systems.

The CONSULTANT shall submit five (5) sets of all documents required under this phase without additional charge, for approval by MDX. The CONSULTANT shall not proceed with the next phase until the completion of all required presentations and reports and receipt of a written authorization to proceed with the next phase.

PHASE III - 100% CONSTRUCTION DOCUMENTS SUBMITTAL

After written authorization to proceed from MDX and based on the approved Phase II documents and any adjustments in the scope or quality of the Project or in the fixed limit of construction cost authorized by MDX, the CONSULTANT shall prepare for approval by MDX, Phase III (100% Construction) documents setting forth in detail the requirements for the construction of the Project: The CONSULTANT is responsible for the full compliance of the design with all applicable codes. Phase III documents, comprised of but not limited to the following:

General Requirements:

- Updated Florida Energy Efficiency Code for Building Construction (FEEC) compliance forms. Submit five (5) copies signed and sealed by a State of Florida registered CONSULTANT.
- Signed and sealed/statements of compliance: Only complete documents, properly signed and sealed by the CONSULTANT and respective Subconsultants, will be accepted for review; in addition, these documents shall contain a statement of compliance by the Architect or Engineer of Record as follows: "To the best of my knowledge and belief these drawings, and the Project manual are complete, and comply with the Florida Department of Transportation and MDX Requirements".
- Submit engineering calculations for mechanical, electrical (HVAC and plumbing), and structural systems in a separately bound manual.
- Provide a cost estimate for architectural components including buildings, electrical, mechanical, civil and other relevant items not covered under the roadway cost estimate (Section 4.12.). The estimate shall be included as a line item(s) under Toll Facility.

Drawings:

The drawings shall include, all previous phase review requirements and the Phase III, 100% document requirements specified above, along with the following:

- Site plans including, but not limited to, area location map, legal description of property, demolition, excavation, utilities, finish grading, landscaping, mechanical, electrical, civil/structural, and architectural site plans.
- Drawings include at a minimum, the following:
- Key sheets including a table of contents and statement of compliance by the CONSULTANT. Each discipline shall have a list of abbreviations, schedule of material indications, and schedule of notations and symbols at the beginning of their section of the plans.
- Architectural drawings including floor plans, door, window and finish schedules, roof plans, elevations, sections, and details.
- Civil/structural drawings including paving, traffic loops, service drives, parking; drainage; foundation plans; floor plans; roof plans; structural plans; sections; details; and, pipe, culvert, beam and column schedules.
- Mechanical drawings including floor plans; sections; details; riser diagrams; kitchen exhaust hoods; and, equipment, fan, and fixture schedules, as well as other relevant graphic information and/or notations required to clearly depict the design intent.
- Electrical drawings including floor plans; sections; details; riser diagrams, and fixture and panel schedules.
- The drawings should indicate that the approved mechanical/electrical systems, from the previous phases FEEC/LCCA analysis, have been incorporated into the documents.

Staff from each of the CONSULTANT's major technical disciplines, and Subconsultants shall attend coordination, review and presentation meetings with MDX to explain the design concept and technical resolution of their respective building or site systems.

The CONSULTANT shall submit five (5) sets of all documents required under this phase without additional charge, for approval by MDX. The CONSULTANT shall not proceed with the next phase until the completion of all required presentations and reports and receipt of a written authorization to proceed with the next phase.

PHASE IV FINAL CONSTRUCTION DOCUMENTS SUBMITTAL:

After written authorization to proceed from MDX and based on the approved Phase III documents and any adjustments in the scope or quality of the Project or in the fixed limit of construction cost authorized by MDX, the CONSULTANT shall prepare for approval by MDX, Phase IV (Final Construction) documents setting forth in detail the requirements for the construction of the Project: The CONSULTANT is responsible for the full compliance of the design with all applicable codes. Phase IV documents, comprised of but not limited to the following:

General Requirements:

- This submittal is the official record set and shall be the bid documents.
- Signed and sealed/statements of compliance: Only complete documents, properly signed and sealed by the CONSULTANT and respective Subconsultants, will be accepted for review; in addition, these documents shall contain a statement of compliance by the Architect or Engineer of Record as follows: "To the best of my knowledge and belief these drawings, and the Project manual are complete, and comply with the Florida Department of Transportation, and MDX Requirements".
- Submit engineering calculations for mechanical (HVAC and plumbing), electrical, and structural systems in a separately bound manual.
- Provide a cost estimate for architectural components including buildings, electrical, mechanical, civil and other relevant items not covered under the roadway cost estimate (Section 4.12.). The estimate shall be included as a line item(s) under Toll Facility.

Drawings:

The drawings shall include, all previous phase review requirements and the Phase IV, final document requirements specified above, along with the following:

- Site plans including, but not limited to, area location map, legal description of property, demolition, excavation, utilities, finish grading, landscaping, mechanical, electrical, civil/structural, and architectural site plans:
- Drawings include at a minimum, the following:
- Key sheets including a table of contents and statement of compliance by the CONSULTANT. Each discipline shall have a list of abbreviations, schedule of material indications, and schedule of notations and symbols at the beginning of their section of the plans.
- Architectural drawings including floor plans, door, window and finish schedules, roof plans, elevations, sections, and details.
- Civil/structural drawings including paving, traffic loops, service drives, parking; drainage; foundation plans; floor plans; roof plans; structural plans; sections; details; and, pipe, culvert, beam and column schedules.
- Mechanical (HVAC and plumbing) drawings including floor plans; sections; details; riser diagrams; and equipment, fan, and fixture schedules, as well as any other relevant graphic information and/or notations required to clearly depict the design intent.

- Electrical drawings including floor plans; sections; details; riser diagrams, and fixture and panel schedules.
- The architectural, HVAC/plumbing, electrical/lighting drawings must indicate that all the approved documentation from the previous phases, meet or exceed all the requirements and the FEEC and have been incorporated into the documents.

Upon completion of the final construction documents, the CONSULTANT shall submit to MDX five (5) copies of the drawings, specifications, reports, programs, a final updated project development schedule, a final updated statement of probable construction cost and such other documents as reasonably required by MDX.

All documents for this phase shall be provided in both hard copy and in electronic media. MDX will approve Phase IV documents for submission to MDX for review and approval.

CIVIL PLANS

- 31.1 General Notes, Abbreviations, Symbols, and Legends**
- 31.2 Civil Site Plan**
- 31.3 Site Work Details**
- 31.4 Grading Plans**
- 31.5 Utilities Plans**
- 31.6 Utilities Details**
- 31.7 Horizontal Control Plan**
- 31.8 Repetitive Sheets**
- 31.9 Other Pertinent Project Documentation**
- 31.10 Cost Estimate**
- 31.11 Technical Special Provisions Package**
- 31.12 Field Reviews**
- 31.13 Technical Meetings**
- 31.14 Quality Assurance/Quality Control**
- 31.15 Independent Peer Review (NOT APPLICABLE)**
- 31.16 Supervision**

ARCHITECTURAL PLANS

- 31.17 Key Sheet and Index of Sheets**

- 31.18 Abbreviations, Symbols, and Legend**
- 31.19 Life Safety Plan(s)**
- 31.20 Site Plan(s)**
- 31.21 Floor Plan(s) (small scale)**
- 31.22 Floor Plan(s) (large scale)**
- 31.23 Exterior Elevation(s)**
- 31.24 Roof Plan(s)**
- 31.25 Roof Details**
- 31.26 Interior Elevation(s)**
- 31.27 Rest Room Plan(s) (Enlarged)**
- 31.28 Rest Room Elevation(s)**
- 31.29 Building Section(s)**
- 31.30 Reflective Ceiling Plan(s)**
- 31.31 Room Finish Schedule**
- 31.32 Door Finish Schedule**
- 31.33 Door Jamb Detail(s)**
- 31.34 Exterior Wall Section(s)**
- 31.35 Interior Wall Section(s)**
- 31.36 Overhead Door Detail(s)**
- 31.37 Curtain Wall Detail(s) (NOT APPLICABLE)**
- 31.38 Fascia, Soffit and Parapet Details**
- 31.39 Signage Detail(s)**
- 31.40 Miscellaneous Detail(s)**
- 31.41 Repetitive Sheets**
- 31.42 Design Narrative Reports**
- 31.43 Permitting**
- 31.44 Other Pertinent Project Documentation**

- 31.45 Cost Estimate
- 31.46 Technical Special Provisions Package
- 31.47 Field Reviews
- 31.48 Technical Meetings
- 31.49 Quality Assurance/Quality Control
- 31.50 Independent Peer Review (NOT APPLICABLE)
- 31.51 Supervision

STRUCTURAL PLANS

- 31.52 General Notes, Abbreviations, Symbols, and Legend
- 31.53 Foundation Plan(s) (Small Scale)
- 31.54 Foundation Plan(s) (Large Scale)
- 31.55 Slab Plan(s) (Small Scale)
- 31.56 Slab Plan(s) (Large Scale)
- 31.57 Slab Placement Plan(s)
- 31.58 Slab Placement Detail(s)
- 31.59 Foundation Section(s)
- 31.60 Foundation Detail(s)
- 31.61 Slab Section(s)
- 31.62 Slab Detail(s)
- 31.63 Roof Framing Plan(s) (Small Scale)
- 31.64 Roof Framing Plan(s) (Large Scale)
- 31.65 Roof Loading Plan(s) and Detail(s)
- 31.66 Roof Section(s)
- 31.67 Roof Detail(s)
- 31.68 Bearing Wall Section(s)
- 31.69 Bearing Wall Detail(s)
- 31.70 Column Section(s)

- 31.71 Column Detail(s)
- 31.72 Miscellaneous Sections
- 31.73 Repetitive Sheets
- 31.74 Other Pertinent Project Documentation
- 31.75 Cost Estimate
- 31.76 Technical Special Provisions Package
- 31.77 Field Reviews
- 31.78 Technical Meetings
- 31.79 Quality Assurance/Quality Control
- 31.80 Independent Peer Review (NOT APPLICABLE)
- 31.81 Supervision

MECHANICAL (HVAC/PLUMBING) PLANS

- 31.82 General Notes, Abbreviations, Symbols, Legend, and Code Issues
- 31.83 Plan(s) (Small Scale)
- 31.84 Plan(s) (Large Scale)
- 31.85 Detail(s)
- 31.86 Section(s)
- 31.87 Piping Schematic(s)
- 31.88 Control Plan(s)
- 31.89 Schedule(s)
- 31.90 HVAC Calculations
- 31.91 FEEC Forms and Calculations
- 31.92 Repetitive Sheets
- 31.93 Other Pertinent Project Documentation
- 31.94 Cost Estimate
- 31.95 Technical Special Provisions Package
- 31.96 Field Reviews

- 31.97 Technical Meetings
- 31.98 Quality Assurance/Quality Control
- 31.99 Independent Peer Review (NOT APPLICABLE)
- 31.100 Supervision

PLUMBING PLANS

- 31.101 General Notes, Abbreviations, Symbols, Legend, and Code Issues
- 31.102 Plan(s) (Small Scale)
- 31.103 Plan(s) (Large Scale)
- 31.104 Isometric(s)
- 31.105 Riser Diagram(s)
- 31.106 Detail(s)
- 31.107 Repetitive Sheets
- 31.108 Other Pertinent Project Documentation
- 31.109 Cost Estimate
- 31.110 Technical Special Provisions Package
- 31.111 Field Reviews
- 31.112 Technical Meetings
- 31.113 Quality Assurance/Quality Control
- 31.114 Independent Peer Review (NOT APPLICABLE)
- 31.115 Supervision

FIRE PROTECTION PLANS (NOT APPLICABLE)

- 31.116 General Notes, Abbreviations, Symbols, Legend, and Code Issues
- 31.117 Fire Protection Plan
- 31.118 Riser Diagram, Details, and Partial Plans
- 31.119 Hydraulic Calculation
- 31.120 Repetitive Sheets
- 31.121 Other Pertinent Project Documentation

- 31.122 Cost Estimate
- 31.123 Technical Special Provisions Package
- 31.124 Field Reviews
- 31.125 Technical Meetings
- 31.126 Quality Assurance/Quality Control
- 31.127 Independent Peer Review (NOT APPLICABLE)
- 31.128 Supervision

ELECTRICAL PLANS

- 31.129 General Notes, Abbreviations, Symbols, Legend, and Code Issues
- 31.130 Electrical Site Plan
- 31.131 Lighting Plan(s)
- 31.132 Lighting Fixtures Schedule(s)
- 31.133 Lighting Fixtures Detail(s)
- 31.134 Lightning Protection Plan(s)
- 31.135 Lightning Protection Details
- 31.136 Power Plan(s)
- 31.137 Power Distribution Riser Diagram(s), Fire Alarm Riser Diagram, Security System Riser Diagram, Data Riser Diagram, Telephone System Riser Diagram
- 31.138 Panel Board Schedule(s)
- 31.139 Data Plan(s) and Toll Equipment Conduit Plan(s)
- 31.140 Data Detail(s)
- 31.141 Communication Plan(s)
- 31.142 Communication Detail(s)
- 31.143 Fire Alarm System and Security Alarm System Plan(s)
- 31.144 Miscellaneous Detail(s)
- 31.145 Repetitive Sheets
- 31.146 Energy Analysis
- 31.147 Other Pertinent Project Documentation

31.148 Cost Estimate

31.149 Technical Special Provisions Package

31.150 Field Reviews

31.151 Technical Meetings

31.152 Quality Assurance/Quality Control

31.153 Independent Peer Review (NOT APPLICABLE)

31.154 Supervision

31.155 Coordination

32 PROJECT REQUIREMENTS

32.1 Liaison Office

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

32.2 Key Personnel

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

32.3 Progress Reporting

The CONSULTANT shall meet with MDX as required and shall provide written progress and schedule status reports that describe the work performed on each task. Progress and schedule status reports shall be delivered to MDX concurrently with the monthly invoice. MDX will make judgment on whether work of sufficient quality and quantity has been accomplished by comparing the reported percent complete against actual work accomplished.

32.4 Correspondence

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

32.5 Professional Endorsement

The CONSULTANT shall have a Registered Professional Engineer(s) in the State of Florida sign and seal all reports, documents, and plans as required by Florida Department of Transportation and MDX standards.

32.6 Computer Automation

The Project will be developed utilizing Computer Aided Drafting and Design (CADD) systems. It is the responsibility of the CONSULTANT to meet the requirements in the FDOT's CADD Manual. The CONSULTANT will submit final documents and files as described therein.

32.7 Coordination With Other Consultants

The CONSULTANT is to coordinate his work with any and all adjacent and integral consultants so as to effect complete and homogenous plans and specifications for the Project(s) described herein.

33 INVOICING LIMITS

Payment for the work accomplished will be in accordance with the Method of Compensation established for the Contract. Invoices shall be submitted to MDX, in a format prescribed by MDX. MDX and the CONSULTANT shall monitor the cumulative invoiced billings to insure the reasonableness of the billings compared to the Project Schedule and the Work accomplished and accepted by MDX.

The CONSULTANT will provide a list of key events and the associated total percentage of Work considered to be complete at each event. This list will be used to control invoicing. Payments will not be made that exceed the percentage of Work for any event until those events have actually occurred and the results are acceptable to MDX.



MDX PROCUREMENT/CONTRACT NO.:
RFQ-10-02

MDX WORK PROGRAM.:
N/A

MDX PROJECT/SERVICE TITLE:
MISCELLANEOUS DESIGN CONSULTANT

EXHIBIT B
INSURANCE REQUIREMENTS

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The Consultant shall not commence any Services in connection with the Contract Documents until all of the required insurances listed hereunder has been obtained and maintained in effect at all times during performance of Services (and, after completion of the Project when noted) and approved by MDX nor shall the Consultant allow any Subconsultant or Subcontractor , if applicable, to commence Services until all insurance required of that entity has been so obtained and approved by the Consultant. It is the responsibility of the Consultant to ensure that all Subconsultants and/or Subcontractors that perform the Services in connection with the Contract Documents carry adequate insurance to protect the Work and/or services provided. All insurance policies shall be with insurers qualified and doing business in Florida through an authorized licensed Florida Agent. Insurers shall be assigned a minimum A.M. Best rating of A-/VI or better.

No liability insurance required herein shall be written under a "Claims Made" form, except for Professional Liability, Errors & Omissions Liability and Pollution Liability-insurance or other insurance only reasonably available under a "Claims Made" form. Neither approval nor disapproval by MDX of the insurance program submitted by the Consultant, shall release the Consultant of full responsibility for negligence or liability which cause bodily injury, death or property damage, whether or not there is coverage provided by the required insurance program.

During the term of the Contract and any additional time as may be further required, the Consultant shall provide, pay for at its sole expense, and maintain in full force and effect, insurance outlined in the subsections below for coverages at not less than the prescribed minimum limits of liability covering the Consultant's activities and those of any and all Subconsultants and/or Subcontractors (including officers, directors, employees, or agents and its successors).

Based on the various types of Services to be provided, MDX reserves the right at its sole discretion to require the Consultant to obtain other types of insurance, increased limits of coverage, etc. to address specific issues related the Services. The Consultant shall provide, and maintain any such additional required insurance. Any cost incurred by the Consultant in meeting such requirements shall be reimbursable by MDX with proper documentation.

MDX is exempt from and shall in no way be liable for, any sums of money which may represent a deductible, self-insured retention and/or co-insurance penalty/provision in any insurance policy. The payment of such deductible, retention and/or co-insurance shall be the sole responsibility of the Consultant and/or Subconsultant and/or Subcontractors providing such insurance.

All policies provided shall provide an endorsement to include MDX, its employees, their members, officers, agents, and successors named as additional insureds specific to the Contract, excluding Workers' Compensation Insurance and Professional/Errors & Omissions Liability Insurance.

1. Professional/Errors & Omissions Liability Insurance:

The Consultant shall provide, pay for and maintain during the term of the Contract, a professional/errors and omissions liability insurance policy(ies), with a company authorized to do business in the State of Florida, affording professional liability coverage for the professional services to be rendered in accordance with the Contract Documents.

This coverage shall be provided in the amount of:

\$1,000,000 per claim and
\$1,000,000 in the aggregate

If the Consultant's present coverage is insufficient, the Consultant must obtain additional coverage prior to the initiation of the Services. The Consultant shall maintain that amount of professional liability coverage for a minimum of three (3) years after Contract Term expiration, termination or Final Acceptance of the Work by MDX. The Consultant shall require its insurer to notify MDX of changes in or cessation of coverage thirty (30) days prior to such action.

Subconsultants providing professional services to the Consultant are not required to carry the same coverage of Professional Liability Insurance. However, it is the Consultant's responsibility to make sure that all its Subconsultants carry sufficient insurance coverage to protect the Services to be provided. MDX shall hold the Consultant liable for any failure to obtain and maintain sufficient insurance coverage from its Subconsultants for the Services.

The requirement for professional liability insurance set forth in this section may be waived by MDX, if the Consultant obtains and maintains an unexpired, irrevocable letter of credit, established pursuant to chapter 675, Fla. Stat., entitled "Uniform Commercial Code: Letters Of Credit," in an amount not less than the minimum insurance coverage required by the Contract. The letter of credit shall be solely for the benefit of MDX and must remain valid until three (3) years after Contract Term expiration, termination or final acceptance of the Work by MDX. The letter of credit shall be approved by MDX and be payable to MDX as beneficiary upon presentment of a final judgment indicating liability arising out of the professional services and Services to be rendered in accordance with the Contract Documents and awarding damages to be paid to MDX by the Consultant or upon presentment of a settlement agreement signed by all parties. The letter of credit shall be non-assignable and nontransferable. The letter of credit shall be issued by any bank or savings association organized and existing under the laws of this state or any bank or savings association organized under the laws of the United States that has its principal place of business in this state or has a branch office which is authorized under the laws of this state or of the United States to receive deposits in this state.

Required X Not Required

2. Workers' Compensation and Employer's Liability Insurance:

Unless the Consultant substantiates to the satisfaction of MDX that the Consultant is either a qualified self-insured or is exempt from this type of insurance, the Consultant must maintain during the life of the Contract, Workers' Compensation Insurance and Employer's Liability Insurance providing coverages outlined below, and including a Voluntary Compensation Endorsement, for all the Consultant's employees connected with the Services of the Contract Documents. If Services are sublet, the Consultant shall require the Subconsultants and/or Subcontractors to provide Workers' Compensation Insurance for all employees unless such employees are covered by the Consultant.

Such insurance shall comply fully with the Florida Workers' Compensation Statute and be an amount sufficient to secure the benefits of the Florida Workers' Compensation Law for all employees.

The amount of coverage shall not be less than:

Coverage A	-	Statutory Benefits
Coverage B	-	Employer's Liability - \$1,000,000 limit each accident \$1,000,000 limit diseases each employee \$1,000,000 limit disease aggregate
Coverage C	-	Specific states, other than the Consultant's domicile, shall be scheduled as required in the performance of the Contract.

If the Consultant leases its employees or utilizes the services of a Professional Employer Organization (leasing company), the leasing company and/or the Consultant must provide the same proof of coverage for the leased employees working on the Services as if they were employees of the Consultant. The certificate of insurance and the Workers' Compensation Policy must contain the "Alternate Employer Endorsement – WC 00 03 01 A" or its equivalent.

If any of the Services provided in the Contract Documents involves USL & H, FELA or other hazardous classifications, which would require specific Workers' Compensation coverage, the Consultant shall provide insurance to comply with both State and Federal laws.

Required X Not Required

3. Commercial General Liability Insurance:

The Consultant must maintain **Commercial** General Liability insurance written on the broadest obtainable form.

Limits of insurance shall not be less than:

Each Occurrence Limit	\$1,000,000
Personal and Advertising Injury Limit	\$1,000,000
Products/Completed Operations Aggregate limit	\$2,000,000
General Aggregate Limit	\$2,000,000
Fire Damage Limit	\$100,000

Coverage shall provide accidental death and extended bodily injury coverage; incidental medical malpractice coverage; broad form property damage coverage; contractual liability coverage (either on a blanket basis or for specific named contract); XCU exclusions, if any, shall be deleted; and Cross Liability and Breach of Warranty Clauses shall be included.

MDX, its employees, their members, officers, agents, and successors shall be named as additional insureds under this policy.

The policy shall contain an endorsement providing for aggregate limits of liability to be on a per Contract basis. This endorsement shall state that aggregate limits as specified herein apply separately and specifically to this particular Contract.

If the policy exceeds one (1) year, the policy must contain an annual self-reinstating aggregate limit endorsement.

Required X Not Required

4. Comprehensive Automobile Liability Insurance:

The Consultant shall purchase, obtain and maintain during the life of the Contract, Comprehensive Automobile Liability Insurance. This insurance shall be maintained by the Consultant and applicable to the ownership, maintenance, use, and loading and unloading of any owned, non-owned, leased, hired or borrowed vehicle. This policy shall include coverage for liability assumed under contract (if not provided for under the commercial general liability policy). The Pollution Liability Exclusion shall be amended to include pollution cleanup coverage for collision, upset or overturn of vehicles.

Limits of insurance shall not be less than:

Combined Single Limit Liability – Bodily Injury and Property Damage:	\$1,000,000
Personal Injury Protection:	\$10,000
Uninsured Motorist Coverage:	\$1,000,000
Hired & Non-Owned Auto Liability:	\$1,000,000

MDX, its employees, their members, officers, agents, and successors shall be named as additional insureds under this policy.

Required X Not Required

5. Umbrella/Excess Liability Insurance:

The Consultant must maintain Umbrella Excess Liability Insurance as excess coverage over Comprehensive General Liability, Automobile Liability, Owner/Contractors Protective Liability (if applicable) and Employer's Liability Policies with a limit of not less than:

Each Occurrence	\$ 3,000,000
Aggregate	\$ 3,000,000
Self-Insured Retention	\$10,000

The umbrella/excess liability insurance policy or specific excess policy shall be "follow form" over those coverages provided by scheduled underlying primary policies. Any deviation from true following form conditions must be noted on the certificate of insurance. Policy inception and expiration dates must also be concurrent with the inception and expiration dates of the primary general liability and automobile liability policies.

Umbrella or excess policy certificate of insurance shall stipulate the underlying limits of liability applicable. A photocopy of the endorsement so evidencing shall be attached to the certificate and shall disclose the underlying primary policy by type of coverage, insurer, policy number, coverage dates and primary limit of insurance. This certificate should also comply with the requirements provided in the "Certificate of Insurance" section below.

MDX, its employees, their members, officers, agents, and successors shall be named as additional insureds under this policy.

Required X Not Required

6. Optional Insurance:

a. Builder's Risk:

The Consultant shall procure and maintain at the Consultant's expense, during the life of the Contract, "All Risk" Builder's Risk insurance which shall protect the Consultant, MDX, MDX's employees and MDX's agents, as their interests may appear, for the Services, Materials, and Equipment suitably stored at the Project Site, the Consultant's Construction Equipment, Materials, and temporary structures.

Such policy shall be in an amount equal to the total completed value of buildings, appurtenances, or other structures, or the Contract amount, whichever is greater.

Required _____ Not Required X

b. Partial Utilization—Property Insurance:

If MDX finds it necessary to occupy or use a portion or portions of the Services prior to Substantial Completion of all the Construction, such use or occupancy may be accomplished; provided that no such use or occupancy shall commence before the insurers providing the property insurance have acknowledged notice thereof and in writing effected any changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be cancelled or permitted to lapse on account of any such partial use or occupancy.

Required _____ Not Required X

c. Insurance Required for Construction at Railroads:

General: In addition to any other forms of insurance or bonds required under the terms of the Contract, when the Contract includes the construction of a railroad grade crossing, overpass, or underpass structure, or a railroad crossing signal installation, or any other work or operations by the Consultant within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, the Consultant shall provide insurance of the types set forth below and in amounts not less than specified herein.

Required _____ Not Required X

d. Railroads' Protective Public Liability and Property Damage Liability Insurance:

The Consultant shall furnish MDX with an original insurance policy that, with respect to the operations performed, will provide for and on behalf of the railroad company regular liability insurance providing coverage for bodily injury, death, and property damage with a combined single limit of \$2,000,000 per occurrence with an aggregate limit of \$6,000,000 for the term of the policy. In the event that the railway is ever traversed by passenger trains or trains transporting hazardous substances the required limits shall become \$5,000,000 per occurrence with an annual aggregate of \$10,000,000.

Required _____ Not Required X

e. Pollution Liability:

In addition to any other forms of insurance or bonds required under the terms of the Contract when the Contract includes the hauling of hazardous (pollutant) jobsite excavation material away from the Project site or delivering hazardous (pollutant) materials to the Project Site, Pollution Liability insurance must be provided by the Consultant in a limit of not less than \$1,000,000 per occurrence.

Required _____ Not Required X

f. Owner's Protective Liability Insurance:

This insurance shall be provided, paid for, and maintained by the Consultant with MDX as the named insured. Such coverage is to be issued in a separate original policy that must be provided to MDX prior to the start of work under the Contract. The limit of liability shall be \$1,000,000 per occurrence and \$2,000,000 annual aggregate for bodily injury and/or property damage combined.

Required _____ Not Required X

g. Software Errors & Omissions Insurance:

This insurance shall be provided, paid for, and maintained by the Consultant. Such coverage is to be issued in a separate original policy that must be provided to MDX prior to the start of work under the Contract. The limit of liability shall be \$1,000,000 per claim and \$2,000,000 general aggregate.

Required _____ Not Required X

h. Electronic Data Processing Equipment/Software Coverage:

This insurance shall be provided, paid for, and maintained by the Consultant. Such coverage is to be issued in a separate original policy that must be provided to MDX prior to the start of work under the Contract. The limit of liability shall be \$100,000 per occurrence.

Required _____ Not Required X

Subrogation and Waiver:

With the exception of the Errors and Omissions Policy, the Consultant shall require all policies of insurance that are in any way related to the Services, and that are secured and maintained by Consultant and all Subconsultants/Subcontractors, to include clauses providing that each insurance carrier shall waive all of its rights of recovery, under subrogation or otherwise, against MDX, Consultant, separate consultants, and subconsultants/ subcontractors.

With the exception of the Errors and Omissions Policy, the Consultant waives all rights of recovery against MDX, separate consultants, and all Subconsultants/Subcontractors which the Consultant may have or acquire because of deductible clauses in or inadequacy of limits of any policies of insurance that are in any way related to the Services and that are secured and maintained by Consultant. Consultant shall require all Subconsultants/Subcontractors to waive their rights of recovery (as aforesaid waiver by Consultant) against MDX, Consultant, separate consultants, and other subconsultants (including subconsultants of separate consultants).

Certificate of Insurance:

Within ten (10) days of execution of the Contract, or by the projected Contract Start Date, whichever is sooner, the Consultant, at its sole expense, shall furnish to MDX, proof of coverage of the above-required insurance coverage on Certificates of Insurance forms bearing an original manual signature of the authorized representative of the insurance company. No work shall commence under the Contract unless and until the required certificates of insurance described herein, dated no later than ten (10) days after receipt of the Notice of Award, are in effect and have been approved by MDX.

Certificates of Insurance shall be issued to MDX, and shall reference the name of the insured Consultant, the specific Project by name, the complete and correct Project-number, as well as the full and complete name of each insurance company, as listed in A.M. Best's, the policy number, the type of insurance, the limits of insurance provided, and its effective date and expiration date. Such certificate must provide that in the event of cancellation, non-renewal or material reduction in coverage (including any material reduction of limits of liability), the insurer will provide thirty (30) days prior notice of such cancellation, non-renewal or material reduction by certified mail to MDX.

In addition, certified true copies of all policies shall be provided to MDX upon specific written request.



**MDX PROCUREMENT / CONTRACT NO.:
RFQ-10-02**

**MDX WORK PROGRAM NO.:
N/A**

**MDX PROJECT / SERVICE TITLE:
MISCELLANEOUS DESIGN CONSULTANT**

EXHIBIT C

ADMINISTRATIVE PACKAGE FOR PROFESSIONAL SERVICES

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I. INTRODUCTION AND INSTRUCTIONS TO PROPOSERS

1. The following document shall be completed by the Proposer and submitted in its entirety with the Proposal Package.
2. Please read all information carefully and complete this document completely, including inserting the required information in the following:
 - a. **Cover Page**
 - b. **MDX Procurement/Contract No.** (bottom left hand corner all pages included in this package).
 - c. **Proposer's Initials** (bottom left hand corner all pages included in this package).
3. Proposers shall **not modify** any of information provided in this document. If a section on the document does not apply, state "not applicable" in the appropriate area.
4. **AT THE TIME THE PROPOSAL IS SUBMITTED THE PROPOSER SHALL HAVE NOTARIZED THE ATTACHED SWORN STATEMENT TO THE PROPOSAL, EXECUTED BY, OR ON BEHALF OF THE PERSON, FIRM, ASSOCIATION, OR CORPORATION SUBMITTING THE PROPOSAL, AND SHALL BE SWORN TO BEFORE A PERSON WHO IS AUTHORIZED BY LAW TO ADMINISTER OATHS (REFER TO PAGE 19).**
5. A checklist has been provided below to assist Proposers in the completion of the document. Proposers may check off the below items as they are completed:
 - ☐ Declaration of Non-Collusion.
 - ☐ Declaration of Joint Venture and Power of Attorney for Bidding on a specified project, as applicable.
 - ☐ Certificate of Correct Preparation and Acceptance of Work.
 - ☐ Small Business Commitment Statement, as applicable.
 - ☐ Acknowledgement of Receipt of Addenda, as applicable.
 - ☐ Prime and Subcontractor/Subconsultant Information Statement.
 - ☐ Vendors Bill of Rights and Responsibilities.
 - ☐ Lobbyists Disclosure.
 - ☐ Public Entity Crimes **(SHALL BE COMPLETED BY PROPOSER AND ALL SUBCONTRACTORS/SUBCONSULTANTS).**
 - ☐ Insurance Requirements Statement.
 - ☐ Signature & Seal.
 - ☐ Sworn Statement.
 - ☐ Small Business Bonus Commitment Letter, as applicable.*
 - ☐ Small Business Participation Statement, As Applicable.**

* **THE SMALL BUSINESS BONUS COMMITMENT LETTER SHALL BE SUBMITTED IN A SEPARATE SEALED ENVELOPE ALONG WITH THE PROPOSAL, AS APPLICABLE.**

** **THE SMALL BUSINESS PARTICIPATION STATEMENT, AS APPLICABLE SHALL BE PROVIDED BY THE SUCCESSFUL PROPOSER ALONG WITH CONTRACT NEGOTIATION DOCUMENTATION.**

II. DECLARATION OF NON-COLLUSION

The Proposer hereby declares that the undersigned is the person or persons that are authorized to make and provide final decision as to the price(s) and amount of this Proposal and the Proposer further declares that:

1. No more than one (1) Proposal for the above referenced Project will be submitted from the individual, the individuals' firm, or corporation, under the same or different name, and that such Proposer has no financial interest in another Proposer for the same Project.
2. The Proposal is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any other firm or person to submit a complementary Proposal.
3. The Proposer has not offered or entered into a subcontract or agreement regarding the purchase of materials or services from any other firm or person, or offered, promised, or paid cash or anything of value to any other Proposer or person, whether in connection with this or any other project, in consideration for an agreement or promise by any other firm or person to refrain from proposing or to submit a complementary Proposal on this Project.
4. The Proposer has not accepted or been promised any subcontract or agreement regarding the sale of materials or services to any other firm or person, and has not been promised or paid cash or anything of value by any other firm or person, whether in connection with this or any other project, in consideration for the firm's submitting a complementary Proposal, or agreeing to do so, on this Project.
5. The Proposer has made a diligent inquiry of all members, officers, employees, and agents of the Proposer with responsibilities relating to the preparation, approval or submission of the firm's Proposal on this Project and have been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act, or other conduct inconsistent with any of the statements and representations made in this Declaration.

NOTICE: Any evidence of collusion among participating Proposers will preclude their recognition as Consultant on such job and subjects them to penalties under applicable State and Federal law, both civil and criminal. MDX will also disqualify such Consultant on any Work of MDX until such participant shall have been reinstated as a qualified Consultant.

III. DECLARATION OF JOINT VENTURE AND POWER OF ATTORNEY FOR BIDDING ON A SPECIFIED PROJECT (AS APPLICABLE)

I, _____,
desire to be qualified jointly for the purpose of submitting a Proposal on the MDX Procurement/ Contract No: _____ for which Proposals are to be opened on at the date and time shown in the Solicitation Documents, and we request that the Miami-Dade Expressway Authority consider us as jointly qualified and jointly desiring to combine our assets with participation in the Project by each firm, based on the following percentages:

_____%
Name and Address of Joint Venture

_____%
Name and Address of Joint Venture

_____%
Name and Address of Joint Venture

We designate _____, as the name under which we desire to do business with the Miami-Dade Expressway Authority.

We appoint _____, as our true and lawful Attorney-in-Fact, to execute all proposals, contracts, supplemental agreements, receipts, and releases and to receive all moneys due from the Miami-Dade Expressway Authority.

Address of Joint Venture

Phone Number of Joint Venture

F.E.I.N. Number of Joint Venture

We give the named Attorney-in-Fact full power and authority to perform every act necessary to be done on each contract awarded to the Joint Venture as fully as we would do if personally present. The rights, powers, and authority of our Attorney-in-Fact to exercise any and all rights and powers shall commence upon execution of this declaration and be in full force and effect until written notice of termination is received by the Miami-Dade Expressway Authority.

IF THERE WILL BE NO JOINT VENTURE ON THIS PROJECT WRITE "NOT APPLICABLE" ACROSS THIS PAGE.

IV. CERTIFICATE OF CORRECT PREPARATION AND ACCEPTANCE OF WORK

1. The undersigned hereby certifies that the undersigned has carefully examined the Proposal Documents after the same was completed, and has verified each item placed thereon; and the undersigned agrees to indemnify, defend, and hold harmless MDX against any cost, damage, or expense which it may incur or be caused by any error in the undersigned's preparation of same.
2. The undersigned also hereby acknowledges that submission of the Proposal Documents constitutes an incontrovertible representation by the undersigned that, without exception, the Proposal Documents were premised upon performing the Services required by the Contract Documents and such means, methods, techniques, sequences, or procedures as may be indicated in or required by the Contract Documents are sufficient in scope and detail to indicate and convey an understanding of all terms and conditions for performance of the Services and that the Proposer accepts and agrees to be bound by all of the terms and conditions of the Contract Documents.
3. The undersigned also acknowledges that the undersigned will not be entitled to any additional compensation or time extensions based upon alleged differing conditions that should have been reasonably anticipated by the undersigned.
4. The undersigned agree(s) to perform all Services, as provided for in the Contract Documents, and to execute the Contract within ten (10) Calendar Days after receipt of the Notice of Award, assuming the undersigned is deemed the Successful Proposer.
5. The undersigned understands and acknowledges that the submission of this form to MDX is for MDX only and that this form is valid through December 31 of the calendar year in which it is filed with MDX. The undersigned also understand understands and agrees it is required to inform MDX prior to entering into any contract with MDX of any change in the information contained in this form.
6. The undersigned certifies that the Proposer is not a nonresident alien, or a foreign corporation/entity formed under the laws of a country other than the United States.
7. The undersigned acknowledges and represents that it is authorized to sign on behalf of the Proposer.

V. SMALL BUSINESS COMMITMENT STATEMENT, AS APPLICABLE

In accordance with its Small Business Participation Policy, MDX requires small business participation ("Small Business Requirement") for this Project as defined in the Solicitation Documents by utilizing Small Business(es) certified as CBE, CSBE, SBE and ME (as applicable) pursuant to Miami-Dade County's Programs, or by other means determined by MDX to be in conformity with the requirements, terms and conditions of the MDX Small Business Participation Policy.

ANY COMMITMENT TO SMALL BUSINESS PARTICIPATION FOR THE PROJECT, INCLUDING ANY SB BONUS, SHALL BE A CONTRACTUAL REQUIREMENT OF THE PROPOSER AND WILL BE ENFORCED IN ACCORDANCE WITH THE PROVISIONS OF THE CONTRACT DOCUMENTS AND THE MDX SMALL BUSINESS POLICY.

PLEASE NOTE:

Proposers who **FAIL** to meet the Small Business Requirement are required to submit with the Proposal all efforts that would demonstrate a "**Good Faith Effort**" in the solicitation of Sub-consultants and/or Subcontractors to meet the Small Business Requirement for the project.

PROPOSERS SHALL ACKNOWLEDGE ONE OF THE STATEMENTS BELOW:

_____ The undersigned Proposer, hereby commits to meeting the hundred percent (100%) of the Small Business Requirement as defined in the Solicitation Documents.

OR

_____ The undersigned Proposer has submitted Good Faith Efforts.

VI. ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA (AS APPLICABLE)

Were Addendum/Addenda issued on this Project?

☐ Yes ☐ No

I (We) hereby acknowledge receipt of the following Addendum/Addenda issued in referenced to the above Procurement by listing the Addenda by number and date:

Addendum _____	Date _____	Addendum _____	Date _____
Addendum _____	Date _____	Addendum _____	Date _____
Addendum _____	Date _____	Addendum _____	Date _____
Addendum _____	Date _____	Addendum _____	Date _____
Addendum _____	Date _____	Addendum _____	Date _____

VII. PRIME & SUBCONTRACTOR/SUBCONSULTANT INFORMATION STATEMENT

	PRIME	PRIME	PRIME
Legal Name of Company*			
Company's FEID Number			
Company Contact Name			
Title			
Company Address			
City, State, Zip Code			
Company Telephone No.			
Company Fax Number			
Company E-mail address			
Legal Name of Principal(s)			
Title			
Address of Principal(s)			
City, State, Zip Code			
Telephone Number of Principal(s)			
Fax Number of Principal(s)			
E-mail address of Principal(s)			
Corporate Number (if applicable)			
License Number			
Status of License or Representation			
Work to be Performed			
SB/DBE Certification# & Exp. Date			

*Exactly as Registered with the State of Florida (i.e. Corp., LLC, Inc., P.A., etc.)

Please duplicate page 9 as necessary to provide the requested information.

This Prime & Subcontractor/Subconsultant Information Statement will become a part of the Contract Documents. Changes made to this Subcontractor/Subconsultant Information Statement must be submitted in writing to MDX for approval prior to that Subcontractor performing the Work.

	SUB	SUB	SUB
Legal Name of Company*			
Company's FEID Number			
Company Contact Name			
Title			
Company Address			
City, State, Zip Code			
Company Telephone No.			
Company Fax Number			
Company E-mail address			
Legal Name of Principal(s)			
Title			
Address of Principal(s)			
City, State, Zip Code			
Telephone Number of Principal(s)			
Fax Number of Principal(s)			
E-mail address of Principal(s)			
Corporate Number (if applicable)			
License Number			
Status of License or Representation			
Work to be Performed			
SB/DBE Certification# & Exp. Date			

*Exactly as Registered with the State of Florida (i.e. Corp., LLC, Inc., P.A., etc.)

INFORMATION ON ALL PROPOSED SUBCONTRACTORS/SUBCONSULTANTS FOR THE PROJECT SHALL BE INCLUDED HEREIN.

Please duplicate page 10 as necessary to provide the requested information.

This Prime & Subcontractor/Subconsultant Information Statement will become a part of the Contract Documents. Changes made to this Subcontractor/Subconsultant Information Statement must be submitted in writing to MDX for approval prior to that Subcontractor performing the Work.

VIII. VENDOR'S BILL OF RIGHTS AND RESPONSIBILITIES

VENDOR'S BILL OF RIGHTS

You Have a Right to Full and Open Competition.

All vendors are given an equal opportunity to compete for our business.

You Have a Right to Competition Free From Interference.

MDX shall conduct business with vendors in a manner that avoids even the appearance of impropriety. You have a right to competition free from undue interference in any manner from MDX and its members, employees, agents or representatives. Furthermore, MDX and its members, employees, agents and representatives are committed to adhering to procedures and professional behavior that ensure fairness and public confidence in the procurement process.

You Have a Right to Information.

Florida's Public Records Act establishes a right of access to any public records made or received in connection with the official business of any public body, at any reasonable time, under reasonable conditions and under supervision by the custodian of the public record or the custodian's designee. With a few exceptions, most documents are available. If MDX refuses to release a requested record, it must state the basis for the exemption. Additionally upon request, the custodian must state in writing and with particularity, the reasons for the conclusion that the record is exempt from inspection. If MDX refuses to produce public records for inspection and copying, an informal voluntary mediation program with the Office of the Attorney General is available to resolve open government disputes. Furthermore, a person who has been denied the right to inspect and/or copy public records may bring a civil action against the agency to enforce the terms of Florida's Public Records Law.

Your Right of Protest and Appeal.

Any Proposer may protest an MDX procurement by filing a written protest with the Secretary of the MDX Board within seventy-two (72) hours, excluding Saturdays, Sunday and legal holidays, after receipt of the Solicitation Document, if the protest is directed towards the Solicitation Document, or after receipt of the Notice of Award, if the protest is directed towards the awarding of the Contract.

A protest bond in the amount specified in the Solicitation Document shall be required for any protest. Within five (5) calendar days from the date of filing of the protest, the protesting party shall provide MDX with the grounds for its protest. Upon receipt of a written protest that has been timely filed, MDX and the protesting party shall attempt to resolve the protest by mutual agreement within ten (10) calendar days from the date of filing of the protest.

If the protest is not resolved by mutual agreement within ten (10) calendar days from the date of filing, MDX and the protesting party shall select a mutually agreed-upon mediator and participate in mediation. More information regarding a Proposer right of protest and appeal can be found in the MDX Procurement Policy which may be obtained on line at www.mdxway.com or by contacting the MDX Procurement Office, Miami-Dade Expressway Authority, 3790 Northwest 21st Street Miami, Florida 33142 (phone: 305-637-3277; email: procurementdept@mdx-way.com).

You have a Right to a Fair and Prompt Resolution of Grievances.

If at any time you suspect that your rights have been violated in a procurement or under a contract with MDX, you are advised to contact MDX's General Counsel, Attention: Pamela S. Leslie, Miami Dade Expressway Authority, 3790 Northwest 21st Street, Miami, Florida 33142, (Phone 305-637-3277 ext. 2210, e-mail: pleslie@mdxway.com). Alternatively, you may contact MDX's General Counsel, Greenberg Traurig, Attention: Bruce Giles-Klein, Greenberg Traurig, P.A., 1221 Brickell Avenue, Miami, Florida 33131 (Phone: 305-579-0573; e-mail: giles-kleinb@gtlaw.com), or Kirk D. DeLeon, Edwards & Associates, P.A., 66 West Flagler Street, Suite 800, Miami, Florida 33130 (Phone: 305-374-5494; e-mail: kddeleon@bellsouth.net). MDX promises that your complaint will be resolved and dealt with fairly.

You Have a Right to be Paid Promptly.

The Florida Prompt Payment Act requires MDX to make payment for all purchases in a timely manner; specify requirements for a "proper invoice" and make such requirements available to vendors; and establish dispute resolution procedures in cases of such disputes concerning payment of an invoice. Every contract or purchase order has instructions for preparing and submitting invoices. If the instructions are not complete or clear, call MDX's Procurement immediately. It's a good idea to confirm invoicing procedures the first time you submit an invoice under a contract.

Careful attention to these procedures such as correctly filling out the paperwork, submitting it to the right billing office and of course, performing the job you were hired to do according to the specifications set forth in the contract shall help ensure that you get paid on time. MDX's procedure for addressing invoice disputes with contractors is available on MDX's website.

RESPONSIBILITIES

As a Proposer or vendor of MDX, the undersigned, an authorized officer, hereby agrees to comply with the following responsibilities established by MDX to govern and regulate the relationship between Vendors and the officers, staff members, consultants and the Board of MDX.

It is further acknowledged that violation of these responsibilities may result in a Proposer's disqualification from a procurement or termination of a contract between MDX and the vendor.

1. We will conduct business, both during and after the procurement, with MDX in a manner that avoids even the appearance of impropriety. Prior to the award of a contract, we will not violate MDX's Cone of Silence (as defined in this procurement document under Communications/Cone of Silence).
2. Our fee estimates will be competitive, appropriate to the Contract Documents and arrived at independently.
3. Any challenges to contracts awarded will have a substantive basis and not be pursued merely because we are the unsuccessful Proposer.
4. We will perform contracts awarded at the price and under the terms provided for in the contract. We will not submit inflated invoices for goods provided or services performed under such contracts, and claims will be made only for Work actually performed. We will abide by all contracting and subcontracting regulations.

5. We will not offer, directly or indirectly, to give a bribe or otherwise channel kickbacks from contracts awarded by MDX to MDX staff or consultants, Board members or their family members or business associates.
6. We will not offer or agree to utilize the services of any firm, in which an MDX officer, MDX consultant or agent, MDX Board member or a member of their immediate family has an interest, in any current or future contract in exchange for support in winning an MDX contract.
7. In dealing with MDX, including, but not limited to the procurement of services, we will conduct business in accordance with all applicable policies and regulations of MDX and we acknowledge that such dealings are subject to public disclosure.
8. In our selection of Subcontractors and personnel for any MDX contract or procurement, we will avoid conflicts of interest and disclose such conflicts when identified. We understand that it is our obligation to disclose the existence of any such conflicts, including, but not limited to, situations where relatives of our employees and/or Subcontractors are employees, directors, consultants, board members or agents of MDX (where relatives shall include siblings, parents, spouses or children of our employees or Subcontractors). We understand that our failure to disclose conflicts may result in our disqualification from an MDX procurement or termination of a contract with MDX.
9. We shall not use (or allow someone else to use) non-public information to our benefit or the benefit of some other person. If information about the project has not been made known to the public and is not authorized to be made known upon request, then it is nonpublic information and cannot be disclosed.
10. We will not act on a matter if a reasonable person who knew the circumstances of the situation could legitimately question our ethics.
11. We will not kick back any portion of a contract payment to employees, officers or Directors of MDX nor shall we provide gifts to staff or Board members.
12. At the time of signing this Bill of Rights, we shall disclose any pre-existing business relationship with any member of the staff, any consultant or agent of MDX, or the Board of MDX. This obligation to disclose shall continue beyond the date in which the Bill of Rights is executed.
13. All our financial transactions will be properly and fairly recorded in appropriate books of account, and there will be no off the books transactions or secret accounts.
14. Our contributions to political parties, committees or individuals will only be made in accordance with applicable law and will comply with all requirements for public disclosure.
15. Notwithstanding all provisions included herein, we further agree to adhere to MDX Code of Ethics.

IX. LOBBYIST DISCLOSURE

Lobbyist Information:

Proposer shall either fill out the Lobbyist Information required below or check the Acknowledgement of Lobbyist Disclosure Statement.

Lobbyist Name: _____
Last First MI

Residence Address: _____
City State Zip

Business Address: _____
City State Zip

Business Phone: _____ Fax No.: _____

Email: _____

Acknowledgement of Lobbyist Disclosure Statement:

_____ I (We), as an authorized representative of the undersigned Proposer, by signing this form, hereby certify that no Lobbyist (as defined in the MDX Procurement Policy) has been retained to represent said Proposer in this MDX Project.

Should you have any additional questions regarding the registration and lobbyist reporting requirements, you may call MDX's Procurement Office at 305-637-3277.

X. PUBLIC ENTITY CRIMES - PURSUANT TO SECTION 287.133(3)(A), FLORIDA STATUTES

1. I (We) understand that a “public entity crime” as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
2. I (We) understand that “Convicted” or “Conviction” as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
3. I (We) understand that an “Affiliate” as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 - a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term “Affiliate” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm’s length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
4. I (We) understand that a “Person” as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term “person” includes those officers, director, executives, partners, shareholders, employees, members, and agent who are active in management of an entity. For the purposes of this Solicitation, a “Person” also refers to the Consultant, Contractor, Proposer, or Bidder, as defined in MDX’s Solicitation Documents.
5. Based on information and belief, the statement which I (We) have marked below is true in relation to the Person submitting this sworn statement. **(INDICATE WHICH OF THE BELOW STATEMENT(S) APPLY.)**

_____ Neither the Person submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the Person, nor any Affiliate of the Person has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The Person submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the Person, or an Affiliate of the Person has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The Person submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the Person, or an Affiliate of the Person has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the Person submitting this sworn statement on the convicted vendor list.
(ATTACH A COPY OF THE FINAL ORDER)

6. The undersigned also represents and certifies that neither the Person or any of its officers, directors owners, agents, shareholders, partners, executives, members or employees who will be performing the Work or the Services have been convicted or have plead guilty to a state or federal offense involving fraud, corruption or moral turpitude and are not now listed by any state or federal agency as debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for any state (including but not limited to the State of Florida) or federal procurement programs. The Person agrees to indemnify MDX for any costs and expenses, including but not limited to audit costs, attorneys' fees and expert witness fees that MDX incurs due to any fraudulent statements made by Person in regards to this certification.

Firm Name: _____

Address: _____

City: _____ State: _____ Zip: _____

F.E.I.N. No.: _____

By: _____

Authorized Signature

Title

Print Name

Date

PLEASE NOTE:

**PUBLIC ENTITY CRIMES SHALL BE COMPLETED BY THE PROPOSER AS WELL AS ALL
SUBCONSULTANTS/SUBCONTRACTORS.**

PLEASE DUPLICATE PAGES 15 AND 16 AS NECESSARY TO PROVIDE THE REQUESTED INFORMATION.

XI. INSURANCE REQUIREMENTS STATEMENT

The undersigned Proposer acknowledges that by submitting a Proposal, it certifies the following Statement:

_____ I (We), as an authorized representative of the undersigned Proposer, by signing this document, hereby certify that I (We) have reviewed the insurance requirements, including coverages, of the Project as set forth in the Solicitation documents; have provided the Insurance requirements to our Insurance Carrier(s); and hereby certify that I (We) have read and understand these insurance requirements. I (We), further certify that I (We) either currently has all of the required coverages or will obtain such coverages prior to Notice to Proceed, if awarded the Contract; and all other insurance obtained for the Project will be in full compliance with the requirements of the Solicitation and Contract Documents.

XII. SIGNATURE AND SEAL

CORPORATION:

Proposer

Signature: _____
President or Vice President (circle one)

Print Name

Attest: _____
Secretary (or Assistant Secretary)

Print Name

(Affix
Corporate
Seal)

INDIVIDUAL OR FIRM TRADING AS:

Proposer

Signature: _____
Individual or Owner (circle one)

Print Name

Witness (1): _____

Print Name

Witness(2): _____

Print Name

PARTNERSHIP:

Proposer

Signature: (1) _____
Co-Partner or General Partner (circle one)

Print Name

Signature: (2) _____
Co-Partner or General Partner (circle one)

Print Name

(If Partnership, list names and address of each partner on separate sheet)

JOINT VENTURE:

Proposer

Signature: _____
Attorney-in-Fact

Print Name

Contractor: _____
(Affix Seal)

Signature: _____
President or Vice President (circle one)

Print Name

Contractor: _____
(Affix Seal)

Signature: _____
President or Vice President (circle one)

Print Name

Contractor: _____
(Affix Seal)

Signature: _____
President or Vice President (circle one)

Print Name

LIMITED LIABILITY COMPANY:

Proposer

Signature: _____
Manager or Member (circle one)

Print Name

Organized and existing under the laws of the State of Florida and authorized to do business in the State of Florida, pursuant to the laws of the State of Florida, certificate of incorporation or organization or certificate of authority having been issued by the Florida Department of State.

XIII. SWORN STATEMENT

Oath:

I (We), as an authorized representative of the above mentioned Proposer **DO SOLEMNLY SWEAR THAT ALL OF THE FOREGOING IS TRUE AND CORRECT.**

By: _____
Authorized Signature Title

Print Name Date

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____

in the year 20_____ by _____
Name

as _____ for _____
Title Proposer

Notary Signature Notary Public, State of _____
NOTARY STAMP/SEAL:

My commission expires: _____

Personally Known _____ OR Produced Identification _____

Type of Identification Produced _____

XIV. SMALL BUSINESS BONUS COMMITMENT LETTER (AS APPLICABLE)

The undersigned Proposer, hereby commits to providing an additional Small Business participation of _____ (_____ %) (bringing the Proposers total Small Business participation for the Contract to _____ (_____ %) by utilizing the Small Firms(s) identified in its Proposal.

The Small Business Requirement shall be enforced through-out the length of the Contract (Initial Term) and any Renewal Term exercised by MDX. The Small Business Requirement shall be achieved by utilizing firm(s) that meet the criteria of a Small Business as defined in the Solicitation Documents. The Proposer agrees that it will utilize the Small Firm(s) identified in its Proposal and that any change shall be pre-approved by MDX.

Failure to properly complete this form, or to submit this form in the manner required by the Solicitation Document, shall result in the Proposer being ineligible for the Bonus Points.

XV. SMALL BUSINESS PARTICIPATION STATEMENT (AS APPLICABLE)

Small Business Participation Program

The Small Business Participation Statement should be completed for **EACH** Small Business listed in the Proposal.

If an item does not apply to this contract, enter N/A in the blank.

1. Name of Small Business: _____
2. Address of Small Business: _____
Small Business Phone: _____ Fax No.: _____
3. Small Business Email: _____
4. Type and scope of work to be performed by the Small Business for the Project:

The undersigned Proposer commits to allocate the following work/percentage of overall project/dollar amount to the undersigned Small Business. The undersigned Small Business is prepared, qualified and equipped to perform the following work/percentage of overall project/dollar amount for the project.

Type of work to be Performed	% of work to be performed (based on overall Project)	\$ Amount
	%	\$
	%	\$
	%	\$
	%	\$
	%	\$
	%	\$
	%	\$
	%	\$

5. The Proposer has projected the following commencement date for such work:

6. CBE Certification No.: _____ Expiration Date: _____ Category: _____
CSBE Certification No.: _____ Expiration Date: _____ Category: _____
SBE Certification No.: _____ Expiration Date: _____ Category: _____
ME Certification No.: _____ Expiration Date: _____ Category: _____

The undersigned Small Business holds the above certification with expiration date and category as noted above and intends to perform work in connection with the Project as (check one):

An individual ☐ A partnership ☐ A corporation ☐ A joint venture ☐

7. The undersigned Small Business acknowledges receipt of the Small Business Requirements of the Project and will enter into a formal agreement for the above work with the Proposer upon the execution of a contract with MDX.
8. The undersigned Proposer agrees to ensure that the Small Business Requirements of the Contract Documents are inserted in each subcontract and will require that all subcontractors/ subconsultants include the same requirements in any of their contracts.
9. This form shall be properly executed by both the Proposer and Small Business in order for the expenditures allocated to count toward the Small Business Requirement.

SMALL BUSINESS SIGNATURE:

Small Business:

By: _____
Authorized Signature

Print Name

Title

Date

PROPOSER SIGNATURE:

Proposer:

By: _____
Authorized Signature

Print Name

Title

Date



MDX PROCUREMENT/CONTRACT NO.:
RFQ-10-02

MDX WORK PROGRAM NO.:
N/A

MDX PROJECT/SERVICE TITLE:
MISCELLANEOUS DESIGN CONSULTANT

EXHIBIT D
PSA SUBSTANTIAL FORM

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THIS AGREEMENT ("Agreement" or "Contract"), is made and entered into as of the ____ day of _____, 2009 (the "Effective Date"), by and between the Miami-Dade County Expressway Authority (the "Authority" or "MDX"), a body politic and corporate, a public instrumentality and an agency of the State of Florida, created under Chapter 348, Part I, as amended, acting by and through its Governing Board, and _____ (the "Consultant"), a corporation duly organized and existing under the laws of the State of Florida, located at _____, and duly authorized to conduct business in the State of Florida, Federal I.D. No. _____.

NOW, THEREFORE in consideration of the mutual understandings and covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

I. SCOPE OF SERVICES

- A. The Authority hereby retains the Consultant to provide **Miscellaneous Design Consultant** (the "Services"), as described in the Solicitation Documents (defined below). This Agreement, Notice to Proceed ("NTP"), the MDX Procurement Policy as amended from time to time, and any Supplemental Agreements that may be entered into between the Authority and the Consultant from time to time are collectively defined as the "Contract Documents". Further, the Consultant agrees to provide the Services under this Agreement on a non-exclusive basis. At its option, the Authority may elect to have any of the Services performed by other consultants or by MDX staff.

The Request for Qualifications (RFQ), including all associated addenda, for **MDX Procurement/Contract No. RFQ-10-02** are attached hereto and incorporated herein as Exhibit "A", and are collectively hereafter referred to as the "Solicitation Documents", unless otherwise noted. The parties agree that the Contract Documents shall control, unless explicitly replaced or amended in writing and signed by both parties. The order of precedence for the Contract Documents shall be Supplement Agreements, Contract, NTP, Addenda and RFQ. The Consultant Proposal submitted to MDX for the Services in response to the RFQ are attached hereto and incorporated herein as Exhibit "B" (the "Proposal").

- B. The Consultant and the Authority mutually agree to furnish, each to the other, the respective service, information, and items as described in the Scope of Services.

II. SMALL BUSINESS REQUIREMENT AND UTILIZATION OF SUBCONSULTANTS/ SUBCONTRACTORS

- A. As an inducement for MDX to enter into this Agreement with the Consultant, the Consultant has committed to provide a _____ (**%**) small business participation ("SB Requirement") in the Services awarded under this Agreement. Compliance with the SB Requirement shall be met by utilizing small

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businesses to perform the Services amounting to _____ (%) of the Contract Amount. Please note that within the context of the Solicitation Documents and this Agreement, when the term Small Business or SB is used, it is intended to include all firms certified under the CBE, CSBE, SBE and ME Programs.

For Agreements that have a limiting dollar amount, the SB Requirement shall be based upon the total dollar amount paid out to the Consultant at the close out of the Agreement inclusive, if applicable, of optional services, but excluding post design services.

As an inducement for MDX to enter into this Agreement with the Consultant, the Consultant has committed to provide a _____ (%) small business participation ("Small Business Requirement") (the "SB Commitment") in the Services awarded under this Agreement. Please note that within the context of the Solicitation Documents and this Agreement, when the term Small Business or SB is used, it is intended to include all firms certified under the CBE, SBE and ME Programs.

MDX shall review the Consultant's progress in securing SB participation on an annual basis, commencing on the first anniversary of the Agreement and in the manner outlined in the Small Business Utilization Report, attached hereto and incorporated herein as Exhibit "D". Based on reliance on this material promise, MDX has agreed to enter into this Agreement with the Consultant. Failure to comply with the SB Commitment shall be a default under this Agreement. A current Small Business Utilization Report including the payment status of small businesses shall be submitted to MDX on the anniversary of this Agreement.

The Consultant also agrees to be bound by the provisions of MDX's Small Business Participation Policy contained in MDX's Procurement Policy, as amended (the "Procurement Policy") , including but not limited to, the sections entitled, "Sanctions for Contractual Violations" and "Prompt Payment". Notwithstanding the foregoing the SB Commitment shall be as stated herein. The current version of MDX's Procurement Policy can be accessed on the MDX website or will be provided upon request from MDX.

- B. The Consultant acknowledges and agrees that it shall keep current any and all FDOT pre-qualification criteria required by the Solicitation Documents. In addition, if applicable, if the Consultant was Small Business certified ("SB Certification") at the time of submittal of the Proposal, such SB Certification must be maintained for the term of this Agreement. Failure to maintain such SB Certification shall be a default under this Agreement.

The only exception shall be in the event the Consultant graduates from the SB Program, as defined by Miami-Dade County, in which event, at the discretion of MDX, Services performed by Consultant may be counted toward the SB requirement for a period equal to the lesser of the term of the Agreement or two (2) years after graduation from the SB

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Program.

The Consultant shall also require its "Subconsultants/ Subcontractors" to maintain their SB Certification, if applicable, as well as FDOT pre-qualifications, as required by the Solicitation Documents, for the term of this Agreement.

In the event a Subconsultant/Subcontractor, while performing Services pursuant to the Contract Documents, graduates from the SB Program, as defined by Miami-Dade County, such Subconsultant/Subcontractor, at MDX's sole discretion, may be allowed to complete the Services and have it count towards the Consultant's SB Commitment for a period equal to the lesser of the term of the Agreement or two (2) years from the date the Subconsultant/ Subcontractor graduates from the SB Program, pursuant to the limitations and requirements of the MDX's Small Business Participation Policy contained in the MDX Procurement Policy.

Should MDX approve the extension of the Contract for an optional term, Services performed by the graduated firm, whether Consultant or Subconsultant/Subcontractor shall not be counted toward the SB Commitment.

- C. The Consultant's violation or failure to comply with the MDX Procurement Policy may result in the imposition of one or more of the Sanctions for Contractual Violations contained in the MDX Small Business Participation Policy, which are incorporated herein by reference, and in addition, may have an impact on the Consultant's eligibility to receive any future contracts from MDX.
- D. In the event the Consultant is unable to secure a replacement Subconsultant/ Subcontractor that is certified as a SB with Miami-Dade County to perform certain services under the Agreement, the Consultant shall do the following:
 - (1) Contact the MDX Procurement Office to address the issue as soon as possible after the Consultant becomes aware of the issue;
 - (2) Notify the MDX Procurement Office of the Consultant's efforts to locate a qualified Subconsultant/Subcontractor that is also SB Certified, including, but not limited to: contacting possible SB's in writing or by phone; and assisting a qualified Subconsultant/ Subcontractor to become SB Certified (assuming the Subconsultant/Subcontractor meets the necessary requirements); and
 - (3) If requested by MDX, provide the MDX Procurement Office with a written description of the Consultant's unsuccessful efforts to locate a qualified Subconsultant/Subcontractor that is also SB Certified.
- E. After discussion with the Consultant and review of submitted documents, MDX shall

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determine, at its sole discretion, whether to re-negotiate the SB Commitment for the Contract.

- F. In the event it is determined that the Consultant's failure to secure a SB Certified Subconsultant/Subcontractor is found by MDX to be unjustified, the Consultant acknowledges that Consultant's failure to comply with the _____ (%) SB Commitment will be a breach of this Agreement and will result in the unjust enrichment of the Consultant and will cause a detriment to MDX. Damages arising from such breach cannot be calculated with any degree of certainty and accordingly, it is hereby agreed that the Consultant shall pay to MDX, as liquidated damages and not as a penalty, the percentage of the SB Commitment not met multiplied by the value of the services originally committed to a SB certified Subconsultant/Subcontractor but in no event shall exceed \$300,000.00. Additionally, the percentage of the SB Commitment not met will be required to be made up in any future contract the Consultant may enter into with MDX.

III. COMMENCEMENT OF SERVICES

The Services to be rendered by the Consultant shall be commenced upon receipt of the NTP. Consultant agrees that time is of the essence in the completion of each and every provision or condition of this Agreement.

IV. EFFECTIVE DATE AND TERM

Subject to the termination provisions set forth herein, this Agreement shall become effective as of the Effective Date as stated on page 3 of this Agreement, upon its execution by the Authority and the Consultant .

V. CHANGES IN THE SERVICES

- A. Before making any additions or deletions to the Services described in the Scope of Services in the Solicitation Documents, and before undertaking any changes or revisions to such Services, the parties shall negotiate any necessary cost and schedule changes and shall enter into a Supplemental Agreement covering such modifications and the compensation to be paid therefore.

Reference herein to this Agreement shall be deemed to include any supplement hereto. Unless otherwise agreed to by MDX in writing, the Method of Compensation shall apply to all Supplemental Agreements.

- B. When MDX requires services, which are not covered by a price in this Agreement and

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MDX finds that such service is essential to the satisfactory completion of this Agreement within its intended scope, MDX will make an adjustment to this Agreement. The basis of payment for such adjustment will be in the amount MDX determines to be fair and equitable, upon discussion and agreement with the Consultant in writing and in accordance with the relevant provisions of this Agreement, including but not limited to, the Method of Compensation.

- C. A Supplemental Agreement shall be executed by MDX and the Consultant for any additional service not contained in this Agreement. Consultant shall not commence such additional service prior to the issuance of a Notice to Proceed for such additional service.

VI. SERVICES NOT AUTHORIZED BY THE AUTHORITY

The Consultant shall not perform any Services described in the Scope of Services that are not covered by a Notice to Proceed. .

VII. CLAIMS FOR EXTRA SERVICES

In any case where the Consultant deems that extra compensation is due it for services not covered in this Agreement, the Consultant shall notify the Authority in writing within twenty (20) calendar days of its intention to make a claim for extra compensation prior to providing such services on which the claim is based. If such notification is not given in writing within twenty (20) calendar days, then the Consultant hereby agrees to waive the claims for such extra compensation. Such notice by the Consultant shall in no way be construed as proving the validity of the claim.

VIII. COMPENSATION AND PAYMENTS

The Authority shall compensate the Consultant for services performed under this Agreement, as described in the Method of Compensation, attached hereto and incorporated herein as Exhibit "C".

IX. MDX PROJECT FUNDING

This Agreement is subject to the availability of funds in the MDX budget for each fiscal year of this Agreement. MDX will require written authorization from MDX's Chief Financial Officer ("CFO") that funds are available prior to entering into any contract, task authorization or other binding commitment of funds. MDX will not, during any fiscal year, expend money on projects not approved by the CFO, incur any liability or enter into any contract or task authorization that, by its terms, involves the expenditures of money in excess of the amounts budgeted as available for any expenditure during such fiscal year. If MDX enters into such a contract in writing, in violation of this section, such contract or task authorization is null and void, and MDX will not

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make any payments thereunder.

Nothing herein contained prevents MDX from executing contracts or task authorizations for a period exceeding one (1) year, but MDX will make such contracts or task authorizations executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years.

X. SCHEDULE AND DELAYS

- A. At the request of the Authority, the Consultant agrees to provide Project schedule progress reports in a format acceptable to the Authority and at intervals established by the Authority. The Authority will be at all times advised, at its request, as to the status of Services being done by the Consultant and of the details thereof. Close collaboration and cooperation shall be maintained by the Consultant with representatives of the Authority or other agencies interested in the Services on behalf of the Authority. Either party to the Agreement may request and be granted a conference.
- B. In the event there are delays or projected delays due to the Authority regarding the approval of any of the materials submitted by the Consultant, or if there are delays or projected delays occasioned by circumstances beyond the control of the Consultant which delay is anticipated to delay the completion date, as set forth in the Project Schedule (the "Completion Date"), the Authority may grant to the Consultant, by "Letter of Time Extension", an extension of time for performance equal to the aforementioned delays or projected delays, provided there are no changes in compensation or Scope of Services. The Consultant shall not claim any financial compensation due to delays caused by the Consultant. Consultant agrees that the sole remedy in this event will be an extension of time for performance.
- C. It shall be the responsibility of the Consultant to monitor and ensure that sufficient time remains in which to complete the requested Services. In the event any delays occur that would affect the Completion Date, as defined by the Contract Documents, the Consultant shall submit a written request to the Authority which identifies the reason(s) for the delay and the amount of time related to each reason. The Authority shall review the request and make a determination as to granting all or part of the requested extension.
- D. In the event time for performance expires and the Consultant has not requested, or if the Authority has denied an extension of the completion date, partial progress payments will be stopped on the date time expires. No payment shall be made for Services performed subsequent to the date time expires until a time extension is granted or all Services has been completed and accepted by the Authority.
- E. All financial records relating to the Contract shall be reconciled no later than forty-five (45) days prior to the end of every MDX fiscal year (June 30 of the current year).

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XI. FORCE MAJEURE

The failure of either the Authority or the Consultant to comply with any provision of this Agreement due to an act of God, hurricane, war, fire, riot, earthquake, flood, strikes, act of public enemies, or actions of governmental authorities outside of the control of either (excepting compliance with applicable codes and regulations) will not be considered a breach of this Agreement. In this event, the time for the performance of the obligations under this Agreement will be extended for a period commensurate with the delay but the Consultant will receive no additional compensation.

XII. EMERGENCY PREPAREDNESS

The Consultant shall coordinate with the MDX General Engineering Consultant providing the Construction Engineering Inspection Oversight (CEIO) to identify and prepare to assume the necessary responsibilities of the Emergency Preparedness and Response Plan developed for MDX.

XIII. BOOKS, RECORDS AND CORRESPONDENCE

- A. Pursuant to the Section of the Solicitation Documents entitled "Audit and Examination of Contract Records and Proposal Records", such records are to be kept on file by the Consultant for the entire term of the Agreement and for a period of three (3) years after the later of: (i) the end of the term of the Agreement; or (ii) until all claims (if any) regarding the Agreement are resolved. At the end of the three (3) year period Consultant shall turn over all records to MDX.
- B. Such records shall include, but not be limited to, time sheets, task authorizations, direct expense reimbursable records, and contract files. Such records shall also include the Consultant's general accounting records relating to its obligations under this Agreement and the Project Records, together with supporting documents and records of the Consultant and all Subconsultants/ Subcontractors performing Services under this Agreement and all other records of the Consultant and Subconsultants/Subcontractors considered necessary by the Authority for a proper audit of all costs associated with this Agreement.
- C. Copies of all written correspondence between the Consultant and any party pertaining specifically to the Agreement shall be provided to MDX for their records within two (2) weeks of the receipt or mailing of said correspondence.
- D. To the extent that the Services under this Agreement requires access to proprietary or

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confidential business or financial data of MDX or other companies, and as long as such data remains proprietary or confidential, the Consultant shall protect such data from unauthorized use and disclosure.

- E. Consultant shall reconcile all financial records for the Agreement within forty-five (45) days prior to the end of each MDX fiscal year.
- F. The Consultant shall provide certification to close out the Agreement within thirty (30) days of Agreement's term expiration. The certification shall include but not be limited to total costs associated with the Agreement, date of Services completion and any additional required information such as a "Final Acceptance" letter, if applicable.

XIV. INSPECTION OF SERVICES AND DOCUMENTS AND ENDORSEMENT OF WORK PRODUCTS

- A. MDX shall maintain the right to inspect the Services performed by the Consultant and request any documentation from the Consultant to ensure quality products and services are being provided. The Consultant shall make available to the Authority, upon request, complete records of all costs incurred under the terms of this Agreement for purposes of auditing prior or current invoices.
- B. Consultant acknowledges that all work products generated from the Services provided pursuant to this Agreement shall be subject to the provisions of Chapter 119, Florida Statutes.

XV. TERMINATION

- A. This Agreement may be terminated by either party by mutual agreement in writing.
- B. Should one party fail substantially to perform in accordance with the terms of this Agreement through no fault of the other, the non-breaching party may terminate this Agreement upon a minimum of seven (7) days written notice. In the event of termination, due to no fault of the Consultant, the Consultant shall be paid for services performed to the termination date, including reimbursements, if any.
- C. If the Authority determines that the performance of the Consultant is not satisfactory, the Authority shall have the option, at its sole discretion, of (a) immediately terminating this Agreement or (b) notifying the Consultant of the deficiency with a requirement that the deficiency be corrected within a specified time, otherwise this Agreement shall be terminated at the end of such time.
- D. The performance of Services under this Contract may be terminated by MDX in accordance with this clause, in whole or in part, whenever MDX determines that such termination is in the best interest of MDX. The Authority shall notify the Consultant of

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such termination with instructions as to the effective date of termination, which effective date shall not be less than thirty (30) days after the date of such notification, or shall specify the stage of Services at which this Agreement is to be terminated. Upon termination, the Consultant shall be entitled to payment for Services completed to the date of termination only. The percentage of completion shall be determined by MDX based on the approved Consultant payout fee schedule.

- E. Notwithstanding the rights of the Authority to terminate this Agreement as described elsewhere in this Agreement, the Consultant shall not be relieved of liability to the Authority for damages sustained by the Authority, by virtue of any breach of the obligations, covenants, agreements, stipulations, representations or warranties of this Agreement by the Consultant and the Authority may withhold any payment due to the Consultant up to the amount of damages claimed by the Authority for the purpose of set-off, until such time as the exact amount of damages due to the Authority is agreed upon or otherwise determined.
- F. The Authority reserves the right to terminate or cancel this Agreement in the event the Consultant shall be placed in either voluntary or involuntary bankruptcy or an assignment shall be made for the benefit of creditors.
- G. If this Agreement is terminated before performance is completed, the Consultant shall be paid for Services satisfactorily performed in accordance with the terms of this Agreement, except as stated in this Section or except for those amounts in dispute.

XVI. CONSULTANT'S PERFORMANCE

- A. The Authority will conduct annual contract performance evaluations (the "Annual Evaluation") of the Consultant. The Annual Evaluation shall be conducted by the MDX Staff and shall be a review of the Services performed by the Consultant for the past year of the Contract as it relates to the existing contractual responsibilities of the Consultant under this Agreement. Notwithstanding the foregoing, MDX at its absolute discretion may perform mid-year evaluations, if deemed necessary, in the same manner as described herein.
- B. The Consultant's performance will be evaluated using the MDX Consultant Performance Evaluation Policy ("CPE Policy") described in the MDX Procurement Policy. In the event of any conflicts between this Section XVI and the CPE Policy, the CPE Policy shall govern. The Consultant shall become familiar with and comply with the CPE Policy.

XVII. CONSULTANT AND CONSULTANT'S EMPLOYEES

- A. The Consultant shall maintain an adequate, dedicated and competent professional staff and shall remain authorized at all times to do business within the State of Florida. Initial staff classifications for the Consultant and Subconsultants/Subcontractors shall be

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approved in writing by MDX. Any subsequent changes in personnel shall require prior written approval from MDX. The Consultant shall not reclassify any of its staff without the prior written approval from MDX. For the purpose of rendering the Services hereunder, the Consultant may associate with specialists, , however such association shall be at no additional cost to the Authority, other than those costs negotiated within the limits and terms of this Agreement.

Should the Consultant desire to utilize specialists, the Consultant is fully responsible for the satisfactory completion of all subcontracted Services. The Consultant, however, shall not sublet, assign or transfer any Services under this Agreement, to any person other than the key personnel approved by MDX prior to the issuance of the Notice to Proceed and any Task Authorizations, without the prior written consent of the Authority, which consent shall not be unreasonably withheld or delayed.

- B. The Consultant shall ensure that all subcontracts entered into with its Subconsultants/Subcontractors grant the Authority all of the rights and privileges of such subcontract, including but not limited to (so long as the Authority is not in default of its obligations under this Agreement) the Authority's right to secure materials or services from the Subconsultant/Subcontractor which might be a part of the Subconsultant/Subcontractor's work production.
- C. The Services shall be performed and directed by the key personnel identified by the Consultant and approved by MDX. Any changes in such key personnel or professional staff, shall be submitted along with applicable resumes for review and approval by the MDX Engineering Director. The Consultant shall maintain throughout the term of this Agreement, key personnel and a professional staff that meets the minimum training and experience required by the Solicitation Documents.
- D. MDX will consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. Such violation will be cause for unilateral cancellation of this Agreement by MDX, if it is determined that the Consultant knowingly employs unauthorized aliens.
- E. The Consultant warrants that it has not employed or retained any company or person other than a bona fide employee, working solely for the Consultant, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, gift, or any other consideration monetary or non-monetary, contingent upon or resulting from the award or making of this Agreement. It is further understood and agreed that the term "fee" in the paragraph above shall also include brokerage and finder's fees, however denoted.

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- F. It is mutually understood and agreed that for the purposes of this Agreement, services of the Consultant shall be taken and deemed to include all services provided by the Consultant, whether it is performing services in the field of architecture, land surveying, or engineering, or any other type of professional employment whether related to the field of architecture, surveying, engineering, or otherwise.
- G. For the breach or violation of paragraph E above, the Authority shall have the right to deduct from this Agreement or Task Authorization price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration or may in its sole discretion pursue any other remedies available to MDX including termination of this Agreement.
- H. The Consultant shall require that all of its employees are competent, careful, and reliable. All workers shall have the skills, competence and experience necessary to properly perform the Services as required by this Agreement.
- I. If, in the opinion of MDX, any person employed by the Consultant is not qualified to perform the Services or is insubordinate, disorderly, disrupts, or is detrimental to the progress of the Services, such person shall be immediately removed from the Project by the Consultant upon written direction from MDX. Such person shall not be employed again on the Project without the written permission of MDX. If the Consultant fails to immediately remove such person, MDX may, at its sole discretion, withhold payments due or which may become due, or may suspend the Services until the person is removed.

The Consultant shall protect, indemnify, and hold harmless MDX, its agents, officers and employees from any and all claims, actions, or suits arising from such removal, discharge, or suspension of a Consultant employee based on the direction of MDX.

- J. If before the Notice of Award is issued or at any time during the Project, MDX has a reasonable objection to any of Consultant's proposed key personnel, after due investigation, then MDX may request the Consultant to submit an acceptable substitute at no additional cost to MDX. If the Consultant declines to make any such substitution, then MDX may cancel this Agreement. If MDX does not make a written objection to the list of Consultant's key personnel prior to the giving of the Notice to Proceed, then such list will be deemed acceptable to MDX, subject to revocation hereunder. Any of Consultant's key personnel failing to meet the above requirements shall be replaced by the Consultant at no additional cost to MDX, and are subject to MDX prior approval.

XVIII. STANDARDS OF CONDUCT AND CONFLICT OF INTEREST

- A. This Section shall apply to the Consultant, its Subconsultants/Subcontractors and any other agent or employee engaged by the Consultant. The Consultant agrees to

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incorporate the provisions of this section and the section of the Solicitation Documents entitled "Conflicts of Interest" in any subcontract into which it might enter with reference to the Services performed for this Contract and as it relates to the Services performed for the Project. MDX at its sole discretion may conduct an audit of the Consultant's compliance of its obligations under this section.

- B. The Consultant covenants and agrees that it and its employees shall be bound by the standards of conduct provided in applicable Florida Statutes as they relate to the Services performed under this Agreement, which standards shall by reference be made a part of this Agreement as though set forth in full. The Consultant shall also abide by the MDX Code of Ethics and provisions of the executed Vendor's Bill of Rights and Responsibilities. In addition, but subject in all respects to the provisions of Section XVIII(D) with respect to the Florida Department of Transportation, the Consultant agrees to abide and be governed by the terms of Miami-Dade County Ordinance No. 72-82 (Conflict of Interest Ordinance), as amended and as the same may be further amended from time to time, as though the Authority were Miami-Dade County for the purposes of such ordinance. Copies of such ordinance shall be furnished to the Consultant upon request.
- C. The Consultant shall not represent any other party before the State Legislature or any committee thereof, the office of the Governor or any member of the cabinet or any state agency, other than the Florida Department of Transportation (the "Department") or any district or office thereof (collectively, the "Department"), on any matter where such party's interest may be adverse to the Authority without the prior written permission of the Authority.

In the event the Consultant desires to represent another party before any of the aforementioned public officials, bodies or agencies on any matter where such party's interest may be adverse to the Authority, it shall promptly inform the Executive Director of the Authority in writing of the party it wishes to represent and of the nature of the proposed representation. The Authority, in its sole and absolute discretion may preclude the Consultant from simultaneously representing the Authority and another party when the Authority determines that representation of such other party may be adverse to the Authority's interest.

In making such determination, the Authority shall have sole and absolute discretion to determine the role of the Consultant and the nature of its representation of the Authority. Should the Consultant fail, after five (5) days' notice, to cure a conflict as determined by the Authority, the Authority shall have the right to terminate this Agreement.

- D. Notwithstanding anything in this Section XVIII to the contrary, in the event that the Consultant shall be engaged or shall otherwise be participating in any matter where the

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interests of the Authority and the Department may conflict, the Consultant shall promptly inform the Authority's Executive Director and the Secretary of the applicable District of the Department in writing of the conflict or potential conflict between the Authority and the Department. The Authority and the Department shall confer and determine between themselves as to whether the Consultant shall represent the Authority or the Department in such matter. The Consultant agrees to abide by each such determination.

In the event that such determination shall cause the Authority or the Department to incur any increased costs due to its inability to retain the Consultant for a particular matter, the Consultant shall promptly pay such costs upon being invoiced therefore by the Authority or the Department, as the case may be. Absent manifest error, the determination of the Authority or the Department, as the case may be, of such increased costs shall be final and binding on the Consultant.

As used in this Section XVIII, the term "increased costs" shall mean:

- (1) Administrative costs incurred by the Authority or the Department, as the case may be, including but not limited to legal fees, associated with the retention by either of an engineer or consultant to perform the services that would have been performed by the Consultant absent such conflict of interest, and
- (2) The difference between the amount paid by the Authority or the Department, as the case may be, to such replacement engineer or consultant to perform such services and the amount that would have been paid by the Authority or the Department, as the case may be, to the Consultant to perform such services. MDX and the Consultant shall use their best efforts to mitigate the conflict and any increase in costs.
In the event of a dispute between the parties, the parties agree to mediation prior to any litigation to resolve said dispute.

- E. The Authority is governed in its contracts and transactions by provisions of Florida law relating to conflicts of interest, prohibited transactions, and ethics in government. All parties to contracts with the Authority relating to this Project shall familiarize themselves with the Chapter 112, Florida Statutes, the MDX Procurement Policy and with general Florida law regulating the Authority's ethical requirements, prohibitions and limitations with respect to procurement and contracts.
- F. The Consultant agrees that it shall make no statement, press releases, or other publicity of any kind concerning this Agreement or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with this Agreement, or any particulars thereof, during the period of this Agreement, without first notifying the Authority and securing its consent in writing. The

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Consultant also agrees that it shall not publish, copyright, or patent any of the data furnished in compliance with this Agreement, it being understood that under the provisions of this Agreement such data or information is the property of the Authority.

H. The Authority shall have the right to unilaterally cancel this Agreement for refusal by the Consultant to allow public access to all documents, papers, letters or other materials, subject to provisions of Chapter 119, Florida Statutes, made or received by the Consultant in conjunction with this Agreement.

G. Conflicts of Interest:

(1) The Consultant warrants that, to the best of the Consultant's knowledge and belief, there are no relevant facts or circumstances which could give rise to a potential or actual conflict of interest, including but not limited to, an Organizational Conflict of Interest, as defined herein, or a Personal Conflict of Interest, as defined herein, (hereinafter collectively referred to as "Conflict of Interest", "Conflicts of Interest" or "COI"), or that the Consultant has disclosed in writing to MDX all such relevant information relating to the Consultant, its employees, its agents or any of its Subconsultants or Subcontractors. "Organizational Conflict of Interest" means:

- (i) Because of other activities or relationships with other persons or consultants, the Consultant, its employees, agents or Subconsultants/ Subcontractors or their respective employees, is/are unable or potentially unable to render impartial assistance or advice to MDX;
- (ii) The Consultant's, or any of its employees, agents, Subconsultants or Subcontractors or their respective employees, objectivity in performing the Services is or might otherwise be impaired; and
- (iii) the Consultant, its employees, agents, Subconsultants or Subcontractors or their respective employees, has/have an unfair competitive advantage. A Personal Conflict of Interest is defined as a relationship of an employee, Subconsultant or Subcontractor, or the employees of a Subconsultant or Subcontractor with an entity that will or may impair the objectivity of the employee, Subconsultant or Subcontractor employee, or Subconsultant or Subcontractor in performing the Services.

(2) Prior to commencement of any Services, or immediately after becoming aware of a Conflict of Interest, whichever is sooner, the Consultant agrees to notify

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MDX's Executive Director either:

- (i) That, to the best of its knowledge and belief, no Conflict of Interest exists, or
 - (ii) To identify to MDX any Conflict of Interest the Consultant or its agents, employees, Subconsultants or Subcontractors may have. In emergency situations, however, Services may begin, but notification of Conflicts of Interest shall be made in writing to MDX's Executive Director within five (5) working days.
- (3) The Consultant agrees that if a Conflict of Interest is identified during performance, the Consultant will immediately make a full disclosure in writing to MDX's Executive Director. This disclosure shall include a description of actions, which the Consultant has taken or proposes to take, after consultation with MDX, to avoid, mitigate, or neutralize the Conflict of Interest. The Consultant shall discontinue any relevant performance until notified by MDX's Executive Director of any contrary action to be taken.
- (4) MDX may, at its sole discretion, withhold payments due or which may become due, suspend the Services, terminate this Agreement for convenience, in whole or in part, if it deems such termination necessary to avoid a Conflict of Interest, or pursue such other remedies as may be permitted by law or this Agreement. If the Consultant was aware of a Conflict of Interest prior to award or discovered a Conflict of Interest after award and did not disclose it, or misrepresented relevant information to MDX, or MDX becomes aware of a Conflict of Interest that was not disclosed by the Consultant, MDX may at its sole discretion, withhold payments due or which may become due, suspend the Services, terminate the Agreement in whole or in part for default, debar the Consultant from servicing MDX under this Agreement, or pursue such other remedies as may be permitted by law or this Agreement.
- (5) The Consultant shall prepare and submit a Conflict of Interest (COI) Plan within twenty (20) business days after the execution of this Agreement or any other time requested by MDX, which outlines the procedures in place to avoid, neutralize or mitigate Conflicts of Interest, whether actual or potential, personal or organizational, throughout the period of performance of the Agreement. The Consultant's COI Plan is a document which describes the procedures the Consultant uses to identify and report COIs. Generally, a corporate COI plan will describe how a company, in its entirety, addresses conflicts, and will not be contract or program specific. The plan may also describe the options a company will consider proposing to avoid, neutralize, or mitigate a COI whenever a

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Conflict of Interest is identified. The plan shall be evaluated and approved by MDX. The plan shall address step by step the checks and balances in place to detect any potential or actual Conflicts of Interest that could result from activities covered in the Scope of Services. The COI Plan shall be submitted to the Operations Committee for review.

- (6) The Consultant's obligations with regard to providing notice of Conflict of Interest situations shall apply until the expiration date of this Agreement. Consultant agrees to:
- (i) Immediately notify MDX's Executive Director when the Consultant becomes aware of any Conflicts of Interest.
 - (ii) Immediately notify MDX's Executive Director prior to incurring costs for any Services when a Conflict of Interest situation may or does exist. In the event that the Conflict of Interest does not become known until after performance of the Agreement begins, the Consultant shall immediately notify MDX's Executive Director of the Conflict of Interest. The Consultant shall cease performance of this Agreement until notified by MDX's Executive Director of the appropriate action to be taken.
- (7) The parties to this Agreement agree that the Consultant will be restricted in its future contracting in the manner described below.
- (i) The Consultant may be ineligible to participate in any MDX solicitations and ensuing MDX contracts, either as a prime Contractor or Subconsultant/Subcontractor.
 - (ii) The Consultant, during the life of this Contract, shall be ineligible to enter into any contract with individuals or firms to perform services on projects related to the Services performed under this Agreement unless otherwise authorized in writing by MDX's Executive Director.
 - (iii) The Consultant agrees in advance that if any bids/proposals are submitted for any services that would require written approval of MDX prior to entering into another contract subject to the restrictions of this Section, then the bids/proposals are submitted at the Consultant's own risk. Therefore, no claim shall be made against MDX to recover bid/proposal costs as a direct cost whether the request for authorization to enter into the other contract is denied or approved.
- (8) A review process available to the Consultant when an adverse determination is

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received shall consist of a request for reconsideration to MDX's Executive Director or a request for review submitted to MDX's Operations Committee. An adverse determination resulting from a request for reconsideration by the MDX Executive Director will not preclude the Consultant from requesting a review by MDX's Operations Committee. Either a request for review or a request for reconsideration must be submitted to the appropriate level within thirty (30) calendar days after receipt of the initial adverse determination.

- (9) The Consultant agrees to insert in each Subconsultant or Subcontractor agreement hereunder, provisions which shall conform substantially to the language of the subsection entitled "Conflicts of Interest", including this paragraph. The Consultant may request in writing that MDX's Executive Director exempt from this Conflicts of Interest subsection a particular Subconsultant or Subcontractor agreement for certain technical or consultant services. MDX will review and evaluate each request on a case-by-case basis before approving or disapproving the request.
- (10) The Consultant agrees to insert in each Subconsultant or Subcontractor agreement hereunder the requirement that any Subconsultant or Subcontractor who performs Services as a Subconsultant or Subcontractor pursuant to this Agreement and wishes to submit a proposal or bid, either as a prime consultant/contractor or as a Subconsultant/Subcontractor on any MDX procurement, shall request in writing a determination from MDX that they may participate in the specific MDX procurement prior to the proposal or bid submittal date. Such written request shall include justification as to why there is no Conflict of Interest in this situation. Failure to do so may result in the Subconsultant or Subcontractor's proposal being deemed non-responsive.

XIX. CONFIDENTIALITY

To the extent that the Services under this Agreement requires access to proprietary or confidential business or financial data of MDX or other companies, and as long as such data remains proprietary or confidential, the Consultant shall protect such data from unauthorized use and disclosure.

XX. CONVICTED VENDORS LIST

- A. The Consultant represents that it is not currently on the convicted vendor list, as described in the Section of the Solicitation Documents entitled, "Public Entity Crime Information Statement" and that it shall notify MDX immediately if, during this Agreement, it is placed on said list. The Consultant agrees that placement on said list constitutes grounds for immediate termination of this Agreement by MDX.
- B. By submittal of a proposal or bid and subsequent execution of this Contract, Consultant

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represents and certifies that he or she has not been convicted or has not plead guilty to a state or federal offense involving fraud, corruption or moral turpitude and is not now listed by any state or federal agency as debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for any state (including but not limited to the State of Florida) or federal procurement programs.

If Consultant is a corporation, partnership or other form of business organization, the representations and certifications shall apply not only to the individual(s) who will be performing the Services, but also to the principal officers and owners of the business organization. The Consultant agrees to indemnify MDX for any costs and expenses, including but not limited to reasonable audit costs, attorneys' fees and expert witness fees that MDX incurs due to any fraudulent statements made by Consultant in regards to this certification.

XXI. INSURANCE

- A. The Consultant shall furnish to the Authority's Executive Director or his or her delegate prior to the commencement of any Services under this Agreement, certificate(s) of insurance as required by the Solicitation Documents. Required insurance types and limits are contained in the Solicitation Documents and attached hereto and incorporated herein.
- B. If insurance coverage is scheduled to expire during the Contract Term, the Consultant shall be responsible for submitting insurance certificates to the Authority before such expiration that evidence renewal or replacement of the expiring coverage(s). In the event that expired coverage(s) are not replaced with new or renewed coverage(s) that cover the Initial Term or any Option Term, the Authority shall suspend this Agreement and all Services associated with this Agreement until certificates evidencing the replacement or renewed coverage(s) are received by the Authority; provided however, that this suspension period shall not exceed ten (10) calendar days, as determined solely by MDX (the "Suspension Period"). At the end of the Suspension Period, the Authority may, at its sole discretion, terminate the Agreement for cause, as described in the Section of this Agreement, entitled, "Termination."

XXII. PROOF OF VEHICLE REGISTRATION

The Consultant shall register all vehicles used in the course of performing the Services as required by Chapter 320, Fla. Stat. If the Consultant fails to register any motor vehicle that it operates in Florida, pursuant to Chapter 320, Fla. Stat., MDX may disqualify the Consultant from proposing on future MDX procurements, or MDX may suspend the Consultant from this and/or other MDX contracts.

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XXIII. COMPLIANCE WITH LAWS

The Consultant, its employees and representatives shall at all times comply with the federal, state, and local laws and ordinances, statutes, rules, regulations and orders of governmental authorities applicable to the Services or payment of Services thereof, and shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, age or national origin in the performance of the Services under this Agreement.

XXIV. DISPUTES, DISPUTE RESOLUTION AND CLAIMS

- A. If any dispute regarding Consultant claims arising hereunder or relating to the Agreement (and the Consultant's Services hereunder) results in litigation, the prevailing party in such litigation shall be entitled to recover reasonable attorney's fees and costs including costs and expenses of expert witnesses.
- B. In order for the Consultant to be the prevailing party, the Consultant must receive an adjusted judgment or adjusted award equal to at least eighty percent (80%) of its contested claims filed with MDX. If Consultant fails to do so, MDX will be deemed the prevailing party in such litigation.
- C. For purposes of determining whether the judgment of award is eighty percent (80%) or more of the contested claims, "adjusted award" or "adjusted judgment" shall mean the amount designated in the award or final judgment as compensation to the Consultant for its claims (exclusive of interest, cost or expenses), less:
 - (1) Any amount awarded to MDX (exclusive of interest, costs or expenses) on claims asserted by MDX against the Consultant in connection with the Agreement; and
 - (2) Any amount offered in settlement prior to initiation of Consultant litigation (exclusive of interest, cost or expense).
- D. The term "contested claim" or "claims" shall mean the initial written claim(s) submitted to MDX by the Consultant (disputed by MDX) which have not otherwise been resolved through ordinary close-out procedures of a Task Authorization and/or this Agreement prior to the initiation of litigation. Consultant claims or portions thereof, which MDX agreed to pay or offered to pay prior to initiation of litigation, shall not be deemed contested claims for purposes of this provision. If the Consultant submits a modified, amended or substituted claim after its original claim and such modified, amended or substituted claim(s) is for an amount greater than the prior claim(s), the higher amount shall be the claim(s) for purposes of determining whether the award is at least eighty percent (80%) of the Consultant's claim(s).
- E. Attorney's fees and costs awarded to the prevailing party shall mean reasonable fees

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and costs incurred in connection with and measured from the date a claim is initially submitted to MDX through and including trial, appeal and collection.

- F. In the circumstance where an original claim is subsequently modified, amended or a substituted claim is filed therefore, fees and costs shall accrue from the date of the first written claim submitted, regardless of whether such original claim amount is ultimately used in determining if the judgment or award is at least eighty percent (80%) of the cumulative claims.
- G. The term "litigation" shall include mediation proceedings and arbitration.
- H. As a condition precedent to litigation, the Consultant shall have first submitted its claim (together with supporting documentation) to MDX, and MDX shall have had sixty (60) days thereafter within which to respond thereto.
- I. The purpose of this provision is to discourage frivolous or overstated claims and, as a result thereof, MDX and the Consultant agree that neither party shall avail itself of Section 768.79, Florida Statutes, or any other like statute or rule involving offers of settlement or offers of judgment, it being understood and agreed that the purpose of such statute or rule are being served by this provision.
- J. Should this provision be judged unenforceable or illegal, in whole or in substantial part, by a court of competent jurisdiction, this provision shall be void in its entirety and each party shall bear its own attorney's fees and costs.
- K. No court proceedings on any claim may be filed until the parties have first participated in mediation.
- L. All Services shall be performed by the Consultant in accordance with sound business and accounting practices to the satisfaction of the Authority. The Authority shall decide all questions, difficulties, and disputes of any nature whatsoever that may arise under or by reason of this Agreement, the prosecution and fulfillment of the Services hereunder, the character, quality, amount and value thereof; and its determination upon all claims, questions and disputes shall be final and conclusive upon the parties hereto. Adjustment of compensation and Agreement time because of any major changes in the Services that may become necessary or desirable as the Services progress shall be left to the absolute discretion of the Authority and any such adjustments shall be evidenced by Supplemental Agreements between the parties in accordance herewith.
- M. In the event that the Consultant and MDX are not able to reach an agreement as to the amount of compensation to be paid to the Consultant for supplemental Services desired by MDX, the Consultant will be obligated to proceed with the supplemental Services in a timely manner for the amount determined by MDX to be reasonable. In such event, the

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Consultant will have the right to file a claim with MDX for such additional amounts as the Consultant deems reasonable; however, in no event will the filing of the claim or the resolution or litigation thereof through the courts relieve the Consultant from the obligation to timely perform the supplemental Services.

XXV. PROHIBITION ON ASSIGNMENT

Consultant is hereby prohibited from assigning this Agreement without the express prior written consent of the Authority which consent may be withheld at the Authority's sole and absolute discretion.

XXVI. INDEMNITY

The Consultant agrees to provide MDX with the indemnification in the Section of the Solicitation Documents, entitled "Indemnification".

XXVII. SOVEREIGN IMMUNITY

No provision of the Contract Documents, including this Agreement, shall be construed as a waiver of sovereign immunity by MDX.

XXVIII. CONSTRUCTION OF LANGUAGE

All words used herein in the singular form will extend to and include the plural. All words used in the plural form will extend to and include the singular. All words used in any gender will extend to and include all genders.

XXIX. EXECUTION OF THE AGREEMENT

If the Consultant is a firm or company owned by an individual, this Agreement shall be executed in the name of the firm or company by the manual signature of the individual or sole proprietor. If the firm is a Partnership, this Agreement shall be executed in the name of the partnership by the manual signature of the general partner. If a corporation, the Agreement shall be executed in the name of the Corporation and shall bear the corporate seal and be signed by the President or the Vice-President. If a joint venture, the Agreement shall be executed in the name of the joint venture and be signed by a person authorized to sign on behalf of the joint venture.

XXX. CHOICE OF LAW

A. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

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- B. Venue of any litigation arising out of this Agreement shall be in Miami-Dade County, Florida.
- C. In the event of any litigation arising out of this Agreement, the Consultant agrees that service of process on the Consultant may be made on its registered agent as designated in the corporate records of the Florida Division of Corporations. The Consultant shall notify the Authority in writing within thirty (30) days of a change and the name of the successor registered agent. These provisions are in addition to any methods of service of process allowed by the Florida Statutes.

XXXI. WAIVER OF TRIAL BY JURY:

Consultant and the Authority hereby knowingly, voluntarily and intentionally waive the right either may have to a trial by jury in respect to any litigation based hereon, or arising out of, under or in connection with this agreement, and any agreement contemplated to be executed in conjunction herewith, or any course of conduct, course of dealing, or actions of either party.

XXXII. ENTIRE AGREEMENT

This Agreement embodies the whole agreement between the parties and there are no inducements, promises, terms, conditions, or obligations made or entered into by either the Authority or the Consultant other than contained herein. This Agreement shall inure to the benefit of, and be binding on, the parties or the successor(s).

XXXIII. NOTICE

All Notices required under this Agreement shall be in writing. Notices shall be mailed or delivered as follows, unless a party directs in writing that notices shall be provided to it at another location:

To the Authority: Helen M. Cordero
Manager of Procurement & Contracts Administration
Miami-Dade County Expressway Authority (MDX)
3790 Northwest 21st Street
Miami, Florida 33142

With a copy to: Pamela S. Leslie, Esq.
General Counsel
Miami-Dade County Expressway Authority (MDX)
3790 Northwest 21st Street
Miami, Florida 33142

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To the Consultant:

XXXIV. DEFINED TERMS

Capitalized terms used herein, unless otherwise specifically defined in this Agreement, shall have the meaning ascribed to them in the Contract Documents.

XXXV. SECTION HEADINGS

Any headings preceding the texts of the Sections in this Agreement and any table of contents shall be solely for the convenience of reference and shall neither constitute a part of this Agreement nor affect its meaning, construction or effect.

XXXVI. SEVERABILITY

If any one or more of the covenants, agreements or provisions of this Agreement shall be held invalid, it is the intent of the parties that such covenants, agreements or provisions shall be deemed severable and that the remaining provisions remain in full force and effect.

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

MIAMI DADE EXPRESSWAY AUTHORITY

(CONSULTANT)

Approved:

By: _____

Alfred Lurigados, P.E.,
Director of Engineering

By: _____

Signature of Authorized Officer

Print Name of Authorized Officer

Approved:

By: _____

Marie T. Schafer, CPA,
Director of Finance/Chief Financial Officer

Title of Authorized Officer

ATTEST _____

Approved as to Legal Form and Sufficiency:

Secretary Signature

By: _____

Pamela S. Leslie, Esq.,
General Counsel

[CONSULTANT SEAL]

By: _____

Javier Rodriguez, P.E.,
Executive Director

Endorsed by Operations Committee: _____

Approved by MDX Board: _____

Professional Services Agreement

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_____ Initials (MDX)

_____ Initials (Consultant)

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ATTACHMENTS

The following exhibits are incorporated herein and attached hereto, unless otherwise noted:

Exhibit A	Solicitation Documents for MDX Procurement/Contract No. RFQ-10-02 including associated Addenda*
Exhibit B	Consultant's Proposal *
Exhibit C	Method of Compensation (MOC)
	Attachment C.1 Compensation Rates
	Attachment C.2 Invoice Submittal Forms:
	a) Certificate of Partial Payment/Final Payment, Waiver and Release Form
	b) Miami-Dade Expressway Authority Invoicing Form
	c) Certification of Disbursement
	Attachment C.3 Rate Schedule of Established Caps
	Attachment C.4 Negotiation Handbook Professional Services Contracts (Effective 12-24-08)
Exhibit D	Small Business Participation Statement
Exhibit E	Consultant Performance Evaluation Form (in compliance with Article 12 of the MDX Procurement Policy)
Exhibit F	MDX Travel Policy
Exhibit G	Insurance Requirements

* Provided in Electronic Format

PLEASE NOTE:

Some of the Exhibits listed on this page are not included at this time and will be provided to the Consultant upon Contract Execution.



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N/A

MDX PROJECT/SERVICE TITLE:
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**EXHIBIT C TO PROFESSIONAL SERVICES
AGREEMENT
METHOD OF COMPENSATION**

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1.0 PURPOSE:

This Exhibit C, Method of Compensation of the Agreement defines the method of compensation to the Consultant for the Services described in the Scope of Services contained in Exhibit A of the Agreement (the “Services”). In any conflict between the Method of Compensation and the Agreement, the language of the Agreement shall govern. This Method of Compensation has been negotiated pursuant to the FDOT Negotiation Handbook Professional Services Contracts effective 04-06-09 and MDX Policies.

2.0 COMPENSATION:

For the satisfactory completion of the Services, MDX will pay the Consultant the amount specified in each Task Authorization, however no Task Authorization shall exceed three hundred thousand dollars (\$300,000.00) The Contract Amount shall not a not to exceed the amount of seven hundred and fifty thousand (\$750,000.00) on an annual basis (“Contract Amount”).

MDX will issue Task Authorizations as its sole discretion to any member of the pool of consultants. Some of the factors MDX may consider in assigning work include, but are not limited to, the Consultant’s expertise, and the distribution of work based on projects and dollar amount. MDX will attempt to distribute work evenly amongst the pool of consultants, however no work is guaranteed to any member of the pool.

2.1. Summary of Compensation (as applicable)

The Contract Amount may include the following elements:

- Limiting amount for salary-related costs for all services identified.
- Limiting amount for the Operating Margin;
- Limiting amount for Facilities Capital Cost of Money (FCCM);
- Limiting and Lump Sum amounts for Itemized Expenses;
- A Limiting Amount for Contingency Services.
- Actual Direct Expenses;

2.2. Details of Compensation

For the following elements, MDX will compensate the Consultant for all reasonable and allowable costs, which have been properly allocated, incurred in the categories defined below. The compensation as described herein sought under the Contract is expressly

made subject to the terms of the Contract; Federal Acquisition Regulations, if applicable; Office of Management and Budget Circulars A-21, A-87, A-102, A-110, if applicable; and any applicable and pertinent federal and state laws and MDX Policies.

2.2.1 Lump Sum Amount

Subject to the established lump sum amounts, the Consultant will receive progress payments for labor and either direct or itemized expenses based on the percentage of the overall work completed as approved by MDX for the billing period.

2.2.2. Limiting Amount (Direct Salaries and Wages)

Subject to the established maximum limiting amounts and the MDX Rate Schedule of Established Caps for each job class, the Consultant will receive progress payments for direct salaries and wages for time expended by approved personnel in the performance of authorized work during the billing period. Direct salaries and wages include both straight time payments and all overtime payments made to an employee based on a forty (40) hour workweek. For the purpose of this contract, the workweek will begin on Saturday and end on the following Friday.

The overhead rates as established by FDOT and approved by MDX will be applied to the approved straight time salary and wage costs. Straight time is the amount paid to an employee excluding any premium overtime costs. Overtime shall be pre-approved by MDX. MDX shall not be liable for any overtime expenses not previously approved by MDX.

2.2.3 Operating Margin

The operating margin will be applied to the approved direct salary rates. The operating margin is intended to compensate the Consultant for those normal business expenses that are excluded from allowable overhead by Federal Regulation (e.g., interest, advertising, bad debts, un-recovered direct costs, etc.) as well as provide the Consultant with a reasonable profit. If the operating margin is designated as a lump sum amount, any balance remaining will be due upon completion and approval of the Services. If the operating margin is designated as a limiting amount, the Consultant is only due the amount that corresponds to the actual direct salary and wages billed.

The operating margin percentage is a negotiated rate calculated using the Florida Department of Transportation (FDOT) Consultant Contract Negotiations Operating Margin table based on direct salaries. This percentage will vary from contract to contract based on the complexity, degree of risk, schedule and the consultants cost control efforts. This table can be found in the Negotiation Handbook for Professional Services Contracts for the FDOT.

This handbook can be found at the FDOT website at <http://www.dot.state.fl.us/procurement/pdf/negot.pdf>.

2.2.4 FCCM

The Consultant will receive compensation of allowable Facilities Capital Cost of Money (FCCM) in association with salaries. FCCM will be calculated as a percentage of chargeable direct salary and wages with the exception of premium overtime. If the FCCM is designated as a lump sum amount, any balance remaining will be due upon completion and approval of Project services. If the FCCM is designated as a limiting amount, the Consultant is only due the amount that corresponds to the actual direct salary and wages billed.

2.2.5 Direct and/or Itemized Expenses and Operating Expenses

The Consultant shall receive progress payments for authorized direct and/or itemized and operating expenses relating to the Services. Allowable expenses shall include identifiable transportation expenses, per diem, meals and lodging, expenses paid or incurred for the purchase of materials or parts, purchase or lease of equipment, reproduction services, film processing, long distance telephone charges, delivery costs, and purchases of other services and/or items as authorized by MDX in connection with the Services, subject to the limitations of Section 112.061, Florida Statutes. If the expenses are designated as a lump sum amount, any balance remaining will be due upon completion and approval of the Services. If the expenses are designated as a limiting amount, direct project expenses will be compensated using the audited FDOT direct expense rate. Total expense reimbursement shall not exceed the limiting amount indicated in Attachment C.1 to Method of Compensation. This rate represents the ratio of all corporate wide direct expenses to actual direct labor excluding premium overtime.

3.0 INVOICING PROCEDURE:

- 3.1** The Consultant will perform the Services in prompt and efficient manner and complete the Services within the time requirements set forth in the Contract Documents.
- 3.2** Payments to the Consultant will be made by the Authority on the basis of monthly invoices submitted by the Consultant for appropriate costs during the billing period. Consultant shall submit invoices no more than thirty (30) calendar days after the end of the billing period. The amount invoiced shall be in accordance with the terms herein. Payment for out-of-pocket expenses, directly related to services performed, shall be invoiced as described herein. Invoices shall, to the extent practicable, include receipts or other evidence that the expenses have been incurred. Salaries, when used in this Agreement or any exhibit hereto, shall mean the base pay and shall not include any fringe benefits, governmental or otherwise, perquisites, incentives or any other form of compensation, remuneration or benefit which may accrue to the employee. Invoices

for fees or other compensation for services or expenses shall be submitted to the Authority in detail sufficient for a proper pre-audit and post audit thereof.

Whenever reimbursement is sought for travel expenses on behalf of MDX, a written pre-approval by the Director of Engineering or designee is required, such pre-approval shall accompany invoices which shall be submitted and paid in accordance with Section 112.061, Florida Statutes and MDX Travel Policy found on the MDX website. The MDX Travel Policy shall take precedence over Section 112.061, F.S.

3.3 MDX reserves the right to withhold payments for work not completed, or work completed unsatisfactorily, or work that is deemed inadequate or untimely by MDX. Any payment withheld shall be released and paid to the Consultant promptly when work is subsequently performed.

3.4 Invoice submittals shall include the following forms which are provided as Attachments herein:

- 1) Certificate of Partial Payment/Final Payment, Waiver and Release Form
- 2) Miami-Dade Expressway Authority Invoicing Form
- 3) Certification of Disbursement

Failure to submit the above forms properly executed may be cause for rejection of the invoice.

3.5 When submitting any invoice the Consultant shall certify under oath and in writing, in accordance with the formalities required by Florida law, that the invoice is submitted in good faith, that the supportive data is accurate and complete to the Consultant's best knowledge and belief, and that the amount of the invoice accurately reflects what the Consultant in good faith believes to be MDX's liability. Such certification must be made by an officer or director of the Consultant with the authority to bind the Consultant. The Consultant also agrees to indemnify MDX for any costs and expenses, including but not limited to audit costs, attorneys' fees and expert witness fees that MDX incurs due to any fraudulent statements made by Consultant in said invoices.

3.6 The Consultant shall, on a monthly basis via progress reports, provide documentation to the Authority as justification for invoices submitted. Such progress reports shall include, among other things, information with respect to the utilization by the Consultant of firms that are Small Businesses, as defined in the MDX's Small Business Policy with respect thereto, or any successor policy adopted by the Authority, and information with respect to the utilization of Disadvantaged Business Enterprises. The Authority shall make available to the Consultant, upon request, a copy of such policy or of any successor policy thereto. The Authority shall be entitled, at all times, to be advised, at its request, as to the status of Services being performed by the Consultant, and the details thereof.

3.7 The Consultant guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against him or any Subconsultant/Subcontractor in

connection with the Agreement.

- 3.8** Invoices shall be paid in accordance with Florida Statutes and MDX's Invoice Dispute Resolution Procedure, contained in the MDX Procurement Policy as amended. The Consultant agrees to be bound by MDX's Invoice Dispute Resolution Procedure, as amended.
- 3.9** The Consultant will promptly pay all Subconsultants/Subcontractors their proportionate share of payments received from MDX. Payments to small businesses shall be paid pursuant to the Section entitled "Prompt Payment" of the MDX Small Business Policy. The Consultant shall not markup the Subconsultant/Subcontractors's invoice for any additional compensation for the Consultant.
- 3.10** The Consultant will maintain for this purpose an accounting system that is acceptable to MDX. The final invoice for the Contract will be accompanied by a job cost summary report generated by the Consultant's accounting system. The report will include at a minimum the total number of direct salary hours actually worked on the Contract, the total direct salary and wage cost for the Contract, the total direct vehicle expenses for the Contract, and the total miscellaneous direct expenses for the Contract.
- 3.11** The Contract will be considered completed when the Project has been finally accepted by MDX and all the Services and any corrections to the Services, if required, has been accepted by MDX. The Consultant will then be released from further obligation, except as provided herein.

4.0 PAYMENT TO THE CONSULTANT

- 4.1** Payment or use of any deliverables or portions thereof by MDX shall not constitute an acceptance of any Services not in accordance with the Contract Documents or the Agreement.

MDX may refuse to make the whole or part of any payment because of subsequently discovered evidence or the result of subsequent inspections or tests that nullify any previous payment, to the extent that is reasonably necessary to protect MDX because:

- 4.1.1** Any deliverables of the Services is defective, deficient, or completed Services has been deemed unsatisfactory requiring correction or replacement, or
- 4.1.2** The Services does not comply with MDX/FDOT procedural requirements, or
- 4.1.3** The amount of payment due to the Consultant has been reduced by a Supplemental Agreement, or
- 4.1.4** MDX has been required to correct defective Services or complete Services in accordance with the provisions setting forth MDX's right to correct defective Services, or

4.1.5 MDX has actual knowledge of the occurrence of any of the events that constitute cause for termination of the Contract, or

4.1.6 Claims have been made against MDX on account of Consultant's performance or furnishing of the Services, or

4.1.7 There are other items entitling MDX to set-off against the amount for which application is made.

4.2 The payment made to the Consultant for performing the Services may be changed only by a Supplemental Agreement signed by both parties. The value of any Service covered by such Supplemental Agreement shall be determined by mutual agreement between MDX and the Consultant.

4.3 Nothing in this section is intended to replace or amend the section of the Professional Services Agreement entitled Disputes, Dispute Resolution and Claims

5.0 PROJECT CLOSEOUT:

5.1 Final Audit:

If requested, the Consultant shall permit MDX to perform or have performed an audit of the records of the Consultant and any or all Subconsultants/Subcontractors to support the compensation paid the Consultant. The audit will be performed as soon as practical after completion and acceptance of the Work. In the event funds paid to the Consultant under the Contract are subsequently properly disallowed by MDX because of accounting errors or charges not in conformity with the Contract, the Consultant agrees that such disallowed funds are due to MDX upon demand.

Further, MDX shall have the right to deduct, from any amount due the Consultant under any other contract, any amount due MDX under the Contract. Final payment to the Consultant shall be adjusted for audit results.

5.2 Certificate of Completion:

Subsequent to the completion of the final audit, a Certification of Completion will be prepared for execution by both parties stating the total compensation due to the Consultant, the amount previously paid, and the difference.

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

6.0 COMPENSATION RATES:

MDX will compensate the Consultant's personnel actual rate at the time of Task Authorization

issuance, as demonstrated by a certified payroll, or the rate established in the MDX Rate Schedule of Established Caps, whichever is less. The Operating Margin will be negotiated per each Task Authorization issuance as described in Section 2.2.3 above. All rates for Field/Home Office Overhead, Direct Expenses and FCCM (Overhead Rate) are fixed for one year after Contract effective date. On the anniversary of the Contract, MDX will adjust the Overhead Rate based on the effective Lorraine Odom letter, however MDX will not pay for combined Operating Margin and Overhead Rate above 300% or 3.0 Multiplier.

7.0 ATTACHMENTS:

- C.1 Audit Package
- C.2 Invoice Submittal Forms:
 - a) Certificate of Partial Payment/Final Payment, Waiver and Release Form
 - b) Miami-Dade Expressway Authority Invoicing Form
 - c) Certification of Disbursement
- C.3 Rate Schedule of Established Caps
- C.4 Negotiation Handbook Professional Services Contracts (Effective 04-06-09)



**MDX PROCUREMENT/CONTRACT NO.
RFQ-10-02**

**MDX WORK PROGRAM NO. :
N/A**

**MDX PROJECT/SERVICE TITLE:
MISCELLANEOUS DESING CONSULTANT**

EXHIBIT C4 TO METHODS OF COMPENSATION

RATE OF ESTABLISHED CAPS

EXHIBIT C.4 TO METHOD OF COMPENSATION

MDX Rate Schedule of Established Caps

Miami-Dade Expressway Authority (MDX)			
Contract Rate Caps for Architectural & Engineering Services			
Effective January 1, 2009			
Job Classifications/Title	Hourly Rate CAPS	Job Classifications/Title	Hourly Rate CAPS
Acquisition Agent	\$29.44	Landscape Architect	\$35.86
Appraiser	\$55.00	Landscape Designer	\$29.10
Archaeologist	\$22.98	Party Chief	\$30.44
Architect	\$32.45	Planner	\$31.10
Architect Intern	\$27.12	Project Architect	\$41.01
Associate Appraiser	\$45.00	Project Engineer	\$53.48
CADD/Computer Technician/Programmer	\$31.75	Project Manager	\$69.61
CEI Asphalt Plant Inspector	\$26.61	Project Planner	\$38.47
CEI Contract Support Specialist	\$33.51	Public Information Manager	\$53.41
CEI Inspector/Engineer Intern	\$23.67	Public Information Officer	\$32.69
CEI Inspector's Aide	\$17.44	Rod Man/Chain Man	\$16.06
CEI Project Administrator/CEI Project Engineer	\$53.48	Scientist	\$32.45
CEI Res Compliance Specialist	\$20.28	Secretary/Clerical	\$25.84
CEI Senior Inspector/Senior Engineer Intern	\$32.60	Senior Accountant	\$50.39
CEI Senior ITS Inspector	\$40.00	Senior Archaeologist	\$43.79
CEI Senior Project Engineer	\$69.61	Senior Architect	\$62.85
Certified Bridge Inspector	\$32.49	Senior Engineer	\$59.54
Chief Archaeologist	\$46.49	Senior Engineering Technician	\$30.56
Chief Engineer	\$78.89	Senior Landscape Architect	\$51.80
Chief Scientist	\$56.86	Senior Planner	\$65.65
Chief Utility Coordinator	\$27.25	Senior Scientist	\$53.90
Contract Coordinator	\$23.82	Senior Specialist	\$45.10
Designer	\$36.28	Senior Surveyor & Mapper	\$61.60
Engineer	\$40.99	Senior Utility Coordinator	\$41.00
Engineering Intern	\$34.49	Specialist	\$34.74
Engineering Technician	\$23.34	Survey Technician	\$28.48
Environmental Specialist	\$33.61	Surveying Intern	\$30.25
Geotechnical Engineer	\$52.25	Surveyor & Mapper	\$52.47
Geotechnical Technician	\$28.33	Technician Aid	\$18.56
GIS Specialist	\$32.10	Utility Coordinator	\$28.75
Inspector	\$30.88	Utility Locator	\$25.15
Instrument Man	\$19.78	Utility Technician	\$23.98
Landscape Architect Intern	\$24.51	Utility Senior Project Engineer	\$60.00

These hourly rates are intended as an upper-limiting amount. In the event the Consultant's actual staff (Prime and/or Sub) hourly rate falls below the MDX established rate cap, then the actual staff hourly rate shall be utilized. In the event the actual staff hourly rate exceeds the MDX established rate cap, then the MDX established rate cap shall take precedence. Certified payroll information shall be submitted for any staff member (Prime and/or Sub) utilized to perform the Services for the Project in order to provide a basis in determining billable staff hourly rates for the duration of the Agreement.

MDX and Consultant will adhere to the following policy as it pertains to the Rate Schedule of Established Caps:

- MDX will utilize the Overhead Rates established by FDOT (pursuant to Consultant's Lorraine Odom letter submitted as part of its Proposal to MDX and incorporated into the Contract Documents) for the Consultant throughout the duration of the Contract, as well as any extension(s) exercised by MDX necessary to finalize the Project.
- Should the Contract exceed a two (2) year period, MDX will review this Rate Schedule of Established Caps to determine whether or not the above noted caps continue to meet industry standards. Any changes to the Hourly Rate Caps identified herein shall be at the sole discretion of MDX.
- Upon each anniversary of the Contract, MDX, at its sole discretion, will allow a maximum three percent (3%) escalation adjustment to the prior year's contractual staff hourly rates, subject to the Hourly Rate Caps identified herein, as well as receipt of updated certified payroll.
- Specialized classifications not included within this Rate Schedule of Established Caps shall be negotiated should any specialized services be required to facilitate the Services for the Project.



MDX PROCUREMENT/CONTRACT NO.:
RFQ-10-02

MDX WORK PROGRAM NO.:
N/A

MDX PROJECT/SERVICE TITLE:
MISCELLANEOUS DESIGN CONSULTANT

EXHIBIT E
REFERENCE VERIFICATION INFORMATION
FORM

REFERENCE VERIFICATION INFORMATION FORM

MDX PROCUREMENT/CONTRACT NO.: RFQ-10-02

MDX WORK PROGRAM NO.: N/A

MDX PROJECT/SERVICE TITLE: MISCELLANEOUS DESIGN CONSULTANT

This form is to be completed for each reference provided by the Proposed Personnel.

Name of Proposed Personnel	
Proposed Role	
REFERENCE INFORMATION	
Agency Work Performed for	
Reference Name	
Reference Title	
Reference Telephone Number	
Reference E-Mail Address	
PROJECT INFORMATION	
Project Description / Scope of Work	
Services Performed by Proposed Personnel	
Contract Start and End Dates (or if Ongoing)	
Construction Costs	



**MDX PROCUREMENT/CONTRACT NO.:
RFQ-10-02**

**MDX WORK PROGRAM NO.:
N/A**

**MDX PROJECT/SERVICE TITLE:
MISCELLANEOUS DESIGN CONSULTANT**

**EXHIBIT F
PROPOSER QUESTIONS TEMPLATE**

PROPOSER QUESTIONS TEMPLATE

#	Page	Section	Section Description	Question
Proposer Name: _____				
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				