



SUPPLEMENTAL AGREEMENT NO. 2 TO PROFESSIONAL SERVICES AGREEMENT

GMX PROCUREMENT/CONTRACT NO.: RFP-23-02 (B)
GMX WORK PROGRAM NO.: N/A
GMX PROJECT/SERVICE TITLE: GENERAL ENGINEERING CONSULTING SERVICES (GEC-B)

THIS SUPPLEMENTAL AGREEMENT NO. 2 TO PROFESSIONAL SERVICES AGREEMENT (as "SA #2") is made and entered into this 20 day of June, 2025 (the "Effective Date"), by and between the **Greater Miami Expressway Agency** ("GMX"), a body politic and corporate, a public instrumentality and an agency of the State of Florida, existing under Florida Statutes Chapter 348, Part I, as amended, acting by and through its Governing Board, and **EAC Consulting, Inc.** (the "Consultant"), a Florida corporation located at **5259 Blue Lagoon Drive, Suite 410, Miami, Florida 33126** and duly authorized to conduct business in the State of Florida, Federal I.D. No. **65-0519739** (collectively, referred to herein as the "Parties" to this SA # 2).

WITNESSETH

WHEREAS, Miami-Dade Expressway Authority ("MDX") competitively procured for all Services necessary to provide **General Engineering Consultant (GEC A and B) Services** (the "Services"), and subsequently on **June 28, 2023**, entered into Professional Services Agreement MDX Procurement/Contract No. **RFP-23-02(B)**, with the Consultant to perform the Services (the "Agreement" or "Contract");

WHEREAS, during the 2023 Regular Legislative Session, the Florida Legislature clarified the legal status, ownership, and control of the roads that constitute the expressway system in Miami-Dade County and portions of northeast Monroe County (*348.03031(1), Fla. Stat.*);

WHEREAS, the Legislature clarified the authority of the Greater Miami Expressway Agency (GMX) and dissolved the Miami-Dade Expressway Authority (MDX) (*Chapter 2019-169, Laws of Florida; 348.03031(4), Fla. Stat., and 2019-169, Laws of Florida*);

WHEREAS, on **March 5, 2024**, the Parties entered into *Supplemental Agreement No. 1* to address contractual modifications enacted through the Florida 2023 Regular Legislative Session during the 2023 Regular Legislative Session; and

WHEREAS, the purpose of this SA #2 is to replace *Exhibit E, Method of Compensation* of the Agreement to correct a scrivener's error in Section 3 *Escalation* and to replace the sample Contract Performance Evaluation (CPE) Form provided as part of *Exhibit I, Contract Performance Evaluation Procedures & Form* to reflect an evaluation scale of one (1) to four (4) points;

NOW THEREFORE, in accordance with Section 8.3 *Approval Authority of Agreements and Supplemental Agreements* of the GMX Procurement Policy; incorporated herein and in consideration of the mutual promises and covenants contained herein, and for such other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties do hereby agree as follows:

1. The foregoing recitations are true and correct and are incorporated herein by reference.
2. *Exhibit E, Method of Compensation* of the Agreement is hereby replaced with ***Exhibit E, Revised Method of Compensation***.
3. The sample CPE Form provided as part of *Exhibit I, Contract Performance Evaluation Procedures & Form* is hereby replaced and incorporated into the Agreement.
4. The defined terms used herein, unless otherwise defined in this SA #2, shall have the meanings ascribed to them in the Contract Documents.
5. Except as expressly provided herein, all of the terms, conditions, covenants, agreements and understandings contained in the Contract Documents shall remain unchanged and in full force and effect, and the same are hereby expressly ratified and confirmed by the Parties.
6. This SA #2 shall not alter or change in any manner the force and effect of the Contract except insofar as the same is altered and amended by this SA #2. Wherever the terms of this SA #2 and the terms of the Contract Documents are in conflict, the terms of this SA #2 shall govern and control.
7. The Parties hereby agree the consideration expressed in this SA #2, that the monetary sum(s) agreed to herein constitute a full and complete settlement of all the matters relating to and set forth herein, including, but not limited to, all direct costs for equipment, manpower and materials, as well as indirect costs, expenses and profit (inclusive of overhead of any kind) and delay damages relating to the issues set forth in this SA #2. The settlement outlined herein, is limited to and applies only to any claims arising out of or on account of the matters described and set forth in this SA #2 which constitutes the totality of SA #2.

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CONSULTING SERVICES (GEC-B)

IN WITNESS WHEREOF, the Parties have caused this SA #2 to be executed by their respective and duly authorized officers as of the Effective Date defined herein.

GREATER MIAMI EXPRESSWAY AGENCY

HNTB CORPORATION

By: 
Rafael S. Garcia
Interim Executive Director/CEO

By: 
Signature of Authorized Officer

Andrew Pierce
Print Name of Authorized Officer

GEC Program Director /Vice President
Title of Authorized Officer



Greater Miami Expressway Agency Contract Performance Evaluation Form

General Contract Information

Name of Firm:			
Procurement/Contract No:		Execution Date:	
Total Authorized Amount:		Expiration Date:	
Project Services/Title:			
Contract Terms:	Initial Term:		Optional Terms:
Evaluation Period:	From:		To:
Type of Evaluation Review:	<input checked="" type="checkbox"/> Annual <input type="checkbox"/> End of Contract <input type="checkbox"/> Other, Explain below:		
Check the Contract Category:	<input type="checkbox"/> Architectural and Engineering Services: Complete Parts 1, 2 (and 4 if applicable.) <input type="checkbox"/> Construction Services: Complete Parts 1, 3 (and 4 if applicable.) <input type="checkbox"/> Consulting Services: Complete Part 1 (and 4 if applicable.) <input type="checkbox"/> Design-Build Services: Complete Parts 1, 2, 3 (and 4 if applicable.) <input type="checkbox"/> Professional Services: Complete Part 1 (and 4 if applicable.)		

Performance Evaluation Rating Guideline

Performance Rating	Performance Rating Description	Evaluation Scale
Outstanding Performance	Meets and routinely surpasses, the evaluation criteria.	4 (3.4 - 4.0)
Excellent Performance	Meets and at times, surpasses, the evaluation criteria.	3 (2.6 - 3.3)
Good Performance	Meets the evaluation criteria.	2 (1.8 - 2.5)
Unsatisfactory Performance	Fails to meet majority of the evaluation criteria.	1 (1.0 - 1.7)

Contract Performance Evaluation Criteria

Evaluate each applicable performance criterion and assign a score per the Evaluation Scale above.
NOTE: If a performance criterion is NOT applicable, LEAVE BLANK!

Score

Part 1. Complete for ALL Contract Categories.

A CONTRACT GOALS		
1	Clearly demonstrates an understanding of the contract's scope of services.	
2	Work conforms to contract requirements.	
3	Clearly demonstrates an understanding of and promotes GMAX's objectives and mission.	
Part 1, Section A Comments.		

B CONTRACT ADMINISTRATION		
1	Demonstrated compliance with the Contract insurance requirements by maintaining all insurance liability coverage that are required under this Contract in full force and effect, throughout the term of the Contract.	
2	Demonstrated adherence to GMX policy when submitting their invoices pursuant to the contract's Method of Compensation. Invoices are detailed and complete, along with all supporting documentation, as required.	
3	Responded in a timely manner to requests and provides requested information, inclusive of supporting documentation as required.	
4	Demonstrated adherence to GMX policy when adding or substituting subconsultants or subcontractors by seeking GMX's prior approval to utilize such subconsultant or subcontractor.	
Part 1, Section B Comments.		
C MANAGEMENT AND STAFFING		
1	Implements their proposed management plan, inclusive of key elements, for completing the scope of services of the Contract.	
2	Provides the necessary resources and staffing to perform the scope of services while maintaining within the Contract scope and budget limits.	
3	Exercises sound judgment and uses initiative and creativity in carrying out their responsibilities for their levels of expertise.	
4	Conducts themselves in an ethical and professional manner.	
5	Communicates clearly and concise. Keeps GMX staff informed of all pertinent issues at all times, is readily available, and maintains good working relationships with all parties.	
6	Participates and conducts well organized meetings; Makes necessary corrections and clarifications as needed, and Provides adequate responses and interpretations to questions.	
7	Effectively supervises subconsultants and/or subcontractors; Effectively coordinates activities with other GMX consultants and/or contractors, and other government agencies in performing the scope of services required by the Contract.	
Part 1, Section C Comments.		

D QUALITY AND TIMELINESS OF WORK		
1	Delivered Products/Services are accurate, concise and relevant; Meets or exceeds the required scope of services.	
2	Demonstrates immediate corrective action to noted deficiencies.	
3	Delivers Products/Services on schedule, timely and efficiently.	
Part 1, Section D Comments.		
E COST		
1	Submits the necessary supporting documentation for all modifications to the awarded scope of services.	
2	Implements cost containment initiatives.	
3	Makes timely payments to suppliers, subconsultants and/or subcontractors.	
Part 1, Section E Comments.		
F SMALL BUSINESS PARTICIPATION		
1	Utilizes the Small Businesses identified in the Contract Documents, in the manner outlined in both the Small Business and/or Local Business Participation Statement and Small Business and/or Local Business Utilization Report.	
2	Complies with the Small Business Requirement for this Contract.	
Part 1, Section F Comments.		
G LOCAL BUSINESS PARTICIPATION		
1	Utilizes the Local Businesses identified in the Contract Documents, in the manner outlined in both the Small Business and/or Local Business Participation Statement and Small Business and/or Local Business Utilization Report.	
2	Complies with the Local Business Requirement for this Contract.	
Part 1, Section G Comments.		

Part 2. Also complete for Architectural and Engineering Services Contract Category.

A ARCHITECTURAL AND ENGINEERING SERVICES		
1	Develops a clear understanding of GMX's program, makes a thorough investigation of all technical aspects (program quantity and quality, etc. as compared to GMX's construction budget, identifies discrepancies or errors, and recommends cost-effective solutions.	
2	Conducts site visits; Explores multiple options, scales and relationships of project components to ensure they are appropriate; Develops pros and cons listing for all options; Provides systems evaluation; Incorporates flexibility and adaptability to the approach of scope of services; Makes effective presentation to GMX; Provides effective written responses to GMX's input; and Develops accurate cost estimates.	
3	Responds to review comments by providing written reply to all comments and incorporating "agree-to" changes promptly. Thoroughly studies available options where applicable.	
4	Prepares drawings, details, analysis and outline specifications adequately to describe the size and character of the entire project; Develops the structural, mechanical, electrical and other system designs, and material and equipment usage; Documents are complete, well coordinated, with appropriate sections and details; and Base Bid scope conforms to GMX's programmatic and budgetary goals.	
5	All completed documents, reports, etc., are in compliance with all applicable codes and regulations.	
6	Provides detailed estimates as required by GMX, with cost allocated by system or specification division; Demonstrates understanding of bidding climate and other factors; and Provides appropriate contingency analysis and recommendations. Estimates at the completion of design meet GMX's budget goals. Makes realistic recommendations of appropriate bid alternatives.	
7	Design solutions demonstrate sensitivity to functional and aesthetic qualities; Develops engineering concepts that integrate with the architectural concepts (when applicable); Provides for expansion capability; Provides systems designs with appropriate flexibility, durability, maintainability and design life; and Develops life cycle cost comparisons, when required.	
Part 2, Section A Comments.		

B CONSTRUCTION DOCUMENTS		
1	Documents convey full and complete understanding of the construction, well cross-referenced, good coordination between specifications and drawings; and Provides complete specifications.	
2	Documents are well integrated between architectural, mechanical, electrical, and other trades. Coordinates well the plans and specifications between various consultants.	
3	Updates cost estimate and level of detail by confirming costs and schedule established in preliminary design; Suggests alternates to reduce cost as necessary.	
4	Maintains schedule established at start of project and provides quality meeting notes and other documents in a timely manner.	
5	Provides written responses to all comments to GMX Staff and Bidders in a timely manner; Incorporates "agreed-to" changes; Participates in productive review meetings; Provides answers to Bidders' questions and conducts pre-bid tour when required.	
6	Demonstrates cooperative spirit; Keeps GMX project managers informed at all times and are readily available. Addenda are timely, used to make corrections or clarifications, but not used to finish the project documents.	
Part 2, Section B Comments.		
C CONSTRUCTION PHASE		
1	Participates and conducts well organized meetings; Describes goals and identifies key issues; Notes construction concerns, and discusses schedule.	
2	Communicates well; Demonstrates cooperative spirit; Is readily available to GMX Staff; Keeps GMX staff and project managers informed; and Exhibits good working relationship with consultants, contractors and other parties.	
3	Responds in a timely manner to requests for information; Provides adequate interpretations to questions; Provides adequate back-up data; and timely submission of field reports.	
4	Provides prompt resolution of errors, omissions, and ambiguities in the construction documents.	
5	As-Built Manuals and Schedules: Produces complete and accurate construction record drawings in a timely manner; Obtains and submits operations manuals and other project close-out documents as required; and Provides effective review of the Contractor's proposed schedule and progress revisions.	
Part 2, Section C Comments.		

Part 3. Also complete for Construction Services Contract Category.

A PROJECT SCHEDULE		
1	Develops a comprehensive schedule outlining all activities, events, milestones, etc. required by the Contract or was necessary in order to successfully complete the project.	
2	Regularly updates the Project Schedule to include changes in costs, time and materials. Regularly analyzes the Project Schedule to ensure that the project is on schedule and to prevent cost overruns.	
3	Finished the project within the Projected Project Completion Date in the Contract or the project is progressing in accordance with the Project Schedule developed in the Contract.	
Part 3, Section A Comments.		
B QUALITY		
1	Completes project in accordance with the Contract Drawings and specifications to the satisfaction of GMX.	
2	When using "Equal or Substitution" of materials, items and/or equipment, Contractor follows shop drawing or certification process.	
3	Contractor follows established measures and procedures to ensure quality of materials used, as well as the quality of workmanship for all levels of construction.	
4	Contractor corrects improper work as directed by the Construction Engineering team.	
Part 3, Section B Comments.		
C COST		
1	Actual costs for the project have not exceeded the Awarded Costs for the project, except for owner initiated changes..	
2	Requests for Change Orders were submitted promptly with prior notification and complete with all supporting documentation and cost items.	
Part 3, Section C Comments.		

D SAFETY		
1	A Project Safety Plan has been developed for this project and identifies the Contractor's Site Safety Officer, and kept on the job site or contractors office	
2	Contactor conducts bi-weekly safety meetings and follows safety plan.	
3	Assesses the effectiveness of the Project Safety Plan in preventing or minimizing work related injuries at the job site.	
Part 3, Section D Comments.		
E COMMUNICATIONS		
1	Attends weekly/biweekly progress meetings, discussed described goals and identified key issues, noted construction concerns, and discussed schedule.	
2	Demonstrates cooperative spirit. Available to GMX field staff, and kept GMX field staff and project manager informed. Exhibited good working relationship with contractors.	
3	Demonstrates excellent skills in coordinating activities with subcontractors and other contractors from other projects to ensure this project remains on schedule, within budget, and maintains a safe working environment.	
Part 3, Section E Comments.		
Part 4. If necessary, add Special Criteria specific to the Scope of Services of the Contract.		
1		
2		
3		
4		
5		
Part 4, Comments.		

Contract Performance Evaluation Rating	
Total Score for all applicable evaluation criterion (Summation of all points):	0
Number of applicable evaluation criterion (Where points have been assigned):	0
Average Score based on a maximum scale of 4 points:	#DIV/0!
Overall Performance Rating:	#DIV/0!

Authorized Signatures	
GMX Rater's Signature:	Date:
Print Name and Title:	
GMX Reviewer's Signature:	Date:
Print Name and Title:	
Name of Firm:	0
Authorized Signature:	Date:
Print Name and Title:	
<input type="checkbox"/> Firm has submitted written response under separate cover. Copy attached.	
If the "Overall Performance Rating" is Unsatisfactory , the GMX Interim Executive Director's Signature is required.	
GMX Interim Executive Director's Signature: <div style="display: flex; justify-content: space-between; margin-top: 10px;"> <div style="border-top: 1px solid black; width: 30%;"></div> <div>Rafael S. Garcia</div> <div style="border-top: 1px solid black; width: 30%;"></div> <div>Date</div> </div>	



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3790 NW 21 St. // Miami, FL 33142

www.mdxway.com

REQUEST FOR PROPOSAL (RFP)

MDX PROCUREMENT/CONTRACT NO.:
RFP-23-02(B)

MDX PROJECT/SERVICE TITLE:
GENERAL ENGINEERING CONSULTING (GEC A AND B)
SERVICES

SA #2, REVISED EXHIBIT E
METHOD OF COMPENSATION



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1. PURPOSE:

This exhibit to the Professional Services Agreement (the "Agreement") defines the method in which MDX will compensate the Consultant for the Services (the "Method of Compensation"). In any conflict between the Method of Compensation and the Agreement, the language of the Agreement shall govern.

This Method of Compensation has been negotiated pursuant to MDX's Policies and FDOT's Negotiation Handbook for Professional Services Contracts, effective at the time Consultant Selection is approved by the MDX Board. For negotiations, MDX will utilize the Consultant's Notice of Qualification letter in effect at the time the MDX Board approves the Consultant Selection. At MDX's discretion, if an updated Notice of Qualification letter is issued within thirty (30) days of Board Selection of the Consultant, the updated Notice of Qualification letter may be utilized in negotiations.

2. COMPENSATION:

MDX agrees to pay the Consultant for the Services, as authorized via a written Task Authorization issued by MDX, and compensation is to be made in any of the manner described herein as may be outlined in the Task Authorization.

MDX will compensate the Consultant for all reasonable and allowable costs, which have been properly allocated, incurred in the categories defined below. The compensation as described herein sought under the Agreement is expressly made subject to the terms of the Agreement; Federal Acquisition Regulations, if applicable; Office of Management and Budget Circulars A-21, A-87, A-102, A-110, if applicable; and any applicable and pertinent federal and state laws and MDX Policies and Procedures.

2.1 Compensation Type

2.1.1. Lump Sum Amount

MDX and the Consultant may negotiate the fees of a Task Authorization and arrive at a Lump Sum amount to be compensated to the Consultant. Lump Sum amounts are the total amount MDX will compensate the Consultant to accomplish the specific task. The Consultant shall not be entitled to any other compensation for such task, regardless of resulting time and efforts to accomplish the task and deliver the end product.



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2.1.2 Limiting Amount

MDX and the Consultant may negotiate a Task Authorization with a dollar Limiting Amount and MDX may compensate the Consultant against the Limiting Amount using the current Contract Hourly Rate(s) and approved multiplier based on time expended in accomplishing the task.

2.2 Elements of Compensation

MDX will determine the compensation due to the Consultant for the Services using the following elements:

2.2.1 Contract Hourly Rates

Contract Hourly Rates will be determined on an annual basis as part of the Fiscal Year Transitional Process detailed herein, based on the following components:

- Actual hourly rate for all approved personnel
- MDX Rate Schedule of Established Caps
- Approved Percentage of Escalation

MDX will pay the lesser of the actual hourly rate for all approved personnel or the cap allowed for the job classification pursuant to the MDX Rate Schedule of Established Caps.

Any approved percentage of escalation, pursuant to the Contract Performance Evaluation as further detailed herein, will be applied to the MDX Rate Schedule of Established Caps, or the actual hourly rate as described herein.

Personnel shall meet the Job Classification Minimum Qualifications for the Job Classification/Title to which they are assigned. MDX at their sole discretion may elect, where applicable, to substitute years of relevant work experience with required education, or vice versa. MDX may also make reasonable exceptions that would provide MDX with qualified and experienced personnel.

Specialized services for which a Job Classification and established rate cap are not included in the MDX Rate Schedule of Established Caps and which MDX has determined necessary for the Contract will be negotiated with the Consultant.



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2.2.2 Multiplier

A) *FDOT Audited Reimbursement Rates*

MDX will apply a multiplier to the Contract Hourly Rates of employees in the payroll of the Consultant and Subconsultants comprised of the following:

- Overhead (home/field)
- Operating Margin,
- Facilities Capital Cost of Money (FCCM)
- Direct Expenses (home/field)

All Multipliers for the Agreement are subject to a 3.0 Cap.

The Multiplier of the Consultant and Subconsultants will be determined on an annual basis as part of the Fiscal Year Transitional Process detailed herein using the current Consultant's Notice of Qualification letter issued by the Florida Department of Transportation (FDOT), and the Operating Margin table found in FDOT's Negotiation Handbook for Professional Services Contracts, in effect at the time of the Fiscal Year Transitional Process. MDX will allow the use of Provisional Reimbursement Rates issued by FDOT, as may be applicable, to determine the multiplier. MDX will round off the calculated multiplier to the hundredth decimal place.

MDX shall not apply a multiplier to contract employees' hourly rate. For the purpose of this provision, a contract employee is an individual that is NOT on the payroll of the Consultant or its Subconsultants and does not receive benefits from the Consultant or its Subconsultants.

B) *Non-Audited Expenses*

For Consultants that do not have audited Reimbursement Rates from FDOT, MDX will use the low of the Current Averages for Audited Overhead, Expenses and FCCM Rates as released by FDOT.

For Consultants that provide services that are not subject to Reimbursement Rates from FDOT, MDX will negotiate a loaded hourly rate comparable to reasonable rates in the industry and payable by other governmental agencies.



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C) Direct Expenses

The only Direct Expenses not covered in the multiplier for which MDX will reimburse the Consultant with prior written approval from MDX are the following:

- Subconsultant services
- Direct Expenses for unusual and infrequently occurring items that as such were not included in the FDOT audit to calculate the direct expense rate, and which cost in excess of Ten Thousand Dollars and Zero Cents (\$10,000.00)
- When using the Field Direct Expense rate, the Field Office Overhead rate will apply for calculating the multiplier

3. ESCALATION PER SA #2, REVISED AS FOLLOWS IN BLUE

MDX will apply an annual escalation to the MDX Rate Schedule of Established Caps. The escalation shall be tied to the Consultant's Annual Contract Performance Evaluation completed by MDX. MDX will determine the allowable escalation to the MDX Rate Schedule of Established Caps as follows:

Annual Performance Rating	CPE Score	Percentage of Increase
Outstanding	4	3% Maximum
Excellent	3	2%
Good	2	1%
Unsatisfactory	1	0%

For personnel whose actual hourly rate is below the established cap for the classification, the Consultant may increase the actual hourly rate of such personnel by the approved percentage of escalation.

Should the Consultant wish to increase the actual hourly rate of an individual in excess of the approved percentage of escalation, the Consultant shall obtain prior written approval from MDX. Such approval is solely at the discretion of MDX.

MDX shall only pay approved Contract Hourly Rates.

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4. OVERTIME

The Consultant shall not be compensated for overtime without the prior written approval from MDX. Overtime is considered time worked in excess of the approved maximum allowable hours for the monthly billing period pursuant to the FY Billing Cycle approved by MDX as part of the Fiscal Year Transition Process.

Approved overtime will be compensated at the regular Contract Hourly Rate with the applied multiplier, if applicable.

5. FISCAL YEAR TRANSITION PROCESS

As the fiscal year ends (June 30), the Consultant and MDX must determine the Contract Hourly Rates and the multipliers to be approved for compensation effective at the beginning of the new fiscal year.

The following schedule of events must be followed:

- May 30 Completion of Annual CPE by MDX.
- June 30 Approval of preliminary Contract Hourly Rates, multipliers, and personnel classifications (Certified Wage Rate Form), pending verifications (i.e., payroll registry, updated Consultant's Notice of Qualification letters).
- June 30 Approval of all required Task Authorizations for the beginning fiscal year
- August 1 Approval of Final Certified Wage Rate Form.

All financial records relating to the Agreement shall be reconciled no later than ninety (90) Calendar Days after the end of every MDX fiscal year (June 30 of the current year).

6. INVOICING PROCEDURE:

The Consultant will perform the Services in a prompt and efficient manner and complete the Services pursuant to the requirements of the Contract Documents.

The Consultant is to track its staff hours and submit invoices per Project number, and Task Authorization numbers.

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Payments to the Consultant will be made by MDX on the basis of monthly invoices submitted by the Consultant for appropriate costs during the billing period. Consultant shall submit invoices on a monthly basis covering the Services provided from the first to the last day of the preceding billing period no more than thirty (30) Calendar Days after the end of the billing period.

All invoices shall be submitted to the Authority in detail sufficient for a proper pre-audit and post-audit thereof.

MDX reserves the right to withhold payments for Services not completed, Services completed unsatisfactorily, or Services deemed inadequate or untimely by MDX. Any payment(s) withheld shall be released and paid to the Consultant promptly when Services are rendered and performed to the satisfaction of MDX in accordance with the Contract Documents.

Invoice submittals shall include the following:

- a) MDX Work Program Invoice Submittal Form
- b) Certificate of Partial/Final Payment, Waiver and Release from Contractor/ Consultant
- c) MDX Invoice Tracking Form
- d) Certification of Disbursement to Subcontractors/Subconsultants/Suppliers
- e) Contractor's/Consultant's Final Release and Affidavit (at final invoice only)
- f) Original invoice
- g) Monthly status progress report
- h) Signed timesheets or a cost system generated time report (for both the Consultant and the Subconsultant staff providing the Services)
- i) Approved overtime (when applicable)
- j) Supporting documentation for pre-approved direct expenses (when applicable)

Failure to submit the most current MDX forms, filled out and executed accordingly, may be cause for rejection of the invoice and subsequent delay in payment.



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When submitting any invoice, the Consultant shall certify under oath and in writing with its invoice, in accordance with the formalities required by Florida law, that the invoice is submitted in good faith, that the supportive data is accurate and complete to the Consultant's best knowledge and belief, and that the amount of the invoice accurately reflects what the Consultant, in good faith, believes to be MDX's liability for payment. Such certification must be made by an officer or director of the Consultant with authority to bind the Consultant. The Consultant also agrees to indemnify MDX for any costs and expenses, including but not limited to audit costs, attorneys' fees and expert witness fees that MDX incurs due to any fraudulent submissions made by Consultant in said invoices.

The Consultant shall, on a monthly basis via monthly status progress reports, provide documentation to the Authority as justification for invoices submitted. Such monthly status progress reports shall include, among other things, activities/tasks/deliverables of the Consultant for the billing period, information with respect to the Consultant's compliance with the Small Businesses Participation Requirement, and the Local Business Participation Requirement, as applicable. The Authority shall be entitled, at all times, to be advised, at its request, as to the status of Services being performed by the Consultant, and the details thereof.

The Consultant guarantees the payment of all just claims for material, supplies, tools and/or labor, as may be applicable, and/or any other just claims against the Consultant or any Subconsultant in connection with the Agreement.

Invoices shall be paid in accordance with Florida Statutes and the Professional Service Agreement, as may be amended from time to time. The Consultant agrees to be bound by MDX's Invoice Dispute Resolution Procedure.

The Consultant will promptly pay all Subconsultants their proportionate share of payments received from MDX. Payments to Small Businesses shall be paid pursuant to applicable Florida Statutes and the Section entitled "Prompt Payment" of the MDX Small Business Participation Policy. Payments to Local Businesses shall be paid pursuant to applicable Florida Statutes and in accordance with MDX Policies. The Consultant shall not markup the Subconsultant's invoice for any additional compensation to the Consultant.

The Consultant will maintain for this purpose an accounting system that is acceptable to MDX. The final invoice for the Agreement will be accompanied by a job cost summary report generated by the Consultant's accounting system. The report will include, at a minimum, the total number of direct salary hours actually worked on the Agreement, the total direct salary and wage cost for the Agreement, and the total miscellaneous direct expenses for the Agreement.

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The Agreement will be considered completed when all Services, as well as any corrections to the Services, if required, have been accepted by MDX. The Consultant will then be released from further obligation, except as provided herein.

The MDX Contract Manager and the Consultant shall monitor the cumulative invoiced billings to insure the reasonableness of the billings compared to the Services accomplished and accepted by MDX against the Task Authorization/Contract Amount. It is the Consultant's responsibility to ensure there is current Task Authorization/Contract capacity to cover the required Services remaining.

7. PAYMENT TO THE CONSULTANT

Payment or use of any deliverables or portions thereof by MDX shall not constitute an acceptance of any Services not in accordance with the Contract Documents. MDX may refuse to make, in whole or in part, any payment because of subsequently discovered evidence, or the result of subsequent inspections or tests that nullify any previous payment, to the extent that is reasonably necessary to protect MDX with regard to the following:

- Any deliverables of the Services is defective, deficient and/or completed Services have been deemed unsatisfactory requiring correction or replacement; or
- The Services do not comply with MDX procedural requirements; or
- The amount of payment due to the Consultant has been reduced by a Supplemental Agreement; or
- MDX has been required to correct defective Services, or complete Services in accordance with the provisions setting forth MDX's right to correct defective Services; or
- MDX has actual knowledge of the occurrence of any of the events that constitute cause for termination of the Agreement; or
- Claims have been made against MDX on account of Consultant's performance or furnishing of the Services; or
- Other items entitling MDX to set-off against the amount for which application is made.
- Nothing in this section is intended to replace or amend the section of the Professional Services Agreement entitled Disputes, Dispute Resolution and Claims.

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8. CONTRACT CLOSEOUT

8.1 Final Audit:

If requested, the Consultant shall permit MDX to perform or have performed an audit of the records of the Consultant and any or all Subconsultants to support the compensation paid the Consultant. The audit will be performed as soon as practical after completion and acceptance of the Services. In the event funds paid to the Consultant under the Agreement are subsequently properly disallowed by MDX because of accounting errors or charges not in conformity with the Agreement, the Consultant agrees that such disallowed funds are due to MDX upon demand. Furthermore, MDX shall have the right to deduct, from any amount due the Consultant under any other contract, any amount due MDX under the Agreement. Final payment to the Consultant shall be adjusted for audit results.

8.2 Certificate of Completion:

Subsequent to the completion of the final audit, a Certification of Completion will be prepared for execution by both parties stating the total compensation due to the Consultant, the amount previously paid, and the difference.

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

9. ATTACHMENTS:

- E-1 Certified Wage Rate – for current Fiscal Year
- E-2 Rate Schedule of Established Caps
- E-3 Invoice Submittal Forms*
 - a) MDX Work Program Invoice Submittal Form
 - b) Certificate of Partial/Final Payment, Waiver and Release from Contractor/Consultant
 - c) MDX Invoice Tracking Form
 - d) Certification of Disbursement to Subcontractors/Subconsultants/Suppliers
 - e) Contractor's/Consultant's Final Release and Affidavit



MIAMI-DADE EXPRESSWAY AUTHORITY

3790 NW 21 St. // Miami, FL 33142

www.mdxway.com

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E-4 FDOT Negotiation Handbook Professional Services Contracts (Effective 1-27-2023)

Current Forms available on the MDX website at: [Business | Procurement Documents \(mdxway.com\)](http://www.mdxway.com/Business/ProcurementDocuments)