

**TPO RESOLUTION #34-17****RESOLUTION APPROVING A PROFESSIONAL SERVICES AGREEMENT (PSA) FOR TRANSPORTATION PLANNING CONSULTANT SERVICES BETWEEN THE MIAMI-DADE TPO AND SELECTED FIRMS FOR THE IMPLEMENTATION EFFORTS OF THE STRATEGIC MIAMI AREA RAPID TRANSIT (SMART) PLAN**

**WHEREAS**, the Interlocal Agreement creating and establishing the Miami-Dade Metropolitan Planning Organization (MPO), for the Miami Urbanized Area, now known as the Transportation Planning Organization (TPO), requires that the TPO provide a structure to evaluate the adequacy of the transportation planning and programming process; and

**WHEREAS**, under Resolution #26-16, the Governing Board endorsed the Strategic Miami Area Rapid Transit (SMART) Plan; and

**WHEREAS**, under Resolution #28-16, the Governing Board approved Fiscal Years 2017 and 2018 Unified Planning Work Program (UPWP), which included Task 5.15 "Implementation of the SMART Plan and other implementation activities; and

**WHEREAS**, under Resolution #45-16, the Governing Board approved 1) a General Planning Scope of Services for the SMART Plan Implementation Activities under Task 5.1 of the UPWP; 2) the programming of Federal funds in the amount of \$7,180,000.00 to conduct the activities described in Task 5.15 of the UPWP; and 3) the TPO Executive Director was authorized to (a) advance scope of services to conduct studies for the SMART Plan corridors, (b) procure the necessary services to conduct the SMART Plan implementation activities described in the Scope of Services, and (c) enter into Interlocal Agreements with funding partners, including but not limited to municipalities; and

**WHEREAS**, under Resolution #58-16, the Governing Board approved an amendment to the Fiscal Year 2017 Transportation Improvement Program to assign and program Federal funds in the amount of \$7,180,000.00 for the implementation of the SMART Plan and further amended the FYs 2017 and 2018 UPWP to modify Task 5.15 to increase the funding allocation in the amount of \$7,180,000.00 for the SMART Plan activities stated therein; and

**WHEREAS**, five General Planning Consultant firms have been selected to provide professional planning services to supplement efforts in conducting the transportation planning process for the implementation of the SMART Plan,

**NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BOARD OF THE TRANSPORTATION PLANNING ORGANIZATION (TPO) IN ITS ROLE AS THE MPO FOR THE MIAMI URBANIZED AREA,** that this Board hereby approves the attached Professional Services Agreement (PSA) for transportation planning consultant services between the Miami-Dade TPO and selected firms for the implementation efforts of the Strategic Miami Area Rapid Transit (SMART) Plan.

The adoption of the foregoing resolution was moved by Board Member Roberto Martell. The motion was seconded by Board Member Board Member Jeff Porter, and upon being put to a vote, the vote was as follows:

**Chairman** Esteban L. Bovo, Jr.-Aye  
**Vice Chairman** Francis Suarez-Absent

Board Member Bruno A. Barreiro	-Aye	Board Member Daniella Levine Cava	-Aye
Board Member Jose "Pepe" Diaz	-Absent	Board Member Roberto Martell	-Aye
Board Member Audrey M. Edmonson	-Absent	Board Member Joe A. Martinez	-Nay
Board Member Oliver G. Gilbert, III	-Aye	Board Member Jean Monestime	-Aye
Board Member Perla Tabares Hantman	-Aye	Board Member Dennis C. Moss	-Aye
Board Member Carlos Hernandez	- Absent	Board Member Jeff Porter	-Aye
Board Member Sally A. Heyman	-Absent	Board Member Rebeca Sosa	-Aye
Board Member Barbara J. Jordan	-Aye	Board Member Javier D. Souto	-Aye
Board Member Smith Joseph	-Aye	Board Member Xavier L. Suarez	-Absent
Board Member Philip Levine	-Absent		

The Chairperson thereupon declared the resolution duly passed and approved this 20<sup>th</sup> day of July, 2017.

**TRANSPORTATION PLANNING ORGANIZATION**

By Zainab Salim  
**Zainab Salim, Clerk**  
**Miami-Dade TPO**



**STRATEGIC MIAMI AREA RAPID TRANSIT (SMART)  
PLAN GENERAL PLANNING CONSULTANT**

**PROJECT NO. E17-TPO-01**

**NON-EXCLUSIVE PROFESSIONAL SERVICES AGREEMENT**

THIS AGREEMENT is entered into this \_\_\_\_ day of \_\_\_\_\_, 2017, by and between the Transportation Planning Organization in its role as the MPO for the Miami Urbanized Area, created pursuant to section 339.175, Florida Statutes (hereinafter referred as the "TPO"), having its principal office at 111 NW First Street, Suite #920, Miami, Florida 33128, and \_\_\_\_\_ a corporation authorized to transact business in the State of Florida, (hereinafter referred to as the "CONSULTANT") having its principal office at \_\_\_\_\_.

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

For and in consideration of the mutual agreements hereinafter contained, the TPO hereby retains the CONSULTANT, and the CONSULTANT hereby covenants to provide the professional services prescribed herein in connection with the Strategic Miami Area Rapid Transit (SMART) Plan General Planning Consultant.

**SECTION I - TPO OBLIGATIONS**

The TPO agrees that it shall furnish to the CONSULTANT any data and other work products available in the TPO files pertaining to the work to be performed under this Agreement.

The Executive Director of the Transportation Planning Organization or his/her authorized representative shall issue written authorization to proceed to the CONSULTANT for work to be performed hereunder. In case of emergency, the TPO reserves the right to issue oral authorization to the CONSULTANT with the understanding that written confirmation shall follow immediately thereafter.

The CONSULTANT shall submit a proposal upon the Executive Director's request prior to the issuance of a Notice to Proceed. No payment shall be made for the CONSULTANT's time or services in connection with the preparation of any such proposal.

The Executive Director or his/her authorized representative shall confer with the CONSULTANT before any Notice to Proceed is issued to discuss and agree upon the scope, time for completion, and fee for services to be rendered pursuant to this Agreement.

The written authorization will specify for which task or tasks the work is to be initiated, as well as the work to be conducted, the time frame and cost for each task.

## **SECTION II - PROFESSIONAL SERVICES**

The TPO and CONSULTANT mutually agree to furnish, each to the other, the respective services, information and items as described in Exhibit "A" Scope of Services, Exhibit "B" Utilization Report, Exhibit "C" Affirmation of Vendor Affidavits, Exhibit "D" Subcontractor/Supplier Listing and Exhibit "E" Fair Subcontracting Policies.

The process for assigning a requested work order is included in Exhibit "A" Scope of Services. Upon receipt of authorization to proceed from the Executive Director, the CONSULTANT agrees to perform professional services associated with the requested work in accordance with the negotiated terms of the applicable Work Order and Notice to Proceed. Said services may include, but shall not necessarily be limited to, the tasks described in Exhibit "A" hereof. The scope of professional services for those tasks may be modified as the work progresses.

In connection with professional service to be rendered pursuant to this Agreement, the CONSULTANT further agrees to:

- A. Maintain an adequate staff of qualified personnel on the work at all times to ensure its completion within the term specified in the applicable Notice to Proceed.
- B. Comply with any federal, state and local laws or ordinance applicable to the work.

- C. Cooperate fully with the TPO in the scheduling and coordination of all phases of the work.
- D. Report the status of the work to the Executive Director or his/her authorized agent upon request and holds all pertinent data and other work products open to the inspection of the Executive Director or his/her authorized agent at any time.
- E. Submit for TPO review data and other work products representative of the work's progress at the percentage stages of completion which may be stipulated in the Notice to Proceed. Submit for TPO approval the final work products upon incorporation of any modifications requested by the TPO during any previous review.
- F. Confer with the TPO at any time during the term of this agreement concerning the further development and utilization of data and other work products generated by the CONSULTANT pursuant to this Agreement as to interpretation and corrections of errors and omissions. The CONSULTANT shall not be compensated for the correction of errors and omissions.
- G. Performance evaluations of the services rendered under this Agreement shall be performed by the TPO and shall be utilized by the COUNTY as evaluation criteria for future solicitations.

### **SECTION III - TIME FOR COMPLETION**

The services to be rendered by the CONSULTANT for each Work Order shall commence upon receipt of a written Notice To Proceed from the Executive Director or his/her authorized representative subsequent to the execution of this Agreement, and shall be completed within the time stated in said Notice To Proceed.

A reasonable extension of time may be granted in the event there is delay on the part of the TPO in fulfilling its part of the Agreement, or situations that are out of the control of the CONSULTANT, or should weather conditions or acts of God render performance of the CONSULTANT duties

impossible. Such time extensions shall not be the cause of any claims by the CONSULTANT for additional compensation.

**SECTION IV - COMPENSATION**

The TPO agrees to pay and the CONSULTANT agrees to accept for services rendered pursuant to this Agreement, fees and other compensation in accordance with each particular task or Work Order as indicated in the Notice to Proceed. Payments will be made for services performed on each agreed upon task up to the dollar amount specified for each task. No additional fees or compensation will be paid to the CONSULTANT.

**A. Project Funding and Contract Period**

Consulting services performed pursuant to this contract shall not exceed Eleven Million dollars (\$11,000,000.00) in the aggregate for the five selected firms under contract #17-TPO-01. This amount includes funds allocated for Fiscal Years (FYs) 2017-18 and FYs 2019-20 of the Unified Planning Work Program (UPWP).

**B. Lump-sum Fee**

The fee for any Work Order issued to the CONSULTANT shall be a lump sum mutually agreed upon by the TPO and the CONSULTANT and stated in the written Notice to Proceed, for services rendered pursuant to this Agreement, including Direct Cost and Expenses.

**SECTION V - DURATION OF AGREEMENT**

This Agreement shall remain in full force and effect for a period of three (3) years, with two (2) one-year renewal options, after its date of execution or until completion of all tasks, whichever occurs last, unless terminated by mutual consent of the parties hereto or as provided in Section XIII, Section XIV, and/or Section XV hereof.

**SECTION VI – ALLOWANCE/CONTINGENCY ORDINANCE # 00-65**

An Allowance Account of 10% of the Agreement's maximum compensation limit is permissible per Miami-Dade County Code Section 2-8.1. This Allowance Account will be used by the TPO for unforeseen conditions necessitating additional work, resulting in additions to the basic services fee. Any work designated by the Executive Director as contingent must be authorized in writing by the Executive Director or his/her designee.

#### **SECTION VII - PARTIAL PAYMENTS**

The TPO shall make periodic partial payments to the CONSULTANT in accordance with performance of authorized work pertaining directly to this project as follows:

- A. The CONSULTANT shall submit duly certified monthly invoices to the Miami-Dade County, Finance Department C/O: Miami-Dade Transportation Planning Organization Attn: Shared Services Payable Unit, 111 NW 1st Street 26th Floor Miami, FL 33128 or email them to [invsubp@miamidade.gov](mailto:invsubp@miamidade.gov), with a copy to the TPO. The duly certified monthly invoices must be accompanied by a Technical Progress Report, unless an alternate invoicing schedule is agreed upon by both parties. Such invoices shall be paid to the CONSULTANT within forty-five (45) days of receipt by the Finance Department. Additionally, the CONSULTANT will submit with the invoices a Utilization Report, as shown in Exhibit "B".
- B. Utilization Report (UR). Pursuant to Administrative Order (A.O.) 3-32 Community Business Enterprise (CBE-A&E) Program and/or A.O. 3-39 for the Resolution Repealing County Administrative Orders 3-33, 3-14 and 3-28, and Establishing Administrative Order 3-39 Standard Process For Construction Of Capital Improvements, Acquisition Of Professional Services, Construction Contracting, Change Orders and Reporting, the CONSULTANT is required to file utilization reports monthly with the Miami-Dade County, Finance Department C/O: Miami-Dade Transportation Planning Organization Attn: Shared Services Payable Unit, 111 NW 1st Street 26th Floor Miami, FL 33128 or via email at

[invsubp@miamidade.gov](mailto:invsubp@miamidade.gov), with a copy to the TPO, unless designated otherwise. URs are required to accompany every invoice. The UR should indicate the amount of contract monies received and paid as a CONSULTANT, including payments to Sub-consultant(s) (if applicable). The UR format is attached hereto as Exhibit "B".

- C. The amount of the invoices submitted shall be the prorated amount due for all services performed to date, determined by applying the percentage of the services completed for each authorized task, as certified by the CONSULTANT, to the total lump sum fee.
- D. The amount of the partial payment due for the services performed to date shall be an amount calculated in accordance with paragraph "C" above.
- E. In accordance with section 218.74, Florida Statutes, the time at which payment shall be due from the TPO shall be forty-five (45) days from receipt of a proper invoice. All payments due from the TPO, and not made within the time specified by this section, shall bear interest from thirty (30) days after the due date at the rate of one percent (1%) per month on the unpaid balance. Further, proceedings to resolve disputes for payment of obligations shall be concluded by final written decision of the Executive Director, or his or her designee(s), not later than sixty (60) days after the date on which the proper invoice was received by the TPO.
- F. Pursuant to AO 3-39 and Florida State Statutes Chapter 287.055 5(a): For all lump sum costs or costs plus a fixed fee contract in which a fee will exceed one hundred fifty thousand dollars (\$150,000; 287.017 -category four), the TPO will require the firm receiving the award to execute a Truth-In-Negotiation Certificate as required by Chapter 287, Florida Statutes.

### **SECTION VIII - RIGHT OF DECISIONS**

All services shall be performed by the CONSULTANT to the satisfaction of the Executive Director who shall decide all questions, difficulties and disputes of whatever nature which may arise under or by reason of this Agreement and the character, quality, amounts and value thereof. The



Executive Director's decisions upon all claims, questions and disputes shall be final, conclusive and binding upon the parties hereto unless such determination is clearly arbitrary or unreasonable. Adjustment of compensation and time for completion of service hereunder, for any reason shall be left to the absolute discretion of the Executive Director or his/her designee. In the event the CONSULTANT does not concur with the decisions of the Executive Director, the CONSULTANT may present any such objections in writing to the Chair of the TPO Governing Board. This decision shall be final.

#### **SECTION IX - NOTICES**

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

#### **SECTION X - ABANDONMENT**

In the event the TPO causes abandonment, cancellation or suspension of the project or parts thereof, the CONSULTANT shall be compensated for all services rendered pursuant to a Notice to Proceed consistent with the terms of this Agreement up to the time the CONSULTANT receives written notification of such abandonment, cancellation or suspension.

This compensation shall be determined on the basis of the percentage of the total services which have been performed at the time the CONSULTANT receives such notice. In the event partial payment has been made for professional services not performed, the CONSULTANT shall return such sums to the TPO within ten (10) days after receipt of written notice that such sums are due.

#### **SECTION XI - AUDIT RIGHTS**

The TPO reserves the right to audit the records of the CONSULTANT related to this Agreement at any time during the prosecution of the work included herein and for a period of three (3) years after final payment is made. The CONSULTANT agrees to provide copies of any records necessary to substantiate payment requests to the TPO, including but not limited to audited financial statements, balance sheets and other financial records. In the event an audit undertaken pursuant to this section reveals improper, inadvertent, or mistaken payments to the CONSULTANT, the CONSULTANT shall remit such payments to the TPO. The TPO shall retain all legal and equitable rights with respect to recovery of payments.

The audit may also be performed by the Comptroller General of the United States, or any of his/her authorized representatives, or any other applicable state or federal agency.

#### **SECTION XII - SUBCONTRACTING**

The CONSULTANT shall not subcontract, assign or transfer any services under this Agreement, except those included in the CONSULTANT's fee proposal, without the written consent of the Executive Director. When applicable and upon receipt of such consent in writing, the CONSULTANT shall cause the names of the firms responsible for the major portions of each separate specialty of the work to be inserted in the pertinent documents or data.

#### **SECTION XIII - WARRANTY**

The CONSULTANT warrants that no companies or persons, other than bona fide employees working solely for the CONSULTANT or the CONSULTANT's TPO authorized subconsultants, have been retained or employed to solicit or secure this Agreement, nor have been paid or guaranteed payment of any fees, commission, percentage fees, gifts or any other considerations contingent upon or resulting from the award or making of this Agreement. The CONSULTANT also warrants that no TPO personnel, whether full-time or part-time employees, has or shall be retained or employed in any capacity as long as they are in the TPO's employment by the CONSULTANT or the CONSULTANT's

TPO approved subconsultants to accomplish the work contemplated under the terms of this Agreement. For breach or violation of this warranty, the Executive Director shall have the right to annul this Agreement without liability.

#### **SECTION XIV - TERMINATION OF AGREEMENT**

It is expressly understood and agreed that the Executive Director may terminate this Agreement, in total or in part without cause or penalty, by thirty (30) days prior notification in writing from the Executive Director, in which event the TPO's sole obligation to the CONSULTANT shall be payment in accordance with Section IV - Compensation for those units or sections of the work previously authorized. Such payment shall be determined on the basis of the percentage of the total work performed by the CONSULTANT up to the time of termination.

In the event partial payment has been made for professional service not performed, the CONSULTANT shall return such sums to the TPO within ten (10) days after receipt of written notice that said sums are due. Upon termination, the TPO may, without penalty or other obligations to the CONSULTANT, elect to employ other persons to perform the same or similar services.

#### **SECTION XV - DEFAULT**

In the event the CONSULTANT fails to comply with the provisions of this agreement, the Executive Director may declare the CONSULTANT in default by thirty (30) days prior written notification. In such event, the CONSULTANT shall only be compensated for the percentage of the work completed and accepted by the Executive Director for assigned tasks as of the date of default. In the event partial payment has been made for such professional services not completed, the CONSULTANT shall return such sums to the TPO within ten (10) days after receipt of written notice that said sums are due. In the event of litigation, the prevailing party shall be entitled to reasonable attorney's fees and court costs.

Scrutinized Companies - By executing this Agreement through a duly authorized representative, the CONSULTANT certifies that the CONSULTANT is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, as those terms are used and defined in sections 287.135 and 215.473 of the Florida Statutes. The TPO shall have the right to terminate this Agreement for default if the CONSULTANT is found to have submitted a false certification or to have been, or is subsequently during the term of the Agreement, placed on the Scrutinized Companies for Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

#### **SECTION XVI - INDEMNIFICATION AND INSURANCE**

Pursuant to section 725.08, Florida Statutes, the CONSULTANT shall indemnify and hold harmless the County and the TPO and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or the TPO or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONSULTANT or its employees, agents, servants, partners, principals or subcontractors, or any other person employed or utilized by the CONSULTANT, in the performance of this Agreement. The CONSULTANT shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County and the TPO, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. The CONSULTANT expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the CONSULTANT shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County and the TPO or its officers, employees, agents and instrumentalities as herein provided.

The CONSULTANT shall furnish to Miami-Dade TPO, 111 NW 1st Street Suite, 920, Miami FL 33128 and to Miami-Dade County, 111 NW 1st Street, Suite 2340, Miami, FL 33128, Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

- A. Worker's Compensation Insurance for all employees of the Consultant as required by Florida Statute 440.
- B. Commercial General Liability Insurance on a comprehensive basis, in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage. Miami-Dade County and Miami-Dade TPO in its role as the MPO for the Miami Urbanized Area must be shown as an additional insured with respect to this coverage.
- C. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage.
- D. Professional Liability Insurance in an amount not less than \$1,000,000 per claim.

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

The company must be rated no less than "A-" as to management, and no less than "Class VII" as to financial strength by Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County Risk Management Division.

or

The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida" issued by the State of Florida Department of Financial Services.

**CERTIFICATE HOLDER MUST READ:**

**MIAMI-DADE TPO IN ITS ROLE AS  
THE MPO FOR THE MIAMI  
URBANIZED AREA  
111 NW 1st STREET  
SUITE 920  
MIAMI, FL 33128**

**MIAMI-DADE COUNTY  
111 NW 1st STREET  
SUITE 2340  
MIAMI, FL 33128**

**SECTION XVII - NONDISCRIMINATION**

**A. Equal Employment Opportunity**

The CONSULTANT shall not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, sex, age, physical handicap, marital status, national origin or place of birth. The CONSULTANT shall take affirmative action in compliance with the requirements of 41 CFR Parts 60-2, 60-250.5 and 60-741.5, and Executive Order 11246, as amended, to ensure that applicants are employed and that employees are treated during their employment without regard to their race, color, religion, ancestry, sex, age, physical handicap, marital status, national origin or place of birth. Such action shall include, but not be limited to the following: employment, upgrading, demotion or termination; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

**B. Discrimination Prohibited**

No person shall be excluded from participation in, denied the benefits of, or otherwise

discriminated against in connection with the award and performance of any contract covered by this Part, on the grounds of race, color, national origin or sex. (49 CFR Part 23.7)

C. **Disadvantaged Business Enterprise**

1. **DBE Policy.** It is the policy of the Department of Transportation, the TPO and the County that Disadvantaged Business Enterprises as defined in 49 CFR Part 23 and this Provision shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal Funds under this agreement. Consequently, the DBE requirements of 49 CFR Part 23 applies to this agreement.
2. **DBE Obligation.** The TPO or its consultants/contractors agree to ensure that Disadvantaged Business Enterprises as defined in 49 CFR Part 23 and this Provision has the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal Funds provided under this agreement. In this regard the TPO or its consultants/contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 and this Provision to ensure that DBE Contractors have the maximum opportunity to compete for and perform contracts. The TPO and its consultants/contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of DOT-assisted contracts.
3. **Stated Goal.** The stated goal is to have portions of the work under the contract performed by qualified DBE firms owned and controlled by individuals who are socially or economically disadvantaged for prices totaling not less than the percentage of the contract price set out in the Proposal Form. For the purposes of this contract, the Stated Goal is zero (0.00) percent for DBE firms.

4. **Sub-consultant Payments.** The Consultant will report sub-consultant payments through the Equal Opportunity Compliance System on the Internet. Failure to submit sub-consultant payment information may be cause for rejection of the invoice. Within thirty days after receipt of final payment, the Consultant will report final sub-consultant payments through the Equal Opportunity Compliance System. It is the responsibility of the consultant to report "actual" payments made to sub-consultants through the Equal Opportunity Reporting System on the internet monthly at the time of invoice submittal. Go to the following website address to enter this information: <http://www.dot.state.fl.us/equalopportunityoffice/eoc.shtm> . Failure to timely input DBE commitment information into the Equal Opportunity Compliance System may adversely impact the DBE commitment letter grade for your consultant firm as well as the District DBE utilization numbers, and will cause your firm to appear as delinquent on the Equal Opportunity Compliance Report. These services were acquired in compliance with section 287.055, Florida Statutes.

**D. Title VI Compliance (Civil Rights Act of 1964)**

Title VI Compliance (Civil Rights Act of 1964) - During the performance of this agreement, the *CONSULTANT*, for itself, its assignees and successors in interest, agree as follows:

1. **Compliance with Regulations:** *CONSULTANT* shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (hereinafter, "USDOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.



2. **Nondiscrimination:** *CONSULTANT*, with regard to the work performed during the contract, shall not discriminate on the basis of race, color, national origin, sex, age, disability, religion or family status in the selection and retention of subcontractors, including procurements of materials and leases of equipment. *CONSULTANT* shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:**  
In all solicitations made by *CONSULTANT*, either by competitive bidding or negotiation for work to be performed under a subcontract, including procurements of materials or leases of equipment; each potential subcontractor or supplier shall be notified by *CONSULTANT* of *CONSULTANT*'s obligations under this contract and the Regulations relative to nondiscrimination on the basis of race, color, national origin, sex, age, disability, religion or family status.
4. **Information and Reports:** *CONSULTANT* shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the *Florida Department of Transportation*, the *Federal Highway Administration*, *Federal Transit Administration*, *Federal Aviation Administration*, and/or the *Federal Motor Carrier Safety Administration* to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of *CONSULTANT* is in the exclusive possession of another who fails or refuses to furnish this information *CONSULTANT* shall so certify to the *Florida Department of Transportation*, the *Federal Highway Administration*, *Federal Transit Administration*, *Federal Aviation*

*Administration, and/or the Federal Motor Carrier Safety Administration* as appropriate, and shall set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of *CONSULTANT's* noncompliance with the nondiscrimination provisions of this contract, the *Florida Department of Transportation* shall impose such contract sanctions as it or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration* may determine to be appropriate, including, but not limited to:

- a. withholding of payments to *CONSULTANT* under the contract until *CONSULTANT* complies, and/or
- b. cancellation, termination or suspension of the contract, in whole or in part.

6. **Incorporation of Provisions:** *CONSULTANT* shall include the provisions of paragraphs (1) through (7) of Section XVII (D), in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. *CONSULTANT* shall take such action with respect to any subcontract or procurement as the *Florida Department of Transportation, the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration* may direct as a means of enforcing such provisions including sanctions for noncompliance. In the event *CONSULTANT* becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, *CONSULTANT* may request the Florida Department of Transportation to enter into such litigation to protect the interests of the Florida Department of Transportation, and, in addition, *CONSULTANT* may request the United States to enter into such litigation to protect the interests of the United States.

7. **Compliance with Nondiscrimination Statutes and Authorities:** Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21; The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects); Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex); Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27; The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age); Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex); The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not); Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -- 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38; The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations; Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, *CONSULTANT* must take reasonable steps to ensure that LEP persons have meaningful access to *CONSULTANT*'s programs (70 Fed. Reg. at 74087 to 74100); Title IX of the Education Amendments of 1972, as amended, which prohibits *CONSULTANT* from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

#### **SECTION XVIII - ORDINANCES**

The *CONSULTANT* agrees to abide and be governed by Miami-Dade County ordinances which may have a bearing on the work contemplated hereunder, including, but not necessarily limited to Ordinance No. 72-82 (Conflict of Interest Ordinance), as amended; and Ordinance No. 77-13 (Financial Disclosures), as amended, which are incorporated herein by reference as if fully set forth herein, in connection with the *CONSULTANT*'s obligations hereunder.

The *CONSULTANT* shall comply with the financial disclosure requirements of Ordinance No. 77-13 by filing within thirty (30) days of the execution of this Agreement one of the following with the Supervisor of the Miami-Dade County Elections Department, P.O. Box 521550, Miami, Florida 33152-1550:

- A. A source of income statement
- B. A current certified financial statement

C. A copy of the CONSULTANT's current Federal Income Tax Return

**SECTION XIX - MIAMI-DADE COUNTY OFFICE OF THE INSPECTOR GENERAL REVIEW**

According to Section 2-1076 of the Code of Miami-Dade County, Miami-Dade County has established the Office of the Inspector General (IG) which may, on a random basis, perform audits, inspections, and reviews of all County/Trust contracts. This random audit is separate and distinct from any other audit by the County.

The Miami-Dade Office of Inspector General is authorized to investigate County affairs and empowered to review past, present and proposed County and Public Health Trust programs, accounts, records, contracts and transactions. In addition, the Inspector General has the power to subpoena witnesses, administer oaths, require the production of witnesses and monitor existing projects and programs. Monitoring of an existing project or program may include a report concerning whether the project is on time, within budget and in conformance with plans, specifications and applicable law. The Inspector General shall have the power to audit, investigate, monitor, oversee, inspect and review operations, activities, performance and procurement process including but not limited to project design, bid specifications, (bid/proposal) submittals, activities of the (Contractor/ Vendor/ Consultant), its officers, agents and employees, lobbyists, County and Public Health Trust staff and elected officials to ensure compliance with contract specifications and to detect fraud and corruption.

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

documents, construction documents, (bid/proposal) and contract documents, back-change documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records and supporting documentation for the aforesaid documents and records.

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

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

The provisions in this section shall apply to the (Contractor/Vendor/Consultant), its officers, agents, employees, subcontractors and suppliers. The (Contractor/Vendor/Consultant) shall incorporate the provisions in this section in all subcontracts and all other agreements executed by the (Contractor/Vendor/Consultant) in connection with the performance of this contract.

Nothing in this section shall impair any independent right to the TPO or the County to conduct audits or investigative activities. The provisions of this section are neither intended nor shall they be construed to impose any liability on the TPO or the County by the (Contractor/Vendor/Consultant) or third parties.

## **SECTION XX - FEDERAL CONTRACTING REQUIREMENTS**

A. **Debarred Bidders:**

The CONSULTANT, including any of its officers or holders of a controlling interest, is obligated to inform the TPO whether or not it is or has been on any debarred bidders' list maintained by the United States Government. Should the CONSULTANT be included on such a list during the performance of this project, it shall so inform the TPO.

B. **Interest of Members of, or Delegates to Congress:**

In accordance with 18 U.S.C. Section 431, no member of, or delegates to the Congress of the United States shall be admitted to a share or part of this contract or to any benefit arising therefrom.

C. **Conservation:**

CONSULTANT shall recognize mandatory standards and policies relating to energy efficiency which are contained in the State energy conversation plan issued in compliance with the Energy Policy and Conversation Act (42 USC Section 6321 et seq.)

D. **Clean Air Act and Federal Water Population Control Act Requirements:**

The CONSULTANT agrees to comply with all applicable standards, orders, or requirements issues under Section 306 of the Clean Air Act (42 USC 1857 (h)), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR, Part 15) which prohibit the use under nonexempt Federal contracts, grants or loans, of facilities included on the EPA List for Violating Facilities. The CONSULTANT shall report violations to FTA, to FHWA and to the USEPA Assistant Administrator for Enforcement (EN0329).

E. **Buy America:**

The CONSULTANT agrees that it will comply with the requirements of Section 165(a) of the Surface Transportation Assistance Act of 1982 and the regulations in 49 CFR 661.

## **SECTION XXI - CERTIFICATION REGARDING LOBBYING**

CONSULTANT hereby represents to the best of its knowledge neither it nor any of its personnel have expended any appropriated funds at a recipient or Contractor of a Federal Contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, or officer or employee of Congress, or an employee of a member of Congress in connection with any of the following covered Federal Actions: The awarding of any Federal Contract, the making of any Federal Grant, and making of any Federal, Local, the entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal Contract, Grant, Loan, or Cooperative Agreement. The Contractor hereby agrees to comply with Section 319 of Public Law 101-121, "Restrictions on Lobbying" and the regulations at Federal Register Vol. 54 No. 243, Wednesday, December 20, 1989.

## **SECTION XXII – E-VERIFY**

Vendor/Contractor:

- 1) shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Vendor/Contractor during the term of the contract; and
- 2) shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

## **SECTION XXIII – OWNERSHIP OF DOCUMENTS**

All notes, correspondence, documents, designs, drawings, renderings, calculations, specifications, models, photographs, reports, surveys, investigations, and any other documents and copyrights thereto for services performed or produced in the performance of this Agreement, whether



in paper or other hard copy medium or in electronic medium, except with respect to copyrighted standard details and designs owned by the Consultant or owned by a third party and licensed to the Consultant for use and reproduction, shall become the property of the TPO. However, the TPO may grant an exclusive license of the copyright to the Consultant for reusing and reproducing copyrighted materials or portions thereof as authorized by the TPO in advance and in writing. In addition, the Consultant shall not disclose, release, or make available any document to any third party without prior written approval from TPO. The Consultant shall warrant to the TPO that he/she has been granted a license to use and reproduce any standard details and designs owned by a third party and used or reproduced by the Consultant in the performance of this Agreement. Nothing contained herein shall be deemed to exclude any document from Chapter 119 of the Florida Statutes.

#### **SECTION XXIV - ASSIGNABILITY**

The Executive Director may, at his or her sole option, assign the rights and obligations under this contract to any governmental agency or municipality to the extent that the TPO deems necessary or advisable under the circumstances. This includes other studies/projects that have been approved in the Unified Planning Work Program (UPWP). This program is administered by the TPO. In the event the Executive Director determines that assignment is necessary or advisable, the Executive Director shall authorize the applicable governmental agency or municipality to request a written proposal to execute the solicited services. Compensation for planning services rendered to any governmental agency or municipality pursuant to this section shall be in addition to compensation to be paid by the TPO pursuant to Section IV. Further, the funding ceiling provided for in Section IV(A) shall not apply to planning services provided pursuant to this section.

This assignability clause shall only be utilized for transportation planning services covered under this contract. In the event this Assignability Clause is exercised, the governmental agency or municipality shall execute a separate agreement with the selected consultant.

**SECTION XXV - ENTIRETY OF AGREEMENT**

This writing, with the attached Affirmative Action Requirements, embodies the entire agreement and understanding between the parties hereto, and there are no other agreements or understandings, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby. No alteration, change or modification of the terms of this Agreement shall be valid unless made in writing, signed by both parties hereto, and approved by the TPO Governing Board.

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

IN WITNESS WHEREOF the parties hereto have executed these presents this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

ATTEST:  
GOVERNING BOARD OF THE  
TRANSPORTATION PLANNING  
ORGANIZATION

(CONSULTANT)

By: \_\_\_\_\_  
Aileen Bouclé, Executive Director  
Miami-Dade TPO

By: \_\_\_\_\_  
Authorized Officer  
(Corporate Seal)

ATTEST:  
Miami-Dade TPO Clerk of the Board

ATTEST:

By: \_\_\_\_\_  
Zainab Salim

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

Approved as to form  
and legal sufficiency: \_\_\_\_\_  
Assistant County Attorney

EXHIBIT A

Scope of Services

*Miami-Dade County  
Transportation Planning Organization (TPO)*

---

**SCOPE OF SERVICES**

**SMART PLAN GENERAL PLANNING  
CONSULTANT (GPC)**

**Project No. E17-TPO-01**

---

111 NW First Street, Suite 920, Miami, FL 33128

Phone: (305) 375-4507

Fax: (305) 375-4950

E-mail: [mpo@mdtpo.org](mailto:mpo@mdtpo.org)

Website: [www.miamidadetpo.org](http://www.miamidadetpo.org)

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## **ATTACHMENT**

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# ***SCOPE OF SERVICES (SOS)***

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## **I. BACKGROUND**

The Transportation Planning Organization for the Miami Urbanized Area, hereinafter referred to as the "TPO", is the office responsible for carrying out a coordinated, comprehensive, and continuing transportation planning process in Miami-Dade County. The TPO was created as required by Chapter 163.01 of the Florida Statutes and established by an Interlocal Agreement between Miami-Dade County and the Florida Department of Transportation (FDOT). The TPO is the authority on all local transportation planning matters and ensures that all entities engaging in transportation related activities conform to federal laws. The TPO approves the development and deployment of highways, mass transit and other transportation facilities and services. Federal guidelines require that federally funded transportation programs be consistent with TPO approved plans.

## **II. INTRODUCTION**

The TPO requests proposals from consultant firms interested in contracting with the TPO for the development of the "SMART Plan" for Project No. E17-TPO-01. This is a continuing activity that requires the assistance of consultants to provide technical support to the implementation of the SMART Plan.

## **III. PURPOSE OF THE PROGRAM**

The purpose of this program is for the consultants to provide professional planning services, as needed, to supplement the TPO's efforts in conducting the transportation planning process for the SMART Plan. This includes, but is not limited to preparing informational materials and conducting technical activities to meet the TPO's needs.

## **IV. PREVIOUS WORK**

In the past, the TPO has been required to undertake the leadership and development of several studies/projects that have not been included in the UPWP. These types of projects and requests were important in fulfilling transportation needs. The Florida Department of Transportation (FDOT) Districts 4 and 6, and other Florida TPOs have been successfully conducting these types of contracts. Previously, the TPO has established this mechanism to assist staff in conducting transportation planning activities. This successful process facilitates and expedites the development of studies/projects to be carried out by consultant services. Similar to past GPCs, five firms will be selected for a 3-year period with two (2) one-year renewal options.

## **V. PROCESS**

For each task to be performed under this contract, a Work Order (WO) will be prepared by the TPO and provided to the selected consultant for consideration. As appropriate, the interested consulting firm will submit a proposal in response to the requested work order. This proposal should include a description of the methodology/approach to be used by the consultant to conduct the study/project, experience of the firm in similar studies/projects, proposed staff to conduct the study/project, time schedule to complete the study/project and estimated cost. Attachment "A" of this Exhibit shows the format for submitting the time schedule and the estimated cost for the study/project. The work order will be awarded to the selected consultant using the criteria stated in Section VI. Based on the available funds and the cost submitted by the consultant, the work will be negotiated by the TPO's project manager and the consultants' project manager.

Notwithstanding any provision to the contrary where the TPO Board has approved a specific scope and budget the TPO Executive Director or Designee may enter into direct negotiation with one or more of the General Planning Consultants (GPC) and issue work order(s) arriving from said negotiation.

Details of the consultant's specific responsibilities, the work to be performed and products to be delivered will be defined in this negotiation process. No work will be conducted unless the written approval of the TPO's Executive Director or his/her designee is provided. A Notice to Proceed (NTP) letter authorizing the work order will be issued to the consultant to start the work.

The consultant will submit monthly invoices as appropriate. A written progress report and a Utilization Report (UR) are required to accompany these invoices for payment.

## **VI. WORK ORDER ASSIGNMENT**

The TPO Executive Director or Designee may request a proposal for the work to be performed pursuant to a Work Order. The assignment of the Work Order will be determined taking into consideration the following factors:

### **1. Experience of the Proposed Team**

The consultant will provide a brief description regarding the experience of the proposed staff to be assigned in the development of the study/project. This will include: name of the project manager and supporting staff, technical education, years of experience, professional experience in the kind of projects to be undertaken and availability of adequate staff.

### **2. Competence of the Firm**

The consultant will provide the experience of the firm in the kind of projects to be undertaken. The proposal should include examples of similar studies/projects conducted by the firm. Preferably, in Southeast Florida and/or the State of Florida. The firm will also provide the company capabilities to fulfill the assignment such as: equipment, hardware and software availability, visualization tools, technical expertise and facilities.

### **3. Awareness of the Issues**

The consultant will describe their knowledge and understanding of the issues involved in the development of the study/project.

**4. Approach to the Study/Project**

The consultant shall provide a detailed description of how the firm will accomplish the proposed work. It is expected that the consultant describes the approach to the study/project by task as part of this section, and how they can improve the proposed SOW for the referred work order.

**5. Time Schedule**

The consultant will provide a time schedule for the completion of the study/project to be performed.

**6. Performance of the Firm**

TPO Project Managers will evaluate the consultants' work by assignment based on their performance during the development of this cycle. This evaluation will be used for determining the performance of each consultant.

**7. Work Load**

The TPO Executive Director or Designee will evaluate the work load by consultant based on the work orders assigned during this cycle.

**8. Proposed Cost**

The consultant will provide in a separate envelope the proposed cost for the study/project. This shall include costs by task and the DBE goal.

No work shall be commenced without a Notice to Proceed issued to the consultant.

**VII. TYPE OF SERVICES**

Professional planning activities on as-needed basis to assist the TPO in the development of the transportation planning process for the SMART Plan are required. TPO staff will develop detailed WOs for specific assignments. These may include any one or more of the following activities:

**A. General Services**

1. Conduct technical studies to support the transportation planning process as related to the SMART Plan.
2. Collect data regarding traffic and transit information, including, but not limited to: traffic counts, accident records, surveys, passenger counts, vehicle delays.
3. Update and analyze existing transportation data to determine transportation needs including, but not limited to, travel demand and air quality modeling, level of services (LOS) and future travel projections.
4. Prepare maps, presentations, brochures, reports and any necessary materials for public meetings, using state-of-the-art techniques including, but not limited to, Geographic Information System (GIS), 3-D effects and any other visual tools available in the market.
5. Develop newsletters, brochures, issue papers, or other written products from pre-existing TPO technical documents, written or recorded transcripts of meetings, or oral briefings by staff or members of the board. Such work will include preparation of text, preparation of photographic or rendered graphics, layout and supervision of printing of documents in full color.
6. Develop visual presentation materials for meetings or briefings, including display boards, flip charts, slides, all of which may include charts, spreadsheets, maps, text, software or combinations of these. The consulting firm engaged in this effort should be prepared to

utilize personal-computer based graphics display mediums and to provide the equipment necessary to present such information to individuals or large groups through the use of active-matrix overhead projector couplers or projection-screen displays.

7. Develop audiotape and/or videotape projects, including recording, editing, mastering, and reproduction. Videotape projects must be of studio quality and prepared, as requested if needed.
8. Any other supportive task ancillary to the primary scope of services that may be needed to support the TPO's implementation of the SMART Plan.
9. Consultant(s) may be required to make presentations before committees and boards.

## **B. Training and Development**

The consultant(s) may also be required to provide training and informational materials to TPO staff for conducting workshops, preparing technical reports, developing manuals, as necessary.

## **VIII. COORDINATION**

1. TPO project Manager will be appointed as the liaison official with the consultant firm. All requests shall be done through this official, unless determined by the TPO Director.
2. Once the WO is assigned to a consultant, appropriate coordination shall be established with the designated TPO Project Manager to conduct the study/project.

## **IX. DEVELOPMENT**

1. Studies, projects or actions request shall be based on partial work orders.
2. For each study/project, a written WO will be provided, including the end products to be delivered.
3. The studies, projects or actions requested shall be performed according to the guidelines and proposed scope of work determined by the TPO.
4. Costs shall be negotiated according to factors such as: amount and complexity of work to be done, quality of the end product, delivery time and number of deliverables, among others.

## **X. TIMING AND DELIVERY**

1. Only top quality materials and services will be accepted by the TPO Executive Director or Designee.
2. Products shall be delivered as determined by each WO.
3. Electronic version of end product(s) will be required for final payment.

## **XI. END PRODUCTS**

All end products will be delivered as requested in each WO. An unbound color original will be submitted for each deliverable, together with an electronic copy, for further reproduction and updates.



## **XII. PARTICIPATING AGENCIES**

1. Miami-Dade Transportation Planning Organization (TPO)
2. Florida Department of Transportation (FDOT) District Six
3. Miami-Dade Department of Regulatory and Economic Resources (RER)
4. Miami-Dade Department of Transportation and Public Works (DTPW)
5. Miami-Dade Expressway Authority (MDX)
6. Municipalities
7. Citizen's Independent Transportation Trust (CITT)
8. Florida Turnpike Enterprise (FTE)
9. Florida Department of Transportation – District Four
10. South Florida Regional Planning Council (SFRPC)
11. South Florida Regional Transportation Authority (SFRTA)
12. Other agencies and entities as appropriate.

## **XIII. WORK SCHEDULE**

The duration of each work order will be determined by individual basis, as presented in the Time Schedule.

*SCHEDULE  
OF  
PROPOSED COSTS AND TIME*

## SCHEDULE OF PROPOSED COSTS

CONSULTANT: \_\_\_\_\_

DATE: \_\_\_\_\_

<b>PROPOSED COSTS</b>						
Task #	Task Description	Costs				DBE Participation (%)
		Prime Consultant (\$)	Sub-consultant (\$)	DBE Sub-consultant (\$)	Total (\$)	
1	Title of Task #1					
2	Title of Task #2					
3	Title of Task #3					
4	Title of Task #4					
n	Title of Task #n					
	<b>Sub-Total</b>					
	Contingency					
	<b>Total</b>					
<b>Important: Firms shall indicate percentage of cost dedicated to DBE.</b>						

# TIME SCHEDULE

CONSULTANT: \_\_\_\_\_

DATE: \_\_\_\_\_

PROPOSED COMPLETION TIME							
Task		Months					
#	Description	1	2	3			n
1							
2							
3							
4							
n							

**EXHIBIT B**  
Utilization Report



# SMALL BUSINESS ENTERPRISE - ARCHITECTURAL & ENGINEERING MONTHLY UTILIZATION REPORT

 MEASURE

 MONTHLY REPORT (PARTS 1A & 1B)

 FINAL REPORT (PARTS 1A, 2 & 3)

**PARTS 1A & 1B**

This part is to be completed by the Prime Consultant and forwarded to the User Department

This report is required by Miami Dade County. Failure to comply may result in MDC commencing proceedings to impose sanctions on the successful bidder, in addition to pursuing any other available legal remedy. Sanctions may include the suspension of any payment or part thereof, termination or cancellation of the contract, and the denial to participate in any further contracts awarded by MDC.

<b>A</b>	REPORTING PERIOD	CONTRACT NAME			CONTRACT NO.	
	FROM:	PROJECT LOCATION			START DATE	
	TO:	USER DEPARTMENT				
	SBE A&E MEASURE	DEPT. PROJ. MGR/CONTACT PERSON		PHONE	FACSIMILE	
	SBE G&S MEASURE				CONTRACT AWARD	
					DATE	AGREEMENT AMOUNT
NAME OF PRIME CONSULTANT						
ADDRESS		SCHEDULED COMPLETION DATE			PERCENTAGE OF CONTRACT COMPLETED	
TELEPHONE	FACSIMILE	EMAIL	PROJECT MANAGER (PRIME CONSULTANT)			
AMOUNT REQUISITIONED THIS PERIOD		\$	DATE REQUISITIONED		DID LAST PMT EQUAL REQUISITION AMOUNT?	
TOTAL AMOUNT REQUISITIONED TO DATE		\$			YES <input type="checkbox"/>	
LAST PAYMENT BY MIAMI DADE COUNTY (MDC)		\$	DATE OF LAST PMT BY MDC		NO <input type="checkbox"/>	
TOTAL AMOUNT PAID BY MDC		\$	WAS LAST PMT WITHIN 14 DAYS OF PRIME REQUISITION?		IF NO PLEASE EXPLAIN	
			YES <input type="checkbox"/>			
			NO <input type="checkbox"/>			

B SUBCONSULTANT(S) DATA												
NAME OF FIRMS	GOAL % (IF APPLICABLE)	MAKE-UP	DESCRIPTION OF WORK	SIGNED AGREEMENT	AGREEMENT AMOUNT	AMOUNT SUB REQUISITIONED THIS PERIOD	DATE OF REQUISITION (FROM SUB)	AMT REQUISITIONED TO DATE	LAST PAYMENT AMT	LAST PAYMENT DATE	Was last pmt. Within 2 days of MDC payment to Prime? Y/N	AMT PAID TO DATE
				✓								
				TOTALS:								

 \_\_\_\_\_  
 AUTHORIZED SIGNATURE OF PRIME CONSULTANT

 \_\_\_\_\_  
 DATE

 \_\_\_\_\_  
 PRINT NAME

 \_\_\_\_\_  
 TITLE

 \_\_\_\_\_  
 DATE

# SMALL BUSINESS ENTERPRISE - ARCHITECTURAL & ENGINEERING MONTHLY UTILIZATION REPORT - FINAL ONLY

## PART 2

This part is to be completed by the Subconsultants and forwarded to the Prime Consultant.

SUBCONSULTANTS							
NAME OF SUBCONSULTANT	TOTAL AGREEMENT AMOUNT	FINAL SUB REQUISITION AMOUNT	TOTAL PAID TO DATE TO SUBCONSULTANT *	TOTAL SUB REQUISITIONED TO DATE	PROMPT PAYMENT ISSUES (Y/N)	DATE OF WORK COMPLETION	GOAL (%) IF APPLICABLE
AUTHORIZED SIGNATURE OF SUBCONSULTANT							

## PART 3

This part is to be executed by the Prime Consultant and forwarded to the User Department.

		Sworn before me: This _____ day of _____, 20____
SIGNATURE OF AFFIANT (PRIME CONSULTANT)	TITLE	
PRINTED NAME OF AFFIANT	DATE	NOTARY PUBLIC

## COUNTY USE

This part is to be completed by the User Department at the time of Final Requisition to SBD.

AUTHORIZED SIGNATURE OF PROJ MGR/CONTACT PERSON	PRINT NAME	DATE

**EXHIBIT C**  
Vendor Affirmation Affidavit





**EXHIBIT D**

Subcontracting/Supplier Listing

**ISD Form 7 - SUBCONTRACTOR/SUPPLIER LISTING**  
 (Miami-Dade County Code Sections 2-8.1, 2-8.8 and 10-34)

Firm Name of Prime Contractor/Respondent \_\_\_\_\_ FEIN # \_\_\_\_\_  
 Project/Contract Number \_\_\_\_\_

In accordance with Sections 2-8.1, 2-8.8 and 10.34 of the Miami-Dade County Code, this form must be submitted as a condition of award by all bidders/respondents on County contracts for purchase of supplies, materials or services, including professional services which involve expenditures of \$100,000 or more, and all bidders/respondents on County or Public Health Trust construction contracts which involve expenditures of \$100,000 or more. The bidder/respondent who is awarded this bid/contract shall not change or substitute first tier subcontractors or direct suppliers or the portions of the contract work to be performed or materials to be supplied from those identified, except upon written approval of the County. The bidder/respondent should enter the word "NONE" under the appropriate heading of this form if no subcontractors or suppliers will be used on the contract and sign the form below.

In accordance with Ordinance No. 11-90, an entity contracting with the County shall report the race, gender and ethnic origin of the owners and employees of all first tier subcontractors/suppliers. In the event that the successful bidder demonstrates to the County prior to award that the race, gender, and ethnic information is not reasonably available at that time, the successful bidder shall be obligated to exercise diligent efforts to obtain that information and provide the same to the County not later than ten (10) days after it becomes available and, in any event, prior to final payment under the contract.  
 (Please duplicate this form if additional space is needed.)

Business Name and Address of First Tier Subcontractor/ Sub-consultant	Principal Owner	Scope of Work to be Performed by Subcontractor/ Sub-consultant	Principal Owner (Enter the number of male and female owners by race/ethnicity)							Employee(s) (Enter the number of male and female employees and the number of employees by race/ethnicity)							
			Gender		Race/Ethnicity					Gender		Race/Ethnicity					
			M	F	White	Black	Hispanic	Asian/Pacific Islander	Native American/Native Alaskan	Other	M	F	White	Black	Hispanic	Asian/Pacific Islander	Native American/Native Alaskan
Business Name and Address of First Tier Direct Supplier	Principal Owner	Supplies/Materials/ Services to be Provided by Supplier	Principal Owner (Enter the number of male and female owners by race/ethnicity)							Employee(s) (Enter the number of male and female employees and the number of employees by race/ethnicity)							
			Gender		Race/Ethnicity					Gender		Race/Ethnicity					
			M	F	White	Black	Hispanic	Asian/Pacific Islander	Native American/Native Alaskan	Other	M	F	White	Black	Hispanic	Asian/Pacific Islander	Native American/Native Alaskan

Mark here if race, gender and ethnicity information is not available and will be provided at a later date. This data may be submitted to Contracting/User department or on-line to the Small Business Development Division of the Regulatory and Economic Resources Department at <http://new.miamidade.gov/business/business-development.asp>.

I certify that the representations contained in this Subcontractor/Supplier listing are to the best of my knowledge true and accurate.

Signature of Bidder/Respondent \_\_\_\_\_

Print Name \_\_\_\_\_

Print Title \_\_\_\_\_

Date \_\_\_\_\_

**EXHIBIT E**  
Fair Subcontracting Policies

**FAIR SUBCONTRACTING POLICIES**  
**(Section 2-8.8 of the Miami-Dade County Code)**

**FAIR SUBCONTRACTING PRACTICES**

In compliance with Section 2-8.8 of the Miami-Dade County Code, the Proposer submits the following detailed statement of its policies and procedures for awarding subcontracts:

\_\_\_\_\_

I hereby certify that the foregoing information is true, correct and complete.

Signature of Authorized Representative: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

Firm Name: \_\_\_\_\_