

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

CONTRACT SUMMARY		
Contract with: <u>URS Corp Southern</u>	Contract # <u>WO 3</u>	URS Continuing Svcs
	Effective Date: <u>3/16/11</u>	
	Expiration Date: <u>3/15/14</u>	
Contract Purpose/Description: Work Order #3 in the amount of \$58,433.48 under the BOCC approved URS		
<u>Transportation Continuing Services contract for the completion of the annual 2012 US 1</u>		
<u>Arterial Travel Time and Delay Study. This study is required pursuant to Chapter 163, FS.</u>		
.		
Contract Manager: <u>Trish Smith</u>	<u>304-0412</u>	<u>Planning/#11</u>
(Name)	(Ext.)	(Department/Stop #)
for BOCC meeting on <u>2/15/12</u> Agenda Deadline: <u>1/31/12</u>		

CONTRACT COSTS	
Total Dollar Value of Contract: \$ <u>58,433.48</u>	Current Year Portion: \$ <u>58,433.48</u>
Budgeted? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Account Codes: <u>125-50516-530490- - -</u>
Grant: \$ <u>JPA AOU27</u>	<u>GW0703-530340- - - -</u>
County Match: \$ <u>7,304.19</u>	<u>- - - - -</u>
	<u>- - - - -</u>
ADDITIONAL COSTS	
Estimated Ongoing Costs: \$ <u>0</u> /yr	For: <u>n/a.</u>
(Not included in dollar value above)	(eg. maintenance, utilities, janitorial, salaries, etc.)

CONTRACT REVIEW				
	Date In	Changes Needed	Reviewer	Date Out
Division Director	<u>1/20/12</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>[Signature]</u>	<u>1-30-2012</u>
Risk Management	<u>1-26-12</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>[Signature]</u>	<u>1-26-12</u>
O.M.B./Purchasing		Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>[Signature]</u>	<u>1/26/12</u>
County Attorney	<u>1-24-12</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>[Signature]</u>	<u>1-25-12</u>
Comments: _____				



**Monroe County Professional Transportation Planning/Engineering Consultant Services
Work Order # 3
US 1 Arterial Travel Time and Delay Study: 2012**

Scope of Services

Tasks 1-4

Using the floating car method, the Consultant will record travel time, speed, and delay data for: a) each of the 24 segments of US 1 based on maps supplied by County staff from Florida City to Stock Island; and, b) the length of US 1 from the Dade County line to Cow Key Channel Bridge. Data will be recorded by date, day of week, time of day and direction.

The study will be conducted over 14 days within the four-week period of February 25, 2012 and March 25, 2012. The study will consist of 14 round-trip runs, sampling each day of the week twice. The study schedule will be coordinated with seven-day, 24-hour traffic counts in Islamorada, Marathon and Big Pine Key.

The study will employ the staggered schedule of departure times previously approved by the US 1 Level of Service Task Force Team, so as to record peak hour conditions in as many different locations as possible.

Tasks 5-6

Consultant will record traffic data for seven consecutive days along US 1 in both directions of travel separately at: a) Big Pine Key (at Six locations); b) Marathon (MM 50); and, c) Upper Matecumbe (MM 84). Data will be recorded by date, day of week, time of day and direction.

The data will be collected over 7 consecutive days within the four-week period of February 25 2012 and March 25, 2012. The standard FDOT procedure should be followed in collecting the required traffic data.

Tasks 7

The study results will be summarized in a report form, including a series of tables and graphs. The speed delay run data will be transformed into LOS reserve capacity data, tables and graphs. The traffic volumes data will be reviewed and transformed into tables and graphs.

In addition, a statistical analysis of the mean, median, standard deviation, and range of speed recorded for each segment and for the overall distance will be provided. Excess roadway capacities and deficiencies in capacity will be determined and reported in accordance with the US 1 Level of Service Task Team Methodology.



End Products

The Consultant shall prepare five draft copies of the report for submittal to the County Planning Department for review. Upon receipt of the review comments from the County Planning Department, the Consultant will prepare the final report and provide the County Planning Department with ten (10) copies of the final report and the final report file(s) on a CD in Adobe Acrobat (PDF) format.

Compensation for Services

The Consultant shall be paid a **lump-sum amount of \$58,433.48**, invoiced monthly as percent complete, consistent with progress towards satisfactory completion of the work order and delivery of the end products. The staff-hour estimates and the corresponding personnel labor costs are based on the Monroe County-URS Consultants, Inc. agreement dated February 16, 2011.

Schedule

The Consultant shall initiate the work for this project no later than February 24, 2012. The fieldwork shall not commence before February 25, 2012. All fieldwork shall be completed by March 25, 2012. The draft report shall be submitted to the County Planning Department by July 2, 2012. The Final Report shall be submitted within 14 days of receiving review comments from the County Planning Department.

Acceptance and approval of this Work Order by both parties by signatories below constitute authorization for the Consultant to proceed.

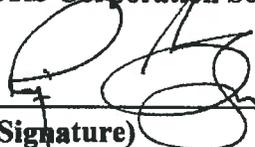
**ACCEPTED AND APPROVED
Monroe County**

(Signature)

(Name & Title)

(Date)

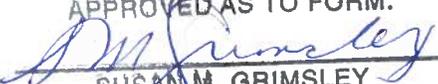
**ACCEPTED AND APPROVED
URS Corporation Southern**



(Signature)

Rajendran Shanmugan, P.E. - V.P./Project manager.
(Name & Title)

Jan 24, 2012.
(Date)

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM:

SUSAN M. GRIMSLEY
ASSISTANT COUNTY ATTORNEY
Date 1-25-12



**WORK ORDER # 3 - 2012 Travel Time Delay Study
STAFF HOURS AND COST ESTIMATE**

Work Item/ Tasks	Project Manager	Senior Transp. Engineer	Junior Engineer /Planner	Tech.	Clerical	TOTAL
1. <i>Equipment Mobilization/ Calibration</i>	2	2	0	8	0	12
2. <i>Travel Time Runs</i>	0	8	136	136	0	280
3. <i>Travel Time Data Check</i>	0	8	20	0	0	28
4. <i>Travel Time Data Summary</i>	0	8	8	80	0	96
5. <i>Traffic Data Collection</i>	0	2	0	58	8	68
6. <i>Traffic Data Summary</i>	0	2	0	8	0	10
7. <i>Final Report</i>	8	12	24	24	16	84
Total Staff Hours	10	42	188	314	24	578
Contract Hourly Rates (Includes Expenses)	\$212.60	\$177.87	\$99.66	\$91.83	\$52.76	-
Sub-Totals	\$2,126.00	\$7,470.54	\$18,736.08	\$28,834.62	\$1,266.24	\$58,433.48
TOTAL COST	\$58,433.48	(LUMP SUM)				

**CONTRACT FOR
PROFESSIONAL SERVICES
BETWEEN OWNER AND ENGINEER**

THIS CONTRACT FOR PROFESSIONAL SERVICES BETWEEN OWNER AND ENGINEER (the "Contract" or "Agreement") is made and entered into by Monroe County ("Owner" or "County"), a political subdivision of the State of Florida, whose address is 1100 Simonton Street, Key West, Florida 33040, its successors and assigns through the Monroe County Board Of County Commissioners ("BOCC"), and URS Corporation Southern, a California corporation ("Engineer"), whose address is 3343 W. Commercial Boulevard, Suite 100, Fort Lauderdale, FL 33309, its successors and assigns on the 16 day of February, 2011.

This contract is issued as a continuing contract pursuant to Florida Statute 287.055(2) (g). The professional services required by this Contract are to be rendered for projects in which the estimated construction costs of each individual project under the contract does not exceed Two Million Dollars (\$2,000,000.00), or for study activity if the fee for professional services for each individual study under the contract does not exceed Two Hundred Thousand Dollars (\$200,000.00).

The parties shall enter into a separate task order for each study awarded to the Engineer by the Owner. The specific services to be performed under these separate task orders will be determined by the Owner and agreed to by the Engineer. Each separate task order will contain specific scope of work, time schedule, charges and payment conditions, and additional terms and conditions applicable to that specific task order.

The professional services required by this contract will be for services in the form of a continuing contract, commencing on the effective date of this contract and ending four years thereafter, with options for Owner to renew on an annual basis for two additional years.

The terms and conditions of this Contract shall apply to any task order or separate contract, if required, unless expressly modified in the provisions of the separate contract. Where the terms of this Contract differ from the terms of the separate contract, the terms of the separate contract shall take precedence. The separate contract will contain its specific scope of work and it is anticipated by this Contract that the scope of work in the separate contract will be in addition to the scope of work outlined in this Contract

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements stated herein, and for other good and valuable consideration, the sufficiency of which hereby acknowledged, the Owner and the Engineer agree:

FORM OF AGREEMENT

ARTICLE 1

1.1 REPRESENTATIONS AND WARRANTIES

By executing this Contract, Engineer makes the following express representations and warranties to the Owner:

1.1.1 The Engineer is a professional qualified to act as the Engineer for the assignment and is licensed to practice Engineerure/Engineering by all public entities having jurisdiction over the Engineer and the assignment;

1.1.2 The Engineer shall maintain all necessary licenses, permits or other authorizations necessary to act as Engineer for the assignment until the Engineer's duties hereunder have been fully satisfied;

1.1.3 The Engineer shall prepare all documents that may be developed under this Contract including, but not limited to, all contract plans and specifications, in such a manner that they shall be in conformity and comply with all applicable law, codes and regulations. The Engineer warrants that any documents prepared as a part of this Contract will be adequate and sufficient to accomplish the purposes of the task order, therefore, eliminating any additional construction cost due to missing or incorrect design elements in the contract documents;

1.1.4 The Engineer assumes full responsibility to the extent allowed by law with regards to his performance and those directly under his employ as Engineer of Record.

1.1.5 The Engineer's services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Work. The Engineer shall submit, for the Owner's and Monroe County Growth Management Division's information, a schedule for the performance of the Engineer's services which may be adjusted as task order proceeds if approved by the Owner, and shall include allowances for periods of time required for the Owner's and Monroe County Growth Management Division's review, and for approval of submission by authorities having jurisdiction over the task order. Time limits established by this schedule and approved by the Owner may not be exceeded by the Engineer except for delay caused by events not within the control of the Engineer or foreseeable by him.

1.1.6 In providing all services pursuant to this agreement, the Engineer shall abide by all statutes, ordinances, rules and regulations pertaining to, or regulating such services, including those now in effect and hereinafter adopted. Any violation of said statutes, ordinances, rules and regulations shall constitute a material breach of this agreement and shall entitle the COUNTY to terminate this agreement immediately upon delivery of written notice of termination to the Engineer.

ARTICLE II

SCOPE OF ENGINEER'S BASIC SERVICE

2.1 DEFINITION

Engineer's Basic Services consist of:

Task 1 – Annual US 1 Arterial Travel Time and Delay Studies

1. Purpose

The travel time studies will be used to monitor the level of service on US 1 based on Monroe County Comprehensive Plan Policies and Land Development Codes for concurrency management purposes pursuant to Chapter 163, Florida Statutes. The studies will be conducted in accordance with the methodology that was developed by the US 1 LOS Task Force and approved by the County, the Florida Department of Transportation, and the Florida Department of Community Affairs.

2. Minimum Activities to Complete Study

- A. Using the floating car method, the County will record travel time, speed, and delay data for:
 - a. Each of the 24 segments of US 1 from Florida City to Stock Island, and
 - b. The length of US 1 from Miami-Dade County line to Cow Key Channel.
- B. The data will be recorded by date, day of week, time of day, and direction.
- C. The study will be conducted over 14 days within the six week period from February 15 to March 31. The study will consist of 14 round trip runs, sampling each day of the week twice.
- D. The study schedule will be coordinated with seven day, 24 hour traffic counts to be conducted by FDOT in Islamorada, Marathon, and Big Pine Key.
- E. The study will employ the staggered schedule of departure times previously approved by the Task Force so as to record peak hour conditions in as many different locations as possible.
- F. The study results will be summarized in a report format including a series of tables and graphs. A statistical analysis of the mean, median, standard deviation, and range of speeds for each segment and for the overall distance will be provided. Excess roadway capacity and deficiencies in capacity will be reported.

Task 2: General Transportation Planning Assistance

1. Purpose

The purpose of this task is to provide assistance to the Monroe County Growth Management Division staff for the purpose of maintaining and updating the Long Range Transportation Plan, to ensure that transportation concurrency requirements are met by public and private development, and other tasks necessary to maintain a high level of coordination between land use planning and transportation planning activities in the Florida Keys. This task will provide assistance for general transportation planning and analysis activities, including data collection and technical support.

2. Activities

The transportation planning consultant will provide assistance to Monroe County Growth Management Division in the following areas:

- a) Review of private development site plans for internal traffic flows and access;
- b) Preparation of traffic impact reports;
- c) Review of access management issues;
- d) Development of access management plans;
- e) Origin-destination studies;
- f) Attendance at appropriate public meetings and hearings;
- g) Trip generation rates for land uses;
- h) Provision of review comments on relevant transportation documents prepared by other agencies;
- i) Review of transportation element of reports and plans prepared by County staff in support of the comprehensive plan amendments;
- j) Systems planning analysis (including running the FSUTMS model or other transportation planning models deemed as appropriate by Client and Consultant);
- k) Reevaluation of the level of service methodology for US 1; and
- l) Special transportation projects to implement the comprehensive plan.

ARTICLE III
ADDITIONAL SERVICES

3.1 GENERAL

3.1.1 The services described in this Article III are not included in Basic Services. They shall be paid for by the Owner as provided in this agreement as an addition to the compensation paid for the Basic Services but only if approved by the Owner before commencement, and as follows:

- A. Providing services of Engineer for other than the previously listed consulting scope of Project provided as a part of Basic Services.
- B. Providing any other services not otherwise included in this Agreement or not customarily furnished in accordance with generally accepted consulting practice.
- C. Providing representation before public bodies in connection with the task order, upon approval by the Owner.

3.2 If Additional Services are required, such as those listed above, the Owner shall issue a letter requesting and describing the requested services to the Engineer. The Engineer shall respond with a fee proposal to perform the requested services. Only after receiving a task order and a notice to proceed from the Owner shall the Engineer proceed with the Additional Services.

ARTICLE IV
OWNER'S RESPONSIBILITIES

4.1 The Owner shall designate Monroe County Growth Management Division Director (Director) or designee to act on the Owner's behalf with respects to the task orders. The Owner or Director shall render decisions in a timely manner pertaining to documents submitted by the Engineer in order to avoid unreasonable delay in the orderly and sequential progress of the Engineer's services. However, the parties acknowledge that due to Monroe County Policy, Ordinances or State or Federal Statute there may be times when a decision must be made by the BOCC, in which case any delay shall not be attributed to Monroe County or its representative.

4.2 The Owner shall furnish the required information and services and shall render approvals and decisions as expeditiously as necessary for the orderly progress of the Engineer's services and work of the contractors.

4.3 The Owner's review of any documents prepared by the Engineer or its consultants shall be solely for the purpose of determining whether such documents are generally consistent with the Owner's criteria, as and if, modified. No review of such documents shall relieve the Engineer of responsibility for the accuracy, adequacy, fitness, suitability or coordination of its work product.

ARTICLE V
INDEMNIFICATION AND HOLD HARMLESS

5.1 Pursuant to Section 725.08 of the Florida Statutes, the Consultant shall indemnify and hold harmless the Owner, its employees and officers, 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 this Contract.

5.2 In the event the completion of the task assignment is delayed or suspended as a result of the Engineer's failure to purchase or maintain the required insurance, the Engineer shall indemnify County from any and all increased expenses resulting from such delays. Should any claims be asserted against County by virtue of any deficiencies or ambiguity in the plans and specifications provide by the Engineer the Engineer agrees and warrants that Engineer hold the County harmless and shall indemnify it from all losses occurring thereby and shall further defend any claims or action on the County's behalf.

5.3 The extent of liability is in no way limited to, reduced or lessened by the insurance requirements contained elsewhere within the Agreement.

5.4 This indemnification shall survive the expiration or early termination of the Agreement.

ARTICLE VI

6.1 PERSONNEL

The Engineer shall assign only qualified personnel to perform any service concerning the project.

ARTICLE VII

7.1 COMPENSATION AND PAYMENT

Compensation shall be made according to the rates on Exhibit A. Payment shall be made according to the Florida Local Government Prompt Payment Act. Claims for payment are deemed received upon receipt by the Clerk of Court for payment. All invoices shall be detailed enough to show the task performed, the services rendered, and the amount due with all appropriate documentation indicating personnel and hours worked.

7.2 REIMBURSABLE EXPENSES

Reimbursable expenses (travel, meals, mileage, or other expenses) are not allowed as part of this contract.

7.3 BUDGET

7.3.1 The Engineer may not be entitled to receive, and the County is not obligated to pay, any fees or expenses in excess of the amount budgeted for this Agreement in each fiscal year (October 1- September 30) by County's Board of County Commissioners. The budgeted amount may only be modified by an affirmative act of the County's Board of County Commissioners.

7.3.2 If funding cannot be obtained or cannot be continued at a level sufficient to allow for continued reimbursement of expenditures for services specified in this Contract or in the separate contracts for individual projects, the agreement may be terminated immediately at the option of the County by written notice of termination delivered to the Engineer. The County shall not be obligated to pay for any services provided by the Engineer after the Engineer has received written notice of termination, unless otherwise required by law.

7.3.3 The County does not guarantee Engineer any specific amount of work under this agreement. The parties shall enter into a task order for each assignment awarded to the Engineer by the County. The specific services to be performed under these separate task orders will be determined by the County and agreed to by the Engineer. Each separate task order will contain specific scope of work, time schedule, charges and payment conditions, and additional terms and conditions applicable to that specific contract.

7.3.4 Monroe County's performance and obligation to pay under this contract is contingent upon an annual appropriation by the transportation funding agency, the Board of County Commissioners and the approval of the Board members at the time of contract initiation and its duration.

ARTICLE VIII

8.1 APPLICABLE LAW

This contract is governed by and construed in accordance with the laws of the State of Florida applicable to contracts made and performed entirely in the State. Venue for any mediation, dispute conferences or litigation arising under this contract must be in Monroe County, Florida. The Parties waive their rights to a trial by jury.

ARTICLE IX

9.1 SUCCESSORS AND ASSIGNS

The Engineer shall not assign its right hereunder, excepting its right to payment, nor shall it delegate any of its duties hereunder without the written consent of the Owner. The Owner and Engineer, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement.

ARTICLE X

**NO THIRD PARTY BENEFICIARIES
AND INDEPENDENT CONTRACTOR RELATIONSHIP**

10.1 NO THIRD PARTY BENEFICIARIES

Nothing contained herein shall create any relationship, contractual or otherwise, between the parties which creates or gives rise to any rights in favor of, any third party.

10.2 INDEPENDENT CONTRACTOR RELATIONSHIP

The Engineer is and shall be an independent contractor in the performance of all work, services, and activities under this Agreement and is not an employee, agent or servant of the County. The Engineer shall exercise control over the means and manner in which it and its employees perform the work and in all respects the Engineer's relationship and the relationship of its employees to the County shall be that of an independent contractor and not as employees or agents of the County. The Engineer does not have the power or authority to bind the County in any promise, agreement or representation other than such power and authority that is specifically provided for in this Agreement.

ARTICLE XI

11.1 INSURANCE

11.1.1 The Engineer shall obtain insurance as specified and maintain the required insurance at all times that this Agreement is in effect. Professional Liability Insurance shall also be maintained as specified. In the event the completion of the project (to include the work of others) is delayed or suspended as a result of the Engineer's failure to purchase or maintain the required insurance, the Engineer shall indemnify the County from any and all increased expenses resulting from such delay.

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11.1.2 The coverage provided herein shall be provided by an insurer with an A.M. Best Rating of VI or better, that is licensed to do business in the State of Florida and that has an agent for service of process within the State of Florida. The insurance certificate shall contain an endorsement providing thirty (30) days notice to the County prior to any cancellation of said coverage. Said coverage shall be written by an insurer acceptable to the County and shall be in a form acceptable to the County.

11.1.3 Engineer shall obtain and maintain the following policies:

- A. Workers' Compensation insurance as required by the State of Florida.
- B. Employers Liability Insurance with limits of \$100,000 per Accident, \$500,000 Disease, policy limits, \$100,000 Disease each employee.
- C. Comprehensive business automobile and vehicle liability insurance covering claims for injuries to members of the public and/or damages to property of others arising from use of motor vehicles, including onsite and offsite operations, and owned, hired or non-owned vehicles, with Three Hundred Thousand Dollars (\$300,000.00) combined single limit and Three Hundred Thousand Dollars (\$300,000.00) annual aggregate.
- D. Commercial general liability covering claims for injuries to members of the public or damage to property of others arising out of any covered act or omission of the Engineer or any of its employees, agents or subcontractors or subconsultants, including Premises and/or Operations, Independent Contractors; Broad Form Property Damage and a Contractual Liability Endorsement with Five Hundred Thousand Dollars (\$500,000.00) per occurrence and annual aggregate.
- E. Professional liability insurance of Five Hundred Thousand Dollars (\$500,000.00) per claim and One Million Dollars (\$1,000,000.00) annual aggregate. If the policy is a "claims made" policy, Engineer shall maintain coverage or purchase a "tail" to cover claims made after completion of the project to cover the statutory time limits in Chapter 95 of the Florida Statutes.
- F. County shall be named as an additional insured with respect to Engineer's liabilities hereunder in insurance coverage identified in Paragraphs C and D.
- G. Engineer shall require its subconsultants to be adequately insured at least to the limits prescribed above, and to any increased limits of Engineer if so required by County during the term of this Agreement. County will not pay for increased limits of insurance for subconsultants.
- H. Engineer shall provide to the County certificates of insurance including those showing the County as a named insured as required above. County reserves the right to require a certified copy of such policies upon request.

ARTICLE XII
TERMINATION

12.1 Either party hereto may terminate this contract prior to expiration upon giving seven (7) days written notice to the other in the event that such other party negligently or for any reason substantially fails to perform its material obligations set forth herein. No termination expenses shall be paid by the Owner after the date of notice of termination.

12.2 The Owner may terminate this Contract without cause by giving the other party fifteen (15) days written notice of its intention to do so. Termination expenses shall include expenses available under the contract through the date on the notice of termination and shall not include any additional services required in order to stop performance of services, unless agreed to in writing by the County and subject to audit for the purpose of verification.

ARTICLE XIII
ENTIRE AGREEMENT

13.1 This contract constitutes of the form of agreement, the exhibits that are attached and made a part of the contract, the response document, and the documents referred to in the form of agreement as a part of this contract. In the event any conflict between any of those contract documents, the one imposing the greater burden on the Engineer will control.

13.2 A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on 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 property to 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 of the Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

ARTICLE XIV
DISPUTE RESOLUTION

14.1 County and Engineer agree that all disputes and disagreements shall first be attempted to be resolved by meet and confer sessions between representatives of each of the parties. If no resolution can be agreed upon within 30 days after the first meet and confer session, the issue or issues shall be submitted to mediation before a mediator mutually agreed to by the parties. The cost of mediation shall be shared equally. The parties agree that mediation is a condition precedent to the institution of legal or equitable proceedings by either party. Request for mediation shall be in writing and sent to the other party. The parties shall agree on a mediator to hear the dispute.

14.2 Mediation shall be held in Monroe County, Florida in a location in Key West; the location may be moved only by mutual agreement of the parties.

14.3 Agreements reached in mediation shall be reduced to writing and signed by the representative of each party; however agreements must be approved by the Board of County Commissioners to be enforceable. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction in Monroe County.

14.4 Nothing in this Agreement shall be construed to interfere with a subsequent order from any court of competent jurisdiction ordering the parties to enter into mediation after institution of legal or equitable proceedings.

14.5 Arbitration is specifically rejected by the parties as a method of settling disputes which arise under this agreement; neither of the parties shall be compelled by the other to arbitrate a dispute which may arise under this Agreement.

ARTICLE XV
Additional Requirements

15.1 The following items are part of this contract:

a) Engineer shall maintain all books, records, and documents directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles consistently applied. Each party to this Agreement or their authorized representatives shall have reasonable and timely access to such records of each other party to this Agreement for public records purposes during the term of the Agreement and for four years following the termination of this Agreement. If an auditor employed by the County or Clerk determines that monies paid to Engineer pursuant to this Agreement were spent for purposes not authorized by this Agreement, the Engineer shall repay the monies together with interest calculated pursuant to F.S. Sec. 55.03, running from the date the monies were paid to County.

b) **Governing Law, Venue, Interpretation, Costs, and Fees:** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida applicable to contracts made and to be performed entirely in the State. In the event that any cause of action or administrative proceeding is instituted for the enforcement or interpretation of this Agreement, the County and Engineer agree that venue will lie in the appropriate court or before the appropriate administrative body in Monroe County, Florida. The Parties waive their rights to a trial by jury. The County and Engineer agree that, in the event of conflicting interpretations of the terms or a term of this Agreement by or between any of them the issue shall be submitted to mediation prior to the institution of any other administrative or legal proceeding, pursuant to this agreement.

c) **Severability.** If any term, covenant, condition or provision of this Agreement (or the application thereof to any circumstance or person) shall be declared invalid or unenforceable to any extent by a court of competent jurisdiction, the remaining terms, covenants, conditions and provisions of this Agreement, shall not be affected thereby; and each remaining term, covenant, condition and provision of this Agreement shall be valid and shall be enforceable to the fullest extent permitted by law unless the enforcement of the remaining terms, covenants, conditions and provisions of this Agreement would prevent the accomplishment of the original intent of this Agreement. The County and Engineer agree to reform the Agreement to replace

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any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

d) **Attorney's Fees and Costs.** The County and Engineer agree that in the event any cause of action or administrative proceeding is initiated or defended by any party relative to the enforcement or interpretation of this Agreement, each party shall pay its own attorneys' fees and costs.

e) **Binding Effect.** The terms, covenants, conditions, and provisions of this Agreement shall bind and inure to the benefit of the County and Engineer and their respective legal representatives, successors, and assigns.

f) **Authority.** Each party represents and warrants to the other that the execution, delivery and performance of this Agreement have been duly authorized by all necessary County and corporate action, as required by law. Each party agrees that it has had ample opportunity to submit this Contract to legal counsel of its choice and enters into this agreement freely, voluntarily and with advise of counsel.

g) **Claims for Federal or State Aid.** Engineer and County agree that each shall be, and is, empowered to apply for, seek, and obtain federal and state funds to further the purpose of this Agreement; provided that all applications, requests, grant proposals, and funding solicitations shall be approved by each party prior to submission.

h) **Adjudication of Disputes or Disagreements.** County and Engineer agree that all disputes and disagreements shall be attempted to be resolved under Section XIV of this agreement. If no resolution can be agreed upon within 30 days after mediation, then any party shall have the right to seek such relief or remedy as may be provided by this Agreement or by Florida law.

i) **Cooperation.** In the event any administrative or legal proceeding is instituted against either party relating to the formation, execution, performance, or breach of this Agreement, County and Engineer agree to participate, to the extent required by the other party, in all proceedings, hearings, processes, meetings, and other activities related to the substance of this Agreement or provision of the services under this Agreement. County and Engineer specifically agree that no party to this Agreement shall be required to enter into any arbitration proceedings related to this Agreement.

j) **Nondiscrimination.** Engineer and County agree that there will be no discrimination against any person, and it is expressly understood that upon a determination by a court of competent jurisdiction that discrimination has occurred, this Agreement automatically terminates without any further action on the part of any party, effective the date of the court order. Engineer or County agree to comply with all Federal and Florida statutes, and all local ordinances, as applicable, relating to nondiscrimination. These include but are not limited to: 1) Title VI of the Civil Rights Act of 1964 (PL 88-352) which prohibits discrimination on the basis of race, color or national origin; 2) Title IX of the Education Amendment of 1972, as amended (20 USC ss. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; 3) Section 504 of the Rehabilitation Act of 1973, as amended (20 USC s. 794), which prohibits

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discrimination on the basis of handicaps; 4) The Age Discrimination Act of 1975, as amended (42 USC ss. 6101-6107) which prohibits discrimination on the basis of age; 5) The Drug Abuse Office and Treatment Act of 1972 (PL 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; 6) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (PL 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; 7) The Public Health Service Act of 1912, ss. 523 and 527 (42 USC ss. 690dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patent records; 8) Title VIII of the Civil Rights Act of 1968 (42 USC s. et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; 9) The Americans with Disabilities Act of 1990 (42 USC s. 1201 Note), as maybe amended from time to time, relating to nondiscrimination on the basis of disability; 10) Any other nondiscrimination provisions in any Federal or state statutes which may apply to the parties to, or the subject matter of, this Agreement.

k) **Covenant of No Interest.** Engineer and County covenant that neither presently has any interest, and shall not acquire any interest, which would conflict in any manner or degree with its performance under this Agreement, and that only interest of each is to perform and receive benefits as recited in this Agreement.

l) **Code of Ethics.** County agrees that officers and employees of the County recognize and will be required to comply with the standards of conduct for public officers and employees as delineated in Section 112.313, Florida Statutes, regarding, but not limited to, solicitation or acceptance of gifts; doing business with one's agency; unauthorized compensation; misuse of public position, conflicting employment or contractual relationship; and disclosure or use of certain information.

m) **No Solicitation/Payment.** The Engineer and County warrant that, in respect to itself, it has neither employed nor retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for it, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of the provision, the Engineer agrees that the County shall have the right to terminate this Agreement without liability and, at its discretion, to offset from monies owed, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

n) **Public Access.** The Engineer and County shall allow and permit reasonable access to, and inspection of, all documents, papers, letters or other materials in its possession or under its control subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Engineer and County in conjunction with this Agreement; and the Engineer shall have the right to unilaterally cancel this Agreement upon violation of this provision by County.

o) **Non-Waiver of Immunity.** Notwithstanding the provisions of Sec. 768.28, Florida Statutes, the participation of the Engineer and the County in this Agreement and the acquisition of any commercial liability insurance coverage, self-insurance coverage, or local government liability insurance pool coverage shall not be deemed a waiver of immunity to the

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extent of liability coverage, nor shall any contract entered into by the County be required to contain any provision for waiver.

p) **Privileges and Immunities.** All of the privileges and immunities from liability, exemptions from laws, ordinances, and rules and pensions and relief, disability, workers' compensation, and other benefits which apply to the activity of officers, agents, or employees of any public agents or employees of the County, when performing their respective functions under this Agreement within the territorial limits of the County shall apply to the same degree and extent to the performance of such functions and duties of such officers, agents, volunteers, or employees outside the territorial limits of the County.

q) **Legal Obligations and Responsibilities: Non-Delegation of Constitutional or Statutory Duties.** This Agreement is not intended to, nor shall it be construed as, relieving any participating entity from any obligation or responsibility imposed upon the entity by law except to the extent of actual and timely performance thereof by any participating entity, in which case the performance may be offered in satisfaction of the obligation or responsibility. Further, this Agreement is not intended to, nor shall it be construed as, authorizing the delegation of the constitutional or statutory duties of the County, except to the extent permitted by the Florida constitution, state statute, and case law.

r) **Non-Reliance by Non-Parties.** No person or entity shall be entitled to rely upon the terms, or any of them, of this Agreement to enforce or attempt to enforce any third-party claim or entitlement to or benefit of any service or program contemplated hereunder, and the Engineer and the County agree that neither the Engineer nor the County or any agent, officer, or employee of either shall have the authority to inform, counsel, or otherwise indicate that any particular individual or group of individuals, entity or entities, have entitlements or benefits under this Agreement separate and apart, inferior to, or superior to the community in general or for the purposes contemplated in this Agreement.

s) **Attestations.** Engineer agrees to execute such documents as the County may reasonably require including a Public Entity Crime Statement, an Ethics Statement, and a Drug-Free Workplace Statement.

t) **No Personal Liability.** No covenant or agreement contained herein shall be deemed to be a covenant or agreement of any member, officer, agent or employee of Monroe County in his or her individual capacity, and no member, officer, agent or employee of Monroe County shall be liable personally on this Agreement or be subject to any personal liability or accountability by reason of the execution of this Agreement.

u) **Americans with Disabilities Act of 1990 (ADA).** The Engineer will comply with all the requirements as imposed by the ADA, the regulations of the Federal government issued thereunder, and the assurance by the Engineer pursuant thereto.

v) **Disadvantaged Business Enterprise (DBE) Policy And Obligation.** It is the policy of the County that DBE's, as defined in C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with County funds under this Agreement. The DBE requirements of applicable federal and state laws and

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regulations apply to this Agreement. The County and its Engineer agree to ensure that DBE's have the opportunity to participate in the performance of the Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that DBE's have the opportunity to compete and perform contracts. The County and the Engineer and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

w) Execution in Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be regarded as an original, all of which taken together shall constitute one and the same instrument and any of the parties hereto may execute this Agreement by signing any such counterpart.

x) Section Headings. Section headings have been inserted in this Agreement as a matter of convenience of reference only, and it is agreed that such section headings are not a part of this Agreement and will not be used in the interpretation of any provision of this Agreement.

y) Notwithstanding any other provision to the contrary in this Contract and to the fullest extent permitted by law, neither Owner nor Engineer shall be liable, whether based on contract, tort, negligence, strict liability, warranty, indemnity, error and omission or any other cause whatsoever, for any consequential, special, incidental, indirect, punitive or exemplary damages, or damages arising from or in connection with loss of power, loss of use, loss of revenue or profit (actual or anticipated), loss by reason of shutdown or non-operation, increased cost of construction, cost of capital, cost of replacement power or customer claims, and Engineer hereby releases Owner and Owner hereby releases Engineer from any such liability.

BALANCE OF PAGE INTENTIONALLY LEFT BLANK.

Signatures on Following Page

Contract for Transportation Planning Services – URS Corporation Southern

Attest: [Signature] HAGE, Clerk
By: [Signature] Deputy Clerk
3-16-11



BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By: [Signature]
Mayor/Chairman

URS CORPORATION SOUTHERN

By: [Signature]
Signature

Vice-President
Title
Carlos Garcia
Print Name

Date: February 7, 2011

1) WITNESS:
By: [Signature]
Signature
Julio Bouche
Print Name

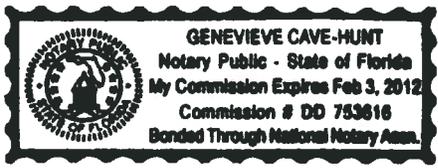
2) WITNESS
By: [Signature]
Signature
Gigi Bechara
Print Name

DATE: FEBRUARY 21 2011
Clerk of Court
HAGE
FOR RECORD
MONROE COUNTY ATTORNEY
APPROVED AS TO FORM
Date: 2-16-11
2011 MAR 21 PM 2:18

STATE OF Florida
COUNTY OF Miami-Dade

On this 7 day of February 2011, before me the person whose name is subscribed above, and who produced (personally known) as identification, acknowledged that he/she is the person who executed the above Contract for the purposes therein contained.

[Signature]
Notary Public
Genevieve Cave-Hunt
Print Name



My commission expires: February 3, 2012 Seal

Contract for Transportation Planning Services – URS Corporation Southern

EXHIBIT A
HOURLY FEES

Position	Billing Rate (In Dollars)			
	02/16/2011 to 12/31/2011	1/1/2012 to 12/31/2012	1/1/2013 to 12/31/2013	1/1/2014 to 02/15/2015
Project Manager	\$206.41	\$212.60	\$218.98	\$225.55
Senior Transportation Engineer/Planner	\$172.69	\$177.87	\$183.21	\$188.70
Transportation Engineer/Planner	\$96.76	\$99.66	\$102.65	\$105.73
CADD/Graphic Technician	\$89.16	\$91.83	\$94.59	\$97.43
Clerical	\$51.22	\$52.76	\$54.34	\$55.97