

RESOLUTION NO. 2023-

**A RESOLUTION OF THE VILLAGE OF PINECREST,
FLORIDA, AUTHORIZING THE VILLAGE MANAGER
TO ENTER INTO AN AGREEMENT WITH CHOICE
ENGINEERING CONSULTANTS, INC. FOR PLANS
REVIEW CONSULTANT AND SUPPORT SERVICES;
PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, the Florida Department of Transportation conducted a competitive bidding process for the procurement of Plans Review Consultant and Support Services and awarded a bid to Choice Engineering Consultants, Inc.; and

WHEREAS, pursuant to Section 2-287 of the Code of Ordinances, the Village Manager is authorized to execute contracts, as entered into by other governmental authorities, provided that the governmental authority has followed a competitive bidding procedure leading to the award of the bid or contract in question; and

WHEREAS, the Village Manager wishes to enter into a contract with Choice Engineering Consultants, Inc. for Plans Review Consultant and Support Services;

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF PINECREST, FLORIDA, AS FOLLOWS:

Section 1. That the Village Council hereby authorizes the Village Manager, pursuant to Section 2-287 of the Code of Ordinances, to “piggyback” on an existing contract between Florida Department of Transportation and Choice Engineering Consultants, Inc. (Contract/Bid No. 20614), and enter into an agreement with Choice Engineering Consultants, Inc.; for Plans Review Consultant and Support Services.

Section 2. This resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this 11th day of April, 2023.

Joseph M. Corradino, Mayor

Attest:

Priscilla Torres, CMC
Village Clerk

Approved as to Form and Legal Sufficiency:

Mitchell Bierman
Village Attorney



Yocelyn Galiano, ICMA-CM
Village Manager
manager@pinecrest-fl.gov

VILLAGE OF PINECREST
Office of the Village Manager

DATE: April 4, 2023
TO: The Honorable Mayor and Members of the Village Council
FROM: Yocelyn Galiano, ICMA CM, Village Manager
RE: Resolution Authorizing the Village Manager to Enter Into an Agreement with Choice Engineering Consultants, Inc. for Plans Review Consultant and Support Services

The Village would enter into this agreement piggybacking off the competitively bid contract between Choice Engineering Consultants and the Florida Department of Transportation (FDOT). Attached for your consideration, please find the subject FDOT contract. This contract will provide a means for a broad range of services including:

- Review and evaluation of existing field conditions for highway lighting, signing, pavement markings and signalization
- Develop roadway design for minor highway improvement
- Conduct traffic studies
- Perform minor structures analysis including structure capacity for signals mast arms and for multi-post signs
- Develop design plans and packages for traffic operations fast-response projects and related activities

The agreement between the Village and Choice Engineering Consultants will have a "not to exceed" annual limit of \$400,000.

I hereby respectfully recommend the Village Council adopt the attached Resolution authorizing the Village Manager to enter into an agreement with Choice Engineering Consultants, Inc.



STANDARD PROFESSIONAL SERVICES AGREEMENT

Contract No.: CA577

District: District 6

FDOT Financial ID No.(s) 415239-4-32-01

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

N/A

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

F.A.P. No. T.B.A.

THIS AGREEMENT, made and entered into on 9/11/2019 | 10:01 AM EDT, by and between the
STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, an agency of the State of Florida, hereinafter called the
Department and Choice Engineering Consultants, Inc.
(FEID No. F473395906001) of 12855 SW 132nd Street, Suite 200, Miami, Florida 33186

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

The Consultant and the Department mutually agree to abide by the Department's Standard Professional Services
Agreement, Terms, dated June, 2018 which are available as an appendix to this form in the Department's
Professional Services web site or from the Department's Office of Procurement. The Standard Professional Services
Agreement Terms, with the exception of the following non-applicable sections:

N/A

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

1. SERVICES AND PERFORMANCE

- A. The Department does hereby retain the Consultant to furnish certain services as described in Exhibit "A",
attached hereto and made a part hereof, in connection with
Districtwide Plans Review Consultant and Support Services
B. Unless changed by written agreement, the site for inspection of work referenced in Section 1.1 of the Standard
Professional Services Terms, will be 12855 SW 132nd Street, Suite 200, Miami, Florida 33186.

2. TERM

- A. Unless otherwise provided herein or by Supplemental Agreement or Amendment, the provisions of this
Agreement will remain in full force and effect through completion of all services required of the Consultant or a
5 year term from the date of execution of this Agreement, whichever occurs first.
B. Check applicable terms
The scheduled project services to be rendered by the Consultant will commence, subsequent to execution of
this Agreement, on the date specified in the written notice to proceed from the Department's which
notice to proceed will become part of this Agreement. The Consultant will complete scheduled project services
within months of the commencement date specified in the notice to proceed or as modified by
subsequent Amendment or Supplemental Agreement.
The project services to be rendered by the Consultant for each task assignment will commence, upon written
notice from the Department's Project Manager and will be completed within the time period specified in each
task assignment. All services performed under this contract will be completed within 60 months from the date
of this Agreement. The total fee for all accumulated task assignments may not exceed \$1,500,000.00
The scheduled project services to be rendered by the Consultant will commence, subsequent to execution of
this Agreement, on the date specified in the written notice to proceed from the Department's which
notice to proceed will become part of this Agreement. The Consultant will complete scheduled project
services within calendar days following completion of the construction contract(s) with which
consultant services are associated. The anticipated length of the consultant services is months.

STANDARD PROFESSIONAL SERVICES AGREEMENT

3. INSURANCE

The amount of liability insurance to be maintained by the Consultant in accordance with Section 4.B of the **Standard Professional Services Agreement Terms** is \$ 250,000.00.

4. SUBCONTRACTS

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

Alvarez Engineers, Inc., C. H. Perez & Associates Consulting Engineers, Inc., Pevida Highway Designers, LLC., Ribbeck Engineering, Inc., TRACE Consultants, Inc.

5. COMPENSATION

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

6. MISCELLANEOUS

- A. Reference in this Agreement to Director will mean the Director of Transportation Operations.
- B. The services provided herein do do not involve the expenditure of federal funds. In the event federal funds are involved, Section 9 of the **Standard Professional Services Agreement Terms** is incorporated by reference.
- C. The following attachments are hereby incorporated into this Agreement as part hereof as though fully set forth herein.

Page A-1 through Page A-8 : Exhibit "A", Scope of Services

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

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

Choice Engineering Consultants, Inc.

Name of Consultant

DocuSigned by:

BY:

Carlos Francis

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Carlos Francis

(Print/Type)

Title: President

**STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION**

DocuSigned by:

BY:

Rudy Garcia

6B0C509FD98547F...

Rudy Garcia

(Print/Type)

Title: Director of Transportation Operations

9/11/2019 | 10:01 AM EDT

FOR DEPARTMENT USE ONLY

APPROVED

DocuSigned by:

Arturo Delante

9338A77121584EE...

Professional Services Unit

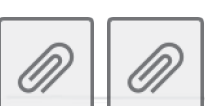
LEGAL REVIEW

DocuSigned by:

Alicia Inujillo

12CAF0E1B1DB4BC...

General Counsel Office



To: Rosalyn.Carcamo@dot.state.fl.us

**FLORIDA DEPARTMENT OF TRANSPORTATION
FUNDS APPROVAL**

CA577

9/4/2019

CONTRACT INFORMATION

Contract:	CA577
Contract Type:	CA - ENGINEERING (ENGINEER)
Method of Procurement:	C - REQUEST FOR PROPOSAL (287.55,F. S.)
Vendor Name:	CHOICE ENGINEERING CONSULTANTS
Vendor ID:	F473395906001
Beginning Date of This Agreement:	09/03/2019
Ending Date of This Agreement:	09/02/2024
Contract Total/Budgetary Ceiling:	bc = \$1,500,000.00
Description:	Districtwide Plans Review Consultant and Support Services

FUNDS APPROVAL INFORMATION

FUNDS APPROVED/REVIEWED FOR ROBIN M. NAITOVE, CPA, COMPTROLLER ON 9/4/2019

Action:	Original
Reviewed or Approved:	APPROVED
Organization Code:	55064030662
Expansion Option:	A4
Object Code:	131512
Amount:	\$400,000.00
Financial Project:	41523943201
Work Activity (FCT):	119
CFDA:	
Fiscal Year:	2020
Budget Entity:	55150200
Category/Category Year:	088866/20
Amendment ID:	O001
Sequence:	00
User Assigned ID:	
Enc Line (6s)/Status:	0001/04

Total Amount: \$400,000.00

STANDARD PROFESSIONAL SERVICES AGREEMENT TERMS

June, 2018

1. SERVICES AND PERFORMANCE

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

In the event that the Consultant and the Department are not able to reach an agreement as to the amount of compensation to be paid to the Consultant for supplemental work desired by the Department, the Consultant will be obligated to proceed with the supplemental work in a timely manner for the amount determined by the Department to be reasonable. In such event, the Consultant will have the right to file a claim with the Department for such additional amounts as the consultant deems reasonable; however, in no event will the filing of the claim or the resolution or litigation thereof through administrative procedures or the courts relieve the Consultant from the obligation to timely perform the supplemental work.

- E. In the event the work covered by this Agreement includes the preparation of construction plans, it is understood that the work may be divided into two or more construction projects by the Director and that, if this is done, the Consultant will supply construction plans for each project.
- F. The Consultant is authorized to use the Department's computer facilities utilizing Department programs required for the performance of the services herein. The Consultant will identify the programs required and submit a written request to the Department's Project Manager for approval.
- G. All design work performed by the Consultant for projects where anticipated construction cost is one million dollars (\$1,000,000) or more will be subject to Value Engineering. The Department further reserves the right to subject projects of lesser construction cost to Value Engineering should the Department deem circumstances are present that warrant such a decision. Value Engineering may be performed at any stage of the design process. Unless specifically identified in the Agreement, the Consultant will not be required to perform the Value Engineering analysis.
- H. The Consultant will not be liable for use by the Department of plans, documents, studies or other data for any purpose other than intended by the terms of this Consultant Agreement.
- I. All tracings, plans, specifications, maps, computer files and/or reports prepared or obtained under this Agreement, as well as all data collected, together with summaries and charts derived therefrom, will be

considered works made for hire and will become the property of the Department upon completion or termination without restriction or limitation on their use and will be made available, upon request, to the Department at any time during the performance of such services and/or upon completion or termination of this Agreement. Upon delivery to the Department of said document(s), the Department will become the custodian thereof in accordance with Chapter 119, Florida Statutes. The Consultant will not copyright any material and products or patent any invention developed under this agreement. The Department will have the right to visit the site for inspection of the work and the products of the Consultant at any time.

2. TERM:

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

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

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

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

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

3. COMPENSATION:

- A. Bills for fees or other compensation for services or expenses will be submitted to the Department in detail sufficient for a proper preaudit and postaudit thereof. The Department will render approval or disapproval of services within five working days of the receipt of a written progress report unless otherwise stated in the Agreement. The progress report will be accompanied by an appropriate invoice.
- B. The bills for any travel expenses, when authorized by terms of this Agreement and by the Department's Project Manager, will be submitted in accordance with Section 112.061, Florida Statutes. In addition, if compensation for travel is authorized under this Agreement and by the Department's Project Manager, then the Department shall not compensate the Consultant for lodging/hotel expenses in excess of \$150.00 per day (excluding taxes and fees). The Consultant may expend their own funds to the extent the lodging/hotel expense exceeds \$150.00 per day. The Department, in its sole discretion and pursuant to its internal policies and procedures, may approve compensation to the Consultant for lodging/hotel expenses in excess of \$150.00 per day.
- C. Records of costs incurred under terms of this Agreement will be maintained and made available upon request to the Department at all times during the period of this Agreement and for three years after final payment for the work pursuant to this Agreement is made. Copies of these documents and records will be furnished to the Department upon request.

- D. Records of costs incurred will include the Consultant's general accounting records and the project records, together with supporting documents and records, of the Consultant and all subconsultants performing work on the project, and all other records of the Consultant and subconsultants considered necessary by the Department for a proper audit of project costs.
- E. The general cost principles and procedures for the negotiation and administration, and the determination or allowance of costs under this Agreement will be as set forth in the Code of Federal Regulations, Titles 23, 48, 49, Rule Chapter 14-75, Florida Administrative Code, and other pertinent Federal and State Regulations, as applicable, with the understanding that there is no conflict between State regulations and Federal regulations in that the more restrictive of the applicable regulations will govern.
- F. The Consultant should be aware of the following time frames. Upon receipt, the Department has five (5) working days to inspect and approve the goods and services, unless the Agreement specifies otherwise. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved.
- G. If a payment is not available within 40 days, a separate interest penalty at a rate established pursuant to Section 215.422, Florida Statutes, will be due and payable, in addition to the invoice amount, to the Consultant. Interest penalties of less than one dollar will not be paid unless the Consultant requests payment. Invoices which have to be returned to a Consultant because of Consultant preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.
- H. A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.
- I. Except for issues arising from contract indemnification provisions, the Department will have the right to retain out of any payment due the Consultant under this Agreement an amount sufficient to satisfy any amount due and owing to the Department by the Consultant on any other Agreement between the Consultant and the Department. The Department may withhold payment on any invoice in the event that the Consultant is in default under any provision of this Agreement or any other Agreement between the Consultant and the Department as of the time of processing the invoice or as of the time payment is made available on the invoice. This right to withhold will continue until such time as the default has been cured, and, upon cure, the Department will have the right to retain an amount equal to the damages suffered as a result of the default.
- J. It is mutually agreed and understood that the following provision will be applicable to this Agreement if the compensation to be paid to the Consultant, whether by lump sum or cost-plus-a-fixed-fee, will exceed the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY FOUR.

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

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

4. INDEMNITY AND INSURANCE:

- A. If the Consultant is an individual or entity licensed by the state of Florida who holds a current certificate of registration under Chapter 481, Florida Statutes, to practice architecture or landscape architecture, under Chapter 472, Florida Statutes, to practice land surveying and mapping, or under Chapter 471, Florida Statutes, to practice engineering, and who enters into a written agreement with the Department relating to the planning, design, construction, administration, study, evaluation, consulting, or other professional and technical support services furnished in connection with any actual or proposed construction improvement, alteration, repair, maintenance, operation, management, relocation, demolition, excavation, or other facility, land, air, water, or utility development or improvement, the Consultant will indemnify and hold harmless the Department, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant and other persons employed or utilized by the Consultant in the performance of the contract.

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

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

5. COMPLIANCE WITH LAWS:

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

- C. The Consultant will comply with all federal, state and local laws and ordinances applicable to the work or payment for work thereof, and will not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the performance of work under this Agreement.
- D. The Consultant warrants that the Consultant has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement, and that he has not paid or agreed to pay any person, company, corporation, individual, or firm any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award or making of this Agreement. It is understood and agreed that the term "fee" shall also include brokerage fee, however denoted. For the breach or violation of this Paragraph, the Department shall have the right to terminate this Agreement without liability, and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.
- E. The Consultant shall comply with Chapter 119, Florida Statutes. Specifically, the Consultant shall:
 - (1) Keep and maintain public records required by the Department to perform the service.
 - (2) Upon request from the Department's custodian of public records, provide the Department with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
 - (3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Consultant does not transfer the records to the Department.
 - (4) Upon completion of the Agreement, transfer, at no cost, to the Department, all public records in possession of the Consultant or keep and maintain public records required by the Department to perform the service. If the Consultant transfers all public records to the Department upon completion of the Agreement, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the Agreement, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Department, upon request from the Department's custodian of public records, in a format that is compatible with the information technology systems of the Department.

Failure by the Consultant to comply with Chapter 119, Florida Statutes, shall be grounds for immediate unilateral cancellation of this Agreement by the Department.

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

District 6
305-470-5435
D6prcustodian@dot.state.fl.us
Florida Department of Transportation
District 6 - Office of General Counsel
1000 NW 111 Avenue
Miami, FL 33172-5800

- F. The Consultant agrees that it will make no statements, press releases or publicity releases concerning this Agreement or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with this Agreement, or any particulars thereof, during the period of the Agreement, without first notifying the Department and securing its consent in writing. The Consultant also agrees that it will not publish, copyright or patent any of the data developed under this Agreement, it being understood that such data or information is the property of the Department.
- G. Consultant covenants and agrees that it and its employees will be bound by the standards of conduct provided in applicable Florida Statutes and applicable rules of the Department of Business and Professional Regulation as they relate to work performed under this Agreement. Consultant further covenants and agrees that when a former state employee is employed by the Consultant, the Consultant will require that strict adherence by the former state employee to Florida Statutes 112.313(9) and 112.3185 is a condition of employment of said former state employee. These statutes will by reference be made a part of this Agreement as though set forth in full. Consultant agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed pursuant to this Agreement.
- H. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- I. The Department will consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. Such violation will be cause for unilateral cancellation of this Agreement, by the Department, if the Consultant knowingly employs unauthorized aliens.
- J. **DISCRIMINATION:** An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.
- K. The Consultant agrees to comply with the Title VI Nondiscrimination Contract Provisions, Appendices A and E, available at <http://www.dot.state.fl.us/procurement/index.shtm>, incorporated herein by reference and made a part of this Agreement.
- L. The contractor/consultant/vendor agrees to comply with section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with section 20.055(5), Florida Statutes.

6. TERMINATION AND DEFAULT

- A. The Department may terminate this Agreement in whole or in part at any time the interest of the Department requires such termination, as follows:
 - (1) If the Department determines that the performance of the Consultant is not satisfactory, the Department may notify the Consultant of the deficiency with the requirement that the deficiency be corrected within a specified time; but not less than 10 days. Otherwise the Agreement will be terminated at the end of such time or thirty (30) days whichever is sooner.
 - (2) If the Department requires termination of the Agreement for reasons other than unsatisfactory performance of the Consultant, the Department will notify the Consultant of such termination, with instructions as to the effective date of work stoppage or specify the stage of work at which the Agreement is to be terminated.

- (3) If the Agreement is terminated before performance is completed, the Consultant will be paid for the work satisfactorily performed. Payment is to be on the basis of substantiated costs, not to exceed an amount which is the same percentage of the contract price as the amount of work satisfactorily completed is a percentage of the total work called for by the Agreement.
- B. The Department reserves the right to cancel and terminate this Agreement in the event the Consultant or any employee or agent of the Consultant is convicted for any crime arising out of or in conjunction with any work being performed by the consultant for or on behalf of the Department, without penalty. It is understood and agreed that in the event of such termination, all tracings, plans specifications, computer files, maps, and data prepared or obtained under this Agreement will immediately be turned over to the Department . The Department reserves the right to terminate or cancel this Agreement in the event the Consultant will be placed in either voluntary or involuntary bankruptcy or an assignment be made for the benefit of creditors. The Department further reserves the right to suspend the qualifications of the Consultant to do business with the Department upon any such conviction.
- C. A Consultant is ineligible to enter into a contract with the Department for goods or services of any amount if, at the time of entering into such contract, the Consultant is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135, Florida Statutes, also prohibits companies from entering into a contract for goods or services of \$1 million or more that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector Lists which were created pursuant to s. 215.473, Florida Statutes. If the Department determines the Consultant submitted a false certification under Section 287.135 of the Florida Statutes, the Department shall either terminate the Contract after it has given the Consultant notice and an opportunity to demonstrate the Department's determination of false certification was in error pursuant to Section 287.135 of the Florida Statutes, or maintain the Contract if the conditions of Section 287.135 of the Florida Statutes are met.

7. ASSIGNMENT AND SUBCONTRACTORS

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

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

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

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

8. MISCELLANEOUS

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

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

The following terms apply to all contracts in which it is indicated in Section 6.B of the Standard Professional Services Agreement that the services involve the expenditure of federal funds: During the performance of this contract, the Consultant, for itself, its assignees and successors in interest agrees as follows:

- A. It is understood and agreed that all rights of the Department relating to inspection, review, approval, patents, copyrights, and audit of the work, tracing, plans, specifications, maps, data, and cost records relating to this Agreement shall also be reserved and held by authorized representatives of the United States of America.
- B. It is understood and agreed that, in order to permit federal participation, no supplemental agreement of any nature may be entered into by the parties hereto with regard to the work to be performed hereunder without the approval of the U.S. Department of Transportation, anything to the contrary in this Agreement notwithstanding.
- C. Compliance with Regulations: The Consultant shall comply with the Regulations 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.
- D. Nondiscrimination: The Consultant, with regard to the work performed during the contract, shall not discriminate on the basis of race, color, national origin, sex, age, disability, religion or family status in the

selection and retention of subcontractors, including procurements of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

- E. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations made by the Consultant, either by competitive bidding or negotiation for work to be performed under a subcontract, including procurements of materials and leases of equipment, each potential subcontractor or supplier shall be notified by the Consultant of the Consultant's obligations under this contract and the Regulations relative to nondiscrimination on the basis of race, color, national origin, sex, age, disability, religion or family status.
- F. **Information and Reports:** The Consultant will provide all information and reports required by the Regulations, or directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or Federal Motor Carrier Safety Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administrations appropriate, and shall set forth what efforts it has made to obtain the information.
- G. **Sanctions for Noncompliance:** In the event of the Consultant's noncompliance with the nondiscrimination provisions of this contract, the Florida Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or Federal Motor Carrier Safety Administration may determine to be appropriate, including, but not limited to,
- (1) withholding of payments to the Consultant under the contract until the Consultant complies and/or
 - (2) cancellation, termination or suspension of the contract, in whole or in part.
- H. **Incorporation or Provisions:** The Consultant will include the provisions of Paragraph C through I in every subcontract, including procurements of materials and leases of equipment unless exempt by the Regulations, or directives issued pursuant thereto. The Consultant will take such action with respect to any subcontract or procurement as the Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration may direct as a means of enforcing such provisions, including sanctions for noncompliance. In the event a Consultant becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Consultant may request the Florida Department of Transportation to enter into such litigation to protect the interests of the Florida Department of Transportation, and, in addition, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.
- I. **Compliance with Nondiscrimination Statutes and Authorities:** Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21; The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects); Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex); Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27; The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age); Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex); The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not); Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -- 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38; The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex); Executive

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

- J. Interest of Members of Congress: No member of or delegate to the Congress of the United States will be admitted to any share or part of this contract or to any benefit arising therefrom.
- K. Interest of Public Officials: No member, officer, or employee of the public body or of a local public body during his tenure or for one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof. For purposes of this provision, public body shall include municipalities and other political subdivisions of States; and public corporations, boards, and commissions established under the laws of any State.
- L. Participation by Disadvantaged Business Enterprises: The Consultant shall agree to abide by the following statement from 49 CFR 26.13(b). This statements shall be included in all subsequent agreements between the Consultant and any subconsultant or contractor.

The Consultant, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the Consultant to carry out these requirements is a material breach of this contract, which may result in termination of this contract or other such remedy as the recipient deems appropriate.

- M. It is mutually understood and agreed that the willful falsification, distortion or misrepresentation with respect to any facts related to the project(s) described in this Agreement is a violation of the Federal Law. Accordingly, United States Code, Title 18, Section 1020, is hereby incorporated by reference and made a part of this Agreement.
- N. It is understood and agreed that if the Consultant at any time learns that the certification it provided the Department in compliance with 49 CFR, Section 26.51, was erroneous when submitted or has become erroneous by reason of changed circumstances, the Consultant shall provide immediate written notice to the Department. It is further agreed that the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction" as set forth in 49 CFR, Section 29.510, shall be included by the Consultant in all lower tier covered transactions and in all aforementioned federal regulation.
- O. The Department hereby certifies that neither the consultant nor the consultant's representative has been required by the Department, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this contract, to
 - (1) employ or retain, or agree to employ or retain, any firm or person, or
 - (2) pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind;

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

- P. The Consultant hereby certifies that it has not:
 - (1) employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for the above contractor) to solicit or secure this contract;

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

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

DISTRICTWIDE PLANS REVIEW CONSULTANT & SUPPORT
SERVICES

SCOPE OF SERVICES

Financial Management No. **415239-4-32-01**

EXHIBIT A

A. OBJECTIVE

The Department desires to obtain assistance from the Consultant for performance of miscellaneous engineering services of a minor nature involving traffic operations including, but not limited to: (1) review maintenance of traffic plans, signing and marking plans, signalization plans, scoping reports, traffic study reports, safety study reports, PD&E studies, permit packages, (2) review and evaluate existing field conditions for highway lighting, signing (including overhead signing), pavement markings, and signalization (3) develop roadway design for minor highway improvement, (4) conduct traffic studies (5) perform minor structures analysis including structure capacity for signals mast arms and for multi-post signs, (6) perform construction final acceptance inspections, (7) develop design plans and packages for traffic operations fast-response projects and related activities, (8) complete miscellaneous activities to support the District Traffic Operations office such as traffic operations studies, coordination with municipalities and other agencies, and preparation of packages for construction pushbutton and design bid-build contracts.

B. SERVICES

The Consultant shall provide anyone or more of the following engineering services or elements contained therein, as required by the Department:

Major Services:

- All necessary engineering, research and coordination required for reviewing maintenance of traffic plans, signalization plans, and signing and pavement marking plans, and ensure the plans conform to current FDOT, AASHTO Standards, Standard Specifications for Road and Bridge Construction, Roadway and Traffic Design Standards, FDOT Drainage Manual, MUTCD, FDOT Plans Preparation Manual, FDOT Traffic Engineering Manual, and the desires of the Department as made known to the Consultant.

- All necessary engineering, research and coordination required for reviewing scoping reports, traffic studies, safety studies, PD&E reports, signing and pavement marking master plans, and permit packages.
- Make such reviews, attend such meetings and make such contacts as are necessary for proper review and/or preparation of plans and special provisions. Attend plans phase review meetings and any other meetings as required by the Department.

Minor services:

- Prepare preliminary (conceptual) design plans, as required by the Department to adequately control, coordinate and approve the design, and develop cost estimates based on conceptual designs.
- Prepare traffic operations studies that will identify and evaluate/analyze problems, and recommend appropriate solutions based on analysis of the cost effectiveness of the recommended improvements. All reports/studies are to be signed and sealed by a professional engineer registered in Florida whose area of specialty is traffic engineering.
- Perform public involvement activities as required by the Department. Public involvement includes communicating to all interested persons, groups, and government organizations information regarding the development of the project. The CONSULTANT shall provide to the DEPARTMENT drafts of all Public Involvement documents (i.e., newsletters, property owner letters, advertisements, etc.) associated with any tasks for review and approval at least five (5) business days prior to printing and / or distribution.
- Complete construction plans for each minor design project assigned under this agreement. Plans shall include, as appropriate, minor roadway design, intersections and highway improvements, maintenance of traffic, utility

relocation, minor structures, sign support structures and details, drainage facilities, roadway lighting, signalization, signing and pavement markings and incidental items. All plans are to be in accordance with AASHTO Standard, FDOT Standard and Specifications, and the desires of the Department, as made known to the Consultant. Plans shall be legible, complete in design, drawn to scale as directed by the Department, furnished in reproducible form and be suitable for bidding purposes.

- Perform structural analysis for signal mast arms, and evaluates structural capacity according to FDOT guidelines using resources available from FDOT and approved by the FDOT design/structures section. Evaluate structural supports for highway signs and luminaries. The Consultant will be fully responsible for the Quality Control and accuracy of all data, items as well as positional accuracy.
- The consultant shall serve as an expert witness in the legal proceedings related to these minor projects if required by the Department. The fee for these services shall be established if and when they are needed.
- Coordinate with the necessary FDOT office to obtain all available roadway plans, bridge plans, right-of-way maps and other available information pertinent to the project.

C. DEPARTMENT RESPONSIBILITIES

1. The DEPARTMENT will provide a Project Manager who shall be responsible for: the day-to-day management of this contract, all coordination with the CONSULTANT pertaining to the development and execution of all task work orders of this contract, defining the specific work to be performed and scheduling for completion of such work, agreeing on the CONSULTANT staffing and availability (including substitutions from the

available staffing list provided), and processing the CONSULTANT invoices for payment.

2. The DEPARTMENT shall provide, prior to the initiation of any work on any of the tasks defined in this exhibit, a specific task work order for the task defining the work to be accomplished and the total reimbursement due the CONSULTANT.
3. The DEPARTMENT shall furnish, without charge, the following services and data to the CONSULTANT for the performance of the requested services:
 - All DEPARTMENT Policies, Procedures, Standards, and other information applicable to the services.
 - All specifications, schedules, reports, and other information prepared by or for the DEPARTMENT by others which are available to the DEPARTMENT and which the DEPARTMENT considers pertinent to the CONSULTANT's responsibilities described herein.
4. The DEPARTMENT will arrange for use of the DEPARTMENT's mainframe system, subject to normal security procedures.

D. CONSULTANT RESPONSIBILITIES

1. The CONSULTANT shall provide a Project Manager (CPM) who is acceptable to the Department and who will be the primary point of contact for the CONSULTANT for scope, schedule, manpower coordination, negotiation of staff-hours, and completion of all work orders. The Project Manager (CPM) shall meet with the DEPARTMENT Project Manager on a regular basis and shall provide monthly progress reports by task work order. These progress reports shall be the basis for evaluation and processing of invoices for payment.

2. The CONSULTANT shall provide sufficient staff, either the specific staff person requested or acceptable staff at defined levels of expertise as agreed to by the DEPARTMENT Project Manager, in a timely manner to complete all assigned work within the Task Work Order schedule. If, at any time, the DEPARTMENT Project Manager determines that the number or expertise of particular staff assigned to a specific task is inadequate, the Project Manager shall coordinate with the CONSULTANT Project Manager to remedy the situation so as to ensure the timely completion of the work.
3. While it is expected that the CONSULTANT shall seek and receive advice from various state, regional, and local agencies, the final direction on all matters of this project remain with the DEPARTMENT Project Manager.
4. Copies of all written correspondence between the CONSULTANT and any party pertaining specifically to this contract shall be provided to the DEPARTMENT for their records within one (1) week of the receipt or mailing of said correspondence.
5. The CONSULTANT shall have a Registered Professional Engineer in the State of Florida sign and seal all reports, documents, and plans as required by DEPARTMENT' s standards. The CONSULTANT shall hold advanced MOT certification.

E. QUALITY ASSURANCE/QUALITY CONTROL

1. It is the intention of the DEPARTMENT that CONSULTANTS are held responsible for their work. 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 this contract.
2. The CONSULTANT shall provide a Quality Assurance/Control Plan that describes the procedures to be utilized to verify, independently check, and review all maps, design drawings, specifications, and other documentation

and services prepared as a part of the contract. The CONSULTANT shall describe how the checking and review processes are to be documented to verify that the required procedures were followed. The names of the CONSULTANT staff that will perform the quality control reviews shall be included in the Quality Control Plan. The Quality Control reviewer shall be a Florida Registered Professional Engineer. The Quality Assurance/Control Plan may be one utilized by the CONSULTANT as part of their normal operation or it may be one specifically designed for this project. The CONSULTANT shall submit a Quality Assurance/Control Plan for approval within 10 (ten) calendar days of the written Notice to Proceed. Unless specifically waived, no payment shall be made until the CONSULTANT' s Quality Assurance/Control Plan is approved by the Department. Significant changes to the work requirement may require the CONSULTANT to revise the Quality Assurance/Control Plan. It shall be the responsibility of the CONSULTANT to keep the plan current with the work requirements. The CONSULTANT shall, without additional compensation, correct all errors or deficiencies in the designs, maps, drawings, specifications and/or other services.

3. The CONSULTANT shall maintain adequate records of the quality control actions performed by the CONSULTANT team, (including sub-contractors and vendors), in providing services and products under this Contract. All records shall indicate the nature and number of observations made, the number and types of deficiencies found, and the actions taken. These records shall be available to the Department, upon request, during the contract term. All records are subject to audit review.

F. COMPUTER AUTOMATION

The design or conceptual design projects will be developed utilizing Computer Aided Drafting and Design (CADD) systems. The DEPARTMENT makes available

software to help assure quality and conformance with policy and procedures regarding CADD. It is the responsibility of the CONSULTANT to meet the requirements in the DEPARTMENT' s CADD Manual. The CONSULTANT will submit final documents and files as described therein.

G. METHOD OF COMPENSATION Payment for the work accomplished will be in accordance with Exhibit B of this contract. The CONSULTANT shall meet with the DEPARTMENT as required and shall provide a written progress and schedule status reports that describe the work performed on each task. Progress and schedule status reports shall be delivered to the DEPARTMENT concurrently with the monthly invoice. The Project Manager will make judgment on whether work of sufficient quality and quantity has been accomplished by comparing the reported percent completed against actual work accomplished.

Payments will not be made that exceed the percentage of work for any events until those events have actually occurred and the results are acceptable to the DEPARTMENT.

EXHIBIT "B"

METHOD OF COMPENSATION

1.0 PURPOSE

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

2.0 COMPENSATION

For satisfactory completion of services authorized under this Agreement, the Department will pay the Consultant a Total Maximum Limiting Amount not to exceed \$1,500,000.00. This is a Districtwide miscellaneous task assignment type agreement. The Department will furnish the Consultant a task work order specifying the services to be performed and the fees to be paid for each project assigned under this agreement. Compensation for individual assignments will not exceed \$300,000.00. Total contract fees for this Agreement are subject to applicable contract limits established in Rule Chapter 14-75, Florida Administrative Code. The Department will confirm funds availability prior to issuing a task work order to the Consultant.

The Department shall request Consultant services on an as-needed basis. There is no guarantee that any or all of the services described in Exhibit "A" of this Agreement will be assigned during the term of this Agreement. Further, the Consultant is providing these services on a non-exclusive basis. The Department may, at its option, elect to have any of the services set forth herein performed by other consultants or Department staff.

The total amount of this agreement is expected to be funded by multiple appropriations. The State of Florida's performance and obligation to pay under this contract is contingent upon appropriation by the Legislature. Currently \$400,000.00 of the total amount has been approved. Therefore, it is agreed that the Consultant will not be obligated to perform services nor incur costs which would result in exceeding the funding currently approved, nor will the Department be obligated to reimburse the Consultant for costs or make fee payments in excess of currently established funding. The Department will provide written authorization if and when subsequent appropriations are approved and encumbered for this contract, or when funding authorization decreases occur.

At the Department's option, additional financial project numbers and associated funding may be added and authorized by task work order execution contingent upon legislative appropriation and budget approval and subject to contractual limits.

It shall be the responsibility of the CONSULTANT to ensure at all times that sufficient funding remains within the amount established for each assignment to complete authorized services. Changes to the amounts established for each work order shall require an amendment to the work order.

2.1 Summary of Compensation

Fees for each task work order will be negotiated either as a lump sum amount (fixed price), a limiting amount (cost reimbursement), or as a combination lump sum and limiting amount. Where lump sum amounts are established, fees will be negotiated in accordance with Section 2.2. Where limiting amount fees are established, compensation will be in accordance with Section 2.2. Compensation for direct expense costs may be included in task work order fees, in accordance with Section 2.2.

This Agreement does not involve the purchase of Tangible Personal Property, as defined in Section 273.02 Florida Statutes.

2.2 Details of Compensation

Lump Sum Elements

For task work order compensation elements established as lump sum, the Department may compensate the Consultant in accordance with one or more of the following methods of payment:

LS1- At Completion of Task

(LS-1) The Consultant will receive payment upon completion and acceptance by the Department of the subject task required under this agreement.

LS-2- % of Completion of Services

(LS-2) The Consultant will receive progress payments for services based on the percentage of services that have been completed and accepted by the Department during the billing period.

LS-6- Defined Unit Amount per Invoice, Balance at End

(LS-6) The Consultant will receive progress payments for services at the defined unit rate provided in Table 6. Any balance remaining upon completion and approval of services will be due at that time.

Limiting Amount/Cost Reimbursable Elements

For task work order compensation elements established as limiting amounts, the Department will compensate the Consultant, subject to the total established limiting amount, for all reasonable, allocable and allowable costs incurred in the categories defined below. The reasonableness, allocability and allowability of compensation sought under this agreement is expressly made subject to the terms of this Agreement; Federal Acquisition

Regulations; Office of Management and Budget Circulars A-21, A-87, A-102, A-110; and any pertinent Federal and State Law.

Loaded Labor Rates- (LA-4)

Subject to the established limiting amount, the Consultant will be compensated for these services based on the rates provided in Table 6 of Section 5.0. No additional multipliers will be applied to these rates. Payment for such services will be based on approved time incurred during the billing period. Labor rates established for the following consultants are inclusive of wages, administrative overhead and fringe benefits, Facilities Capital Cost of Money (FCCM) where applicable, direct expense rate, and Operating Margin plus Contract Duration Adjustment Factor.

Choice Engineering Consultants, Inc., Alvarez Engineers, Inc., C.H. Perez & Associates Consulting Engineers, Inc., Pevida Highway Designers, LLC., Ribbeck Engineering, Inc., TRACE Consultants, Inc.

3.0 INVOICING PROCEDURE

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

Invoices for this agreement will be prepared by the Consultant and submitted through the Department's web-enabled Consultant Invoice Transmittal System (CITS) Internet application.

The invoices will be supported by such information as may be required by Department procedures to substantiate the charges being invoiced. The Consultant will maintain for this purpose a job cost accounting system that is acceptable to the Department.

If requested by the Department, the final invoice for this agreement will be accompanied by a certified job cost summary report generated by the Consultant's accounting system. The report will include at a minimum the total number of hours and salary cost actually charged to the project, the total miscellaneous direct expense, and total sub-consultant cost charged to the project.

The Consultant will report sub-consultant payments through the Department's Equal Opportunity 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. The Consultant will pay all sub-consultants their proportionate share of payments received from the Department within thirty days of the Consultant's receipt of payment from the Department.

The Department will render a decision on the acceptability of services within 5 working days of receipt of either the services, invoice, or progress report, whichever

is later. The Department reserves the right to withhold payments for work not completed, or work completed unsatisfactorily, or work that is deemed inadequate or untimely by the Department. Any payment withheld will be released and paid to the Consultant promptly when work is subsequently performed.

3.1 Project Cost Accounting

The Department has established a Cost Redistribution Application (automated process) for the purpose of breaking out and capturing project costs associated with District-wide miscellaneous minor professional services and General Consultant task assignment contracts. This District wide miscellaneous minor professional services contract been selected for project costing using the Cost Redistribution Application. The Consultant will be assigned work by means of Task Work Orders. Task Work Orders may initially be associated to a single general (non-specific) financial project identification number for billing purposes in CITS (Consultant Invoice Transmittal System). It will be the consultant's responsibility to maintain a job cost accounting system that will capture detailed project cost information associated with each assigned Task Work Order. The Consultant and its subconsultants shall have staff performing work on this contract charge their time to the nearest quarter hour to each specific project on which services are to be performed. The Department shall provide the Consultant and its subconsultants the eleven-digit project identification number to be assigned to each specific project for purposes of capturing time and costs. At any given time, there may be multiple specific projects against which the Consultant and its subconsultants will be charging time on a single Task Work Order. At the time of submittal of each invoice in CITS, the Consultant will submit a Project Cost Redistribution spreadsheet that provides a breakdown of the invoice costs into the associated detailed project specific numbers where services were performed and costs were incurred. The spreadsheet must conform to and be submitted in a pre-defined format. The spreadsheet will contain the following key data fields: Consultant Contact E-mail address; Contract Number; DOT Invoice Number; "From" Project Number (the general project identification number); "To" Project Number (the project specific financial identification number); the dollar amount to be redistributed; and the total amount for the spreadsheet. The spreadsheet template and directions for preparing the spreadsheet can be downloaded from the Department's Office of Comptroller website, at the following web address: <http://www.fdot.gov/comptroller/pcr.htm>. Once the invoice has been submitted electronically in CITS by the Consultant, the consultant must separately, outside of CITS, e-mail the Project Cost Redistribution spreadsheet as an attachment file to the following Department e-mail address: PCRLOAD@dot.state.fl.us

The subject line for the e-mail should conform to the format 'FDOT.PCR.FILE CCCCCNNNN' where CCCCC corresponds to the FDOT contract number and NNNN corresponds to the FDOT invoice number. A

Project Cost Redistribution spreadsheet should be submitted to PCRLOAD every time an invoice is submitted through CITS. After an initial validation, the Cost Redistribution Application will transfer the data contained in the Project Cost Redistribution spreadsheet to data sets on the Department's mainframe computer. The redistribution information will be processed and used to assess project costs for District-wide and General Consultant contracts. Project Cost Redistribution spreadsheets not timely submitted will be identified on a District Error Report. Failure to timely submit Project Cost Redistribution spreadsheets may constitute grounds for rejection of subsequent invoices submitted through CITS.

4.0 PROJECT CLOSEOUT

4.1 Final Audit

If requested, the Consultant will permit the Department to perform an audit of the records of the Consultant and any or all sub-consultants to support the compensation paid the Consultant. The audit will be performed as soon as practical after completion and acceptance of the contracted services. In the event funds paid to the Consultant under this Agreement are subsequently properly disallowed by the Department because of accounting errors or charges not in conformity with this Agreement, the Consultant agrees that such disallowed amounts are due to the Department upon demand. Further, the Department will have the right to deduct, from any payment due the Consultant under any other contract, any amount due the Department.

4.2 Certificate of Completion

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

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

5.0 COMPENSATION RATES

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

Table 6 – Loaded Labor Rates

METHOD OF COMPENSATION TABLES

Table 6 - Unit Rates

***No multipliers will be added to the following rates.**

Consultant	Item	Unit	Rate
Choice Engineering Consultants, Inc	Engineer 1	HOUR	\$ 167.27
	Engineer 2	HOUR	\$ 225.59
	Engineering Intern	HOUR	\$ 110.29
	Engineering Technician	HOUR	\$ 81.15
	Project Manager 3	HOUR	\$ 255.61
	Senior Designer	HOUR	\$ 155.80
	Senior Engineering Technician	HOUR	\$ 97.80
Alvarez Engineers, Inc.	Chief Engineer 2	HOUR	\$ 206.83
	Engineer 2	HOUR	\$ 143.51
	Engineering Intern	HOUR	\$ 70.44
	Engineering Technician	HOUR	\$ 80.43
	Senior Designer	HOUR	\$ 102.24
	Senior Engineer 1	HOUR	\$ 115.39
	Senior Engineering Technician	HOUR	\$ 86.21
C. H. Perez & Associates Consulting Engineers, Inc.	Engineer 1	HOUR	\$ 131.29
	Engineering Intern	HOUR	\$ 104.88
	Engineering Technician	HOUR	\$ 57.44
	Project Manager 1	HOUR	\$ 164.11
	Project Manager 2	HOUR	\$ 185.00
	Project Manager 3	HOUR	\$ 185.00
	Senior Designer	HOUR	\$ 111.89
	Senior Engineer 1	HOUR	\$ 139.64
	Senior Engineer 2	HOUR	\$ 146.21
	SUR Party Chief	HOUR	\$ 70.12
	SUR Senior Surveyor	HOUR	\$ 160.38
	SUR Survey Technician 2 (Junior)	HOUR	\$ 58.93
	SUR Survey/GIS/SUE Analyst 2 (Junior)	HOUR	\$ 60.81
	SUR Survey/GIS/SUE Analyst 3 (Senior)	HOUR	\$ 97.57
SUR Surveyor	HOUR	\$ 104.43	
Pevida Highway Designers, LLC.	Chief Engineer 1	HOUR	\$ 234.40
	Engineer 1	HOUR	\$ 173.10
	Engineer 2	HOUR	\$ 230.80
	Principal Engineer	HOUR	\$ 266.87
	Senior Electrical Engineer	HOUR	\$ 230.80
	Senior Engineer 1	HOUR	\$ 235.48
Ribbeck Engineering, Inc.	Chief Engineer 1	HOUR	\$ 219.98
	Engineer 2	HOUR	\$ 208.98
	Engineering Intern	HOUR	\$ 116.27
	Senior Designer	HOUR	\$ 102.13
	Senior Engineer 1	HOUR	\$ 204.26
	Senior Engineer 2	HOUR	\$ 213.69
	Senior Engineering Technician	HOUR	\$ 109.99
TRACE Consultants, Inc.	Engineer 1	HOUR	\$ 133.33
	Engineer 2	HOUR	\$ 155.57
	Engineering Intern	HOUR	\$ 77.56
	Senior Engineer 1	HOUR	\$ 234.69

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
CONTRACT ATTESTATION

I confirm that this contract or purchase order contains or complies with all of the following requirements:

- A statement of work;
- Quantifiable and measurable deliverables;
- Performance measures;
- Financial consequences for non-performance;
- Terms and conditions which protect the interest of the state;
- All requirements of law have been met regarding the contract;
- Documentation in the contract file that is sufficient to support the contract and the attestation (examples: business case; directive to establish contract; subject research and analysis, etc.);
- If the contract is established by way of a competitive solicitation as identified in section 287.057(1), Florida Statutes, the costs of the contract are the most advantageous to the state or offer the best value.

Required for any contract or purchase order which meets all of the following criteria:

- Funded by the state or federal government.
- Results in anticipated expenditures of \$1 million dollars or more during the term of the contract.
- Procured in accordance with Chapter 287, Florida Statutes.

Execution of the contract attestation is required for Governor's agencies. Once executed, the signed attestation shall become part of the contract/procurement file.

Contract, Purchase Order or Solicitation Number: 20614

Legal Review: DocuSigned by:
Alicia Inujillo
12CAF0E1B1DB4BC...

Date: 9/9/2019 | 2:05 PM EDT

All contracts \$1M and above require District Secretary or Assistant Secretary's signature.

District Secretary or Assistant Secretary: James Wolfe

Signature of District Secretary or Assistant Secretary: DocuSigned by:
James Wolfe
644C4904047E45A...

Date: 9/11/2019 | 9:34 AM EDT

Approval from the Secretary of the Department of Transportation must be obtained for contracts \$5 million and above:

CO Procurement Manager Review Signature: _____

Date: _____

Agency Head Signature: _____

Date: _____

ATTESTATION CHECKLIST**Authority: Department of Management Services State Purchasing Memorandum No. 01 (2013-2014)****Form Instructions:**

The "Attestation Checklist" shall be completed for all contracts or purchase orders that meet all of the following criteria:

- Funded by the state or federal government.
- Results in anticipated expenditures of \$1 million dollars or more during the term of the contract.
- Procured in accordance with Chapter 287, Florida Statutes.

Process for all Contracts/Purchase Orders with anticipated expenditures of \$1 million and more:

1. Contract/Project Managers must ensure that the agreement includes provisions for statement of work, deliverables, performance measures, and financial consequences before project advertisement, since these provisions must be in the executed agreement. Immediately after the project is awarded/selected, at the time of obtaining the encumbrance, the Contract/Project Manager shall complete the Attestation Checklist Form No. 375-040-34 and forward to their Central or District Procurement Office, as applicable.
2. Procurement shall separately send the agreement to the vendor for signature, using the Department's approved electronic signature application. Procurement will separately submit to their respective Legal Office the following documents for their review: a) an unexecuted copy of the agreement, b) the Attestation Checklist, and c) the Contract Attestation Form.
3. Once Legal concurrence is obtained (review signature), an unexecuted copy of the agreement, the Attestation Checklist, and the Contract Attestation Form will be submitted to the District Secretary. The District Secretary's signature is required on the Contract Attestation Form. Execution of the attestation cannot be delegated to Director level. In the absence of the District Secretary, the Attestation Form will need to be routed to Central Office Procurement for signature by the Secretary, Chief of Staff, or an Assistant Secretary.
4. The Legal office and the District Secretary shall sign the Contract Attestation Form. The District Secretary's signature on the contract is not required. The process for contract signature routing should follow standard signature routing practices.
5. The District Secretary's Office shall return the signed Contract Attestation Form and the Attestation Checklist to the Procurement Office.

Final step if Contract/Purchase Order has anticipated expenditures of \$1 million and more but less than \$5 million:

1. Procurement shall distribute a copy of the Contract Attestation Form to the Contract/Project Manager. Procurement will also retain a copy of the Attestation Checklist Form and the signed Contract Attestation Form for the Procurement contract file.

Final steps if Contract/Purchase Order has anticipated expenditures of \$5 million or More:

1. Once Legal concurrence and District Secretary concurrence is obtained (review signature), an unexecuted copy of the contract, the Attestation Checklist, and the Contract Attestation Form should be routed to Central Office Procurement, using the Department's approved electronic signature application. After Central Office Procurement Manager review, the Secretary of Transportation's signature will be required for the Contract Attestation Form.
2. Execution of the attestation may not be delegated or transferred for contracts or purchase orders of \$5 million or more, except for instances of delegation of authority to executive agency staff in the absence of the agency head.
3. District Procurement will retain a copy of the Attestation Checklist Form and the signed Contract Attestation Form for the Procurement contract file.

ATTESTATION CHECKLIST REQUIREMENTS
CONTRACT #: 20614

I confirm to the best of my knowledge that this contract or purchase order contains or complies with all of the following requirements:

Check off to indicate compliance:

- A statement of work;
- Quantifiable and measurable deliverables;
- Performance measures;
- Financial consequences for non performance;
- Terms and conditions that protect the interests of the state;
- All requirements of law have been met regarding the contract;
- Documentation in the contract file that is sufficient to support the contract and the attestation;
- If the contract is established by way of a competitive solicitation as identified in s. 287.057(1), the cost of the contract is the most advantageous to the state or offers the best value, or if established by way of competitive solicitation as identified in s. 287.055 for acquisition of professional services contracts, the cost of the contract is fair, competitive, and reasonable.

SCOPE OF SERVICES:

The contract Scope of Service requirements are found in Exhibit A.

CONTRACT DELIVERABLES:

A deliverable is a quantifiable, measurable, and verifiable unit of service that the vendor is required to satisfactorily perform in order for payment to be approved.

Deliverables should:

- Be used to measure the provider's progress;
- Be directly related to the scope of work;
- Be specific, quantifiable, measurable and verifiable;
- Be a necessary part of the provider's performance;
- Be identified in the agreement along with a description of what constitutes successful performance of the services;
- Include minimum performance standards.

Contract Deliverables Provide summary/rolled up contract deliverables (2- 3 sentences) explaining in plain language what the deliverables are for the contract. Also reference the section and page number where deliverables are detailed within the contract document. If you need assistance, please click [here](#) for deliverable guidance.

Deliverables are referenced in pages A-1 through A-8, of Exhibit "A" Scope of Services. The contract deliverables shall include, but not be limited to:

Major tasks which consist in reviewing roadway design plans received from the Department's Electronic Review Comments application with a short duration or due dates going from two (2) to twenty (20) days.

Minor tasks which consist in developing traffic operation design plans requiring an average of sixty (60) to one-hundred-twenty (120) days of production schedule.

Miscellaneous tasks which consist in anything else from performing structural analysis for signal mast arms to conducting construction final inspections with an average schedule going from three (3) to thirty (30) days.

PERFORMANCE MEASURES:

Describe the required level of services with a description of what constitutes successful performance of the services;

List Contract Performance Measures on lines below or reference the section and page number where the information is found in the contract document: (If you need assistance, please click [here](#) for example performance measures.)

Performance evaluations will be made in accordance with the Professional Services Consultant Work Performance Evaluation Procedure No. 375-030-007 as referenced in Section 7B of the Standard Professional Services Agreement Terms, Form No. 375-030-12

FINANCIAL CONSEQUENCES:

Financial Consequences that must be applied in the event that the provider (vendor) fails to perform in accordance with the agreement (Section 287.058 (1)(h), F.S.).

Reference the section and page number where the financial consequences information is found in the contract document: (If you need assistance, please click [here](#) for example financial consequences).

Financial Consequences for unsatisfactory performance are provided in FDOT Procedure No. 375-020-10 for Errors, Omissions, and Contractual Breaches by Professional Engineers on Department Contracts as referenced in Standard Professional Services Agreement Terms, Form No. 375-030-12.

Contract, Purchase Order, or Solicitation Number: 20614

Contract is \$1M and more but less than \$5M

Contract is \$5M or more

Contract Manager/
Project Manager Name:

Jacques Defrant

Signature of Contract Manager/
Project Manager:



2018 FLORIDA PROFIT CORPORATION ANNUAL REPORT

DOCUMENT# P15000022359

Entity Name: CHOICE ENGINEERING CONSULTANTS, INC.

Current Principal Place of Business:

12855 SW 132ND STREET
200
MIAMI, FL 33186

Current Mailing Address:

12855 SW 132ND STREET
200
MIAMI, FL 33186 US

FEI Number: 47-3395906

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

FRANCIS, CARLOS
8960 SW 120TH STREET
MIAMI, FL 33176 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE:

Electronic Signature of Registered Agent

Date

Officer/Director Detail :

Title	P	Title	VP
Name	FRANCIS, CARLOS	Name	AGUILAR, RAFAEL S
Address	8960 SW 120TH STREET	Address	16034 SW 44 LANE
City-State-Zip:	MIAMI FL 33176	City-State-Zip:	MIAMI FL 33185

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: CARLOS FRANCIS

VP

01/16/2018

Electronic Signature of Signing Officer/Director Detail

Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/05/2019

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

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

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COVERAGES **CERTIFICATE NUMBER: 02** **REVISION NUMBER: N/A**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		01000392900-3	5/31/2019	05/31/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ \$
D	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			03898904-3	8/24/2019	8/24/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 300,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	UB-0N814440-19-42-V	5/31/2019	5/31/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
C	Professional Liability			121-AE0003995-00	5/06/2019	5/06/2020	Each Claim \$1,000,000 Aggregate Limit \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Contract Number: CA577
 FDOT Project Number: 415239-4-32-01
 Contract Description: Districtwide Plans Review Consultant and Support Services
 Cancellation Policy Provisions -- 10 days for nonpayment of premium, 30 days written notice if cancelled for any other reason.

CERTIFICATE HOLDER Florida Department of Transportation 1000 NW 111th Avenue Miami, FL 33172	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	--

2018 FLORIDA PROFIT CORPORATION ANNUAL REPORT

DOCUMENT# P15000022359

Entity Name: CHOICE ENGINEERING CONSULTANTS, INC.

Current Principal Place of Business:

12855 SW 132ND STREET
200
MIAMI, FL 33186

Current Mailing Address:

12855 SW 132ND STREET
200
MIAMI, FL 33186 US

FEI Number: 47-3395906

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

FRANCIS, CARLOS
8960 SW 120TH STREET
MIAMI, FL 33176 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE:

Electronic Signature of Registered Agent

Date

Officer/Director Detail :

Title	P	Title	VP
Name	FRANCIS, CARLOS	Name	AGUILAR, RAFAEL S
Address	8960 SW 120TH STREET	Address	16034 SW 44 LANE
City-State-Zip:	MIAMI FL 33176	City-State-Zip:	MIAMI FL 33185

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: CARLOS FRANCIS

VP

01/16/2018

Electronic Signature of Signing Officer/Director Detail

Date



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DATE (MM/DD/YYYY)
09/05/2019

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS														
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		01000392900-3	5/31/2019	05/31/2020	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>EACH OCCURRENCE</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td style="text-align: right;">\$ 100,000</td></tr> <tr><td>MED EXP (Any one person)</td><td style="text-align: right;">\$</td></tr> <tr><td>PERSONAL & ADV INJURY</td><td style="text-align: right;">\$</td></tr> <tr><td>GENERAL AGGREGATE</td><td style="text-align: right;">\$ 2,000,000</td></tr> <tr><td>PRODUCTS - COMP/OP AGG</td><td style="text-align: right;">\$</td></tr> <tr><td></td><td style="text-align: right;">\$</td></tr> </table>	EACH OCCURRENCE	\$ 1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000	MED EXP (Any one person)	\$	PERSONAL & ADV INJURY	\$	GENERAL AGGREGATE	\$ 2,000,000	PRODUCTS - COMP/OP AGG	\$		\$
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	\$																				
D	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY			03898904-3	8/24/2019	8/24/2020	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td style="text-align: right;">\$ 300,000</td></tr> <tr><td>BODILY INJURY (Per person)</td><td style="text-align: right;">\$</td></tr> <tr><td>BODILY INJURY (Per accident)</td><td style="text-align: right;">\$</td></tr> <tr><td>PROPERTY DAMAGE (Per accident)</td><td style="text-align: right;">\$</td></tr> <tr><td></td><td style="text-align: right;">\$</td></tr> </table>	COMBINED SINGLE LIMIT (Ea accident)	\$ 300,000	BODILY INJURY (Per person)	\$	BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE (Per accident)	\$		\$				
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	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>EACH OCCURRENCE</td><td style="text-align: right;">\$</td></tr> <tr><td>AGGREGATE</td><td style="text-align: right;">\$</td></tr> <tr><td></td><td style="text-align: right;">\$</td></tr> </table>	EACH OCCURRENCE	\$	AGGREGATE	\$		\$								
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AGGREGATE	\$																				
	\$																				
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N/A	UB-0N814440-19-42-V	5/31/2019	5/31/2020	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td><input checked="" type="checkbox"/> PER STATUTE</td> <td><input type="checkbox"/> OTH-ER</td> <td></td> </tr> <tr><td>E.L. EACH ACCIDENT</td><td></td><td style="text-align: right;">\$ 100,000</td></tr> <tr><td>E.L. DISEASE - EA EMPLOYEE</td><td></td><td style="text-align: right;">\$ 100,000</td></tr> <tr><td>E.L. DISEASE - POLICY LIMIT</td><td></td><td style="text-align: right;">\$ 500,000</td></tr> </table>	<input checked="" type="checkbox"/> PER STATUTE	<input type="checkbox"/> OTH-ER		E.L. EACH ACCIDENT		\$ 100,000	E.L. DISEASE - EA EMPLOYEE		\$ 100,000	E.L. DISEASE - POLICY LIMIT		\$ 500,000		
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C	Professional Liability			121-AE0003995-00	5/06/2019	5/06/2020	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>Each Claim</td><td style="text-align: right;">\$1,000,000</td></tr> <tr><td>Aggregate Limit</td><td style="text-align: right;">\$1,000,000</td></tr> </table>	Each Claim	\$1,000,000	Aggregate Limit	\$1,000,000										
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Contract Number: CA577
 FDOT Project Number: 415239-4-32-01
 Contract Description: Districtwide Plans Review Consultant and Support Services
 Cancellation Policy Provisions -- 10 days for nonpayment of premium, 30 days written notice if cancelled for any other reason.

CERTIFICATE HOLDER Florida Department of Transportation 1000 NW 111th Avenue Miami, FL 33172	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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