



MIAMI-DADE EXPRESSWAY AUTHORITY

3790 NW 21 St. // Miami, FL 33142

www.mdxway.com

MDX PROCUREMENT/CONTRACT NO.:
RFP-16-01(A)

MDX WORK PROGRAM NO.:
N/A

MDX PROJECT/SERVICE TITLE:
INSPECTION AND REPORTING SERVICES FOR MDX
STRUCTURES

EXHIBIT D
METHOD OF COMPENSATION

MDX Procurement/Contract No. RFP-16-01(A)
MDX Work Program No. N/A
MDX Project/Service Title: Inspection and Reporting Services for MDX Structures

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1.0 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 Procedures 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.

2.0 COMPENSATION:

For the satisfactory completion of the Services, MDX will pay the Consultant the amount specified in each Task Authorization. The Contract has a Total not to exceed amount of One Million Three Hundred and Seven Thousand Eight Hundred and Ten Dollars and Zero Cents (\$1,307,810.00) including Optional Services for the Initial four (4) year term (Contract Amount). The supporting information provided in the tables of Attachment D.1 is a direct product of the information generated during the Consultant’s final negotiations with MDX.

It is agreed that the amount specified in each Task Authorization will be the limit of all compensation due to the Consultant for the Services detailed in Exhibit A, Scope of Services.

MDX will issue Task Authorizations at its sole discretion to either member of the pool of consultants. However, MDX shall only compensate the Consultant the approved amount of each Task Authorization pursuant to the terms of the Task Authorization. MDX will attempt to distribute the work evenly amongst the pool of consultants, however, no work is guaranteed to any member of the pool.

2.1 Summary of Compensation

Fees for each Task Authorization will be established as a limiting amount or as a lump sum amount, based on the rates established herein. Task Authorizations shall be issued by the MDX Director of Engineering or designee authorizing the Services, specifying the work to be done, and the agreed upon limiting or lump sum amount of compensation.

The Consultant shall be compensated only for those pay items performed that are listed in this Agreement. Services not covered by this Agreement shall require a Supplemental Agreement.

If Task Authorizations are negotiated as a limiting amount, it shall be the responsibility of the Consultant to ensure at all times that sufficient funding remains within the limiting amount established for each Task Authorization to perform

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authorized Services. Changes in a limiting amount shall require a revision to the Task Authorization as approved by MDX. The Consultant shall not be obligated to perform Services or incur costs which would result in exceeding the limiting amounts described herein, except to the extent said amounts are increased by a revision to a Task Authorization as approved by MDX.

2.2 Details of Compensation

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

2.2.1 Basic Services

For Basic Services, MDX shall issue Task Authorizations indicating the number of units for each task at the negotiated lump sum rate per task as detailed in table 1.0 of Attachment D.1. The Consultant shall receive progress payments at the rates established therein and as agreed upon in the Task Authorization.

2.2.2. Optional Services

MDX may request Optional Services under this agreement on an as needed basis. A Task Authorization shall be issued by MDX describing the Services to be performed and the compensation due to the Consultant based on the Actual Rates (Capped based on the MDX ERC) X Negotiated Multiplier of 3.0 + Material + Equipment (market value price).

3.0 INVOICING PROCEDURE:

- 3.1 The Consultant will perform the Services in prompt and efficient manner and complete the Services within the time requirements set forth in the Contract Documents.
- 3.2 The Consultant will be eligible for progress payments under this Agreement at intervals not less than monthly or when individual tasks or milestones defined in this Agreement are completed or reached. The amount invoiced shall be in accordance with the terms herein. Invoices for services shall be submitted to the Authority in detail sufficient for proper pre-audit and post audit thereof.

Payments to the Consultant will be made by the Authority on the basis of monthly invoices submitted by the Consultant for appropriate costs during the billing period. Consultant shall submit invoices no more than thirty (30) calendar days after the

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end of the billing period. The amount invoiced shall be in accordance with the terms herein. Payment for out-of-pocket expenses, directly related to Services performed, shall be invoiced as described herein. Invoices shall, to the extent practicable, include receipts or other evidence that the expenses have been incurred. Salaries, when used in this Agreement or any exhibit hereto, shall mean the base pay and shall not include any fringe benefits, governmental or otherwise, perquisites, incentives or any other form of compensation, remuneration or benefit which may accrue to the employee. Invoices for fees or other compensation for Services or expenses shall be submitted to the Authority in detail sufficient for a proper pre-audit and post audit thereof.

Whenever reimbursement is sought for travel expenses on behalf of MDX, a written pre-approval by the Director of Engineering or designee is required, such pre-approval shall accompany invoices which shall be submitted and paid in accordance with Section 112.061, Florida Statutes and MDX Travel Policy found on the MDX website. The MDX Travel Policy shall take precedence over Section 112.061, F.S.

- 3.3 MDX reserves the right to withhold payments for work not completed, or work completed unsatisfactorily, or work that is deemed inadequate or untimely by MDX. Any payment withheld shall be released and paid to the Consultant promptly when work is subsequently performed.
- 3.4 Invoice submittals shall include the following forms which are available on the MDX Website:
- 1) Original Invoice
 - 2) Certificate of Partial Payment/Final Payment, Waiver and Release from Contractor/Consultant **
 - 3) MDX Invoice Tracking Form**
 - 4) Certification of Disbursement to Subcontractors / Subconsultants / Suppliers **
 - 5) Contractor's/Consultant Final Release and Affidavit
 - 6) Copy of EXECUTED TA

Failure to submit the above forms properly executed may be cause for rejection of the invoice.

- 3.5 When submitting any invoice the Consultant shall certify under oath and in writing, in accordance with the formalities required by Florida law, that the invoice is submitted in good faith, that the supportive data is accurate and complete to the Consultant's best knowledge and belief, and that the amount of the invoice accurately reflects what the Consultant in good faith believes to be MDX's liability. Such certification must be made by an officer or director of the Consultant with the authority to bind the Consultant.

The Consultant also agrees to indemnify MDX for any costs and expenses, including but not limited to audit costs, attorneys' fees and expert witness fees that MDX

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incurs due to any fraudulent statements made by Consultant in said invoices.

- 3.6 The Consultant guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against him or any Subconsultant/Subcontractor in connection with the Agreement.
- 3.7 Invoices shall be paid in accordance with Florida Statutes and MDX's Invoice Dispute Resolution Procedure, contained in the MDX Procurement Policy as amended. The Consultant agrees to be bound by MDX's Invoice Dispute Resolution Procedure, as amended.
- 3.8 The Consultant will promptly pay all Subconsultants/Subcontractors their proportionate share of payments received from MDX. Payments to small businesses shall be paid pursuant to the Section entitled "Prompt Payment" of the MDX Small Business Policy. The Consultant shall not markup the Subconsultant/Subcontractors's invoice for any additional compensation for the Consultant.
- 3.9 The Consultant will maintain for this purpose an accounting system that is acceptable to MDX. The final invoice for the Contract will be accompanied by a job cost summary report generated by the Consultant's accounting system. The report will include at a minimum the total number of direct salary hours actually worked on the Contract, the total direct salary and wage cost for the Contract, the total direct vehicle expenses for the Contract, and the total miscellaneous direct expenses for the Contract.
- 3.10 The Contract will be considered completed when the Project has been finally accepted by MDX and all the Services and any corrections to the Services, if required, has been accepted by MDX. The Consultant will then be released from further obligation, except as provided herein.

4.0 PAYMENT TO THE CONSULTANT

- 4.1 Payment or use of any deliverables or portions thereof by MDX shall not constitute an acceptance of any Services not in accordance with the Contract Documents or the Agreement. MDX may refuse to make the whole or part of any payment because of subsequently discovered evidence or the result of subsequent inspections or tests that nullify any previous payment, to the extent that is reasonably necessary to protect MDX because:
 - 4.1.1 Any deliverables of the Services is defective, deficient, or completed Services has been deemed unsatisfactory requiring correction or replacement, or
 - 4.1.2 The Services does not comply with MDX/FDOT procedural requirements, or
 - 4.1.3 The amount of payment due to the Consultant has been reduced by a

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Supplemental Agreement, or

- 4.1.4** MDX has been required to correct defective Services or complete Services in accordance with the provisions setting forth MDX's right to correct defective Services, or
 - 4.1.5** MDX has actual knowledge of the occurrence of any of the events that constitute cause for termination of the Contract, or
 - 4.1.6** Claims have been made against MDX on account of Consultant's performance or furnishing of the Services, or
 - 4.1.7** There are other items entitling MDX to set-off against the amount for which application is made.
- 4.2** The payment made to the Consultant for performing the Services may be changed only by a Supplemental Agreement signed by both parties. The value of any Service covered by such Supplemental Agreement shall be determined by mutual agreement between MDX and the Consultant.
- 4.3** Nothing in this section is intended to replace or amend the section of the Professional Services Agreement entitled Disputes, Dispute Resolution and Claims

5.0 CONTRACT CLOSEOUT:

5.1 Final Audit:

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

5.2 Certificate of Completion:

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

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

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6.0 ATTACHMENTS:

D.1 Compensation Rates*

D.2 MDX Rate Schedule of Established Caps**

D.3 Invoice Submittal Forms:

- a. Certificate of Partial Payment/Final Payment, Waiver and Release from Contractor/Consultant **
- b. MDX Invoice Tracking Form**
- c. Certification of Disbursement to Subcontractors / Subconsultants / Suppliers **
- d. Contractor's/Consultant Final Release and Affidavit
- e. Copy of EXECUTED TA

D.4 FDOT Negotiation Handbook Professional Services Contract (2/24/16)

* Upon contract negotiation

** Available on MDX website



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**EXHIBIT D.1 to MOC
COMPENSATION RATES**

Compensation Rates			Basis of Payment		
Item Description		Units	Negotiated Unit Price/Rate		
Basic Services					
1	Routine Bridge Inspection	Each	\$2,200.00		
2	Routine Overhead Sign/ORT Gantry Inspection	Each	\$1,515.00		
3	Routine High Mast Lighting / ITS Poles	Each	\$950.00		
4	Emergency Bridge Inspections	Each	\$4,200.00		
Qualifiers for Basic Services (1 - 4)					
a	Special (Length > 1000 ft)	Each	\$1,600.00		
b	Underwater Inspection	Each	\$1,300.00		
c	Segmental / post and/or pre tension	Each	\$2,649.00		
d	Initial Bridge Inspections *	Each	\$500.00		
e	Initial Sign / HMLP Inspections	Each	\$300.00		
f	Small cable stay (Wing)	Each	\$4,880.00		
5	Load Ratings	Each	\$2,550.00		
Qualifiers for Basic Service (5)					
g	Steel Box	Each	\$14,000.00		
h	Length > 2000 ft	Each	\$6,500.00		
i	Segmental	Each	\$120,000.00		
Optional Services **			CAPS	ACTUALS	MATERIALS EQUIPMENT
6	Chief Engineer	Hour	\$77.00	To be approved upon TA issuance	market price upon TA issuance
7	Project Manager	Hour	\$69.61		
8	Certified Bridge Inspector	Hour	\$32.49		
9	Engineer	Hour	\$38.00		
10	Senior Engineer	Hour	\$59.54		

Note:

Qualifiers (a - f) are in addition to the basic services (1 - 4)

Qualifiers (g - i) are in addition to Load Ratings basic service (5)

Example:

A. Bridge Inspection having 1200 ft of length, and elements underwater

Add 1 + a + b

B. 2100 ft Segmental Bridge Load Rating.

Add 5+h+i

For reference, please see Attachment / Sheet 6b. For previous contract rates.

* This includes bridge widenings, Post Repair Bridge Inspections and
Post Rehabilitation Inspections

** The Unit Price/Rates under Optional Services, will include the following.

Actual Rates (Capped based on the MDX RSOEC) x Negotiated Multiplier (Using Consultant's Qualification Letter and
Capped at 3.0) + Materials + Equipment (Backup documentation to be submitted)



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EXHIBIT D.2 METHOD OF COMPENSATION
MDX ESTABLISHED RATE CAPS

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MDX Established Rate Caps to be utilized in all Contracts for Architectural and Engineering Services.

MDX Established Rate Caps			
Effective June 1, 2015			
Job Classifications/Title	Hourly Rate CAPS	Job Classifications/Title	Hourly Rate CAPS
Accountant	\$45.00	Designer	\$36.28
Acquisition Agent	\$29.44	Engineer	\$38.00
Appraiser	\$55.00	Engineering Intern	\$34.49
Archaeologist	\$22.98	Engineering Technician	\$23.34
Architect	\$32.45	Environmental Specialist	\$33.61
Architect Intern	\$27.12	Financing Analyst	\$60.00
Associate Appraiser	\$45.00	Geotechnical Engineer	\$52.25
CADD / Computer Technician / Programmer	\$28.00	Geotechnical Technician	\$28.33
CEI Asphalt Plant Inspector	\$24.00	GIS Specialist	\$32.10
CEI Contract Support Specialist	\$33.51	Graphic Designer	\$45.02
CEI Inspector / Engineer Intern	\$23.67	Inspector	\$30.88
CEI Inspector's Aide	\$17.44	Instrument Man	\$19.78
CEI Project Administrator / CEI Project Engineer	\$53.48	Landscape Architect Intern	\$24.51
CEI Res Compliance Specialist	\$20.28	Landscape Architect	\$35.86
CEI Senior Inspector / Senior Engineer Intern	\$32.60	Landscape Designer	\$29.10
CEI Senior ITS Inspector	\$40.00	Party Chief	\$30.44
CEI Senior Project Engineer	\$69.61	Planner	\$33.00
Certified Bridge Inspector	\$32.49	Program Director	\$100.00
Chief Archaeologist	\$46.49	Project Architect	\$41.01
Chief Engineer / Deputy Program Director for GEC Contracts	\$77.00	Project Engineer	\$53.48
Chief Planner	\$70.00	Project Manager / Program Controls Manager for GEC Contracts	\$69.61
Chief Scientist	\$56.86	Project Planner	\$38.47
Chief Utility Coordinator	\$53.00	Public Information Manager	\$60.00
Contract Coordinator	\$23.82	Public Information Officer	\$32.69

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MDX Established Rate Caps			
Effective June 1, 2015			
Job Classifications/Title	Hourly Rate CAPS	Job Classifications/Title	Hourly Rate CAPS
Public Information Program Officer	\$45.00	Senior Surveyor & Mapper	\$61.60
Quality Control Specialist	\$76.00	Senior Toll Specialist	\$110.00
Right-of-Way Relocation Agent	\$35.00	Senior Toll Specialist - Advisor	\$125.00
Right-of-Way Specialist	\$63.00	Senior Traffic Engineer	\$75.00
Rod Man / Chain Man	\$16.06	Senior Transit Specialist	\$96.00
Scheduler/Cost Estimator	\$40.00	Senior Utility Coordinator	\$41.00
Scientist	\$32.45	Specialist	\$34.74
Secretary / Clerical	\$25.84	Survey Technician	\$28.48
Senior Accountant	\$50.39	Surveying Intern	\$30.25
Senior Archaeologist	\$43.79	Surveyor & Mapper	\$52.47
Senior Architect	\$62.85	System Engineer	\$70.00
Senior Engineer	\$59.54	Technician Aid	\$18.56
Senior Engineering Technician	\$30.56	Telecommunications Specialist	\$70.00
Senior Environmental Specialist	\$72.00	TMC Manager	\$86.96
Senior Financing Specialist Advisor	\$150.00	TMC Manager, Assistant	\$45.02
Senior ITS/Technology Specialist	\$96.00	Toll Systems Specialist	\$40.00
Senior ITS Engineer	\$75.00	Toll Specialist	\$94.00
Senior Landscape Architect	\$51.80	Traffic Engineer	\$55.00
Senior Management / Program Management Advisor	\$125.00	Utility Coordinator	\$28.75
Senior Planner	\$65.65	Utility Locator	\$25.15
Senior QC Manager	\$85.00	Utility Technician	\$23.98
Senior Scheduler / Cost Estimator	\$50.00	Utility Senior Project Engineer	\$60.00
Senior Scientist	\$53.90		
Senior Specialist	\$45.10		

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These rates are the upper-limiting amount MDX will compensate for the listed classifications. In the event a Consultant's staff hourly rate falls below the MDX established rate cap for the classification, then the staff hourly rate shall be utilized. In the event the staff hourly rate exceeds the MDX established rate cap, then the MDX established rate cap shall take precedence.

Any Services for which a classification is not identified herein, and therefore a rate cap is not established, MDX will negotiate a rate as needed.