MIAMI-DADE EXPRESSWAY AUTHORITY
INSTITUTION OF HIGHER LEARNING/PUBLIC
ENTITY SERVICES AGREEMENT
MDX PROCUREMENT/CONTRACT NO. 10-09
INFORMATION TECHNOLOGY AND CIVIL
ENGINEERING SUPPORT SERVICES AND OTHER
RESEARCH AND RELATED SERVICES

THIS AGREEMENT (the “Agreement”), is made and entered into as of the 17th day of September, 2009 (The “Effective Date”) by and between
MIAMI-DADE EXPRESSWAY AUTHORITY (the “Authority” or “MDX”), a
body politic and corporate, a public instrumentality and an agency of the
State of Florida, created pursuant to Chapter 348, Part I, Florida Statutes,
acting by and through its Governing Board, and THE FLORIDA
INTERNATIONAL UNIVERSITY BOARD OF TRUSTEES (FIU), a public
university of the State of Florida, as provided in Section 1000.21(6), Florida
Statutes, and located at 11200 SW 8th Street, Miami, Florida 33199.

WITNESSETH:
WHEREAS, MDX and FIU, desire to enter into an Agreement for the
purposes of FIU to provide information technology, civil engineering support
services, and other research and related services, including but not limited to,
the conceptualization, planning, feasibility analysis, of an Advanced Bus
Rapid Transit System and Advanced Transit Oriented Developments
(Advanced TODs) on the Dolphin Expressway and related corridors, structures health monitoring, (SHM), nondestructive testing (NDT),
structural assessment, quality assurance and quality control (QA/QC),
laboratory testing, intelligent transportation systems (ITS) analysis and
implementation plans, revenue prediction modeling, operation management,
safety/accident mitigation, software and web development, and other
environmental services of planned, new, and existing MDX infrastructure, as
well as providing training for MDX through a series of professional seminars
and workshops; and
WHEREAS, the services to be performed will not replicate other services previously contracted for by MDX, but will provide a cost-effective option for these varied services.

NOW THEREFORE, in consideration of the mutual understandings and covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledges, the parties agree as follows:

1. **Recitals.** The foregoing recitals are true and correct and are incorporated as if fully set out hereinbelow.

2. **Effective Date and Term.** This Agreement shall be for a term of three (3) years, effective on the date indicated above.

3. **FIU Responsibilities.**
   A. Develop and provide a statement of each work task and the estimated fee according to Exhibit “B,” Fee Schedule.
   B. Identify and assign the most qualified personnel for each task.
   C. Provide Services that meet or exceed the scope of each authorized task.
   D. Furnish travel to and from work locations.
   E. Provide General Liability and Workers’ Compensation insurance for all FIU employees working within the MDX sites or premises as provided by the State of Florida Risk Management Trust Fund established pursuant to Chapter 284, Florida Statutes.

4. **MDX Responsibilities.**
   A. Specify work objectives and issue Task Authorizations within the Scope of Services, Exhibit “A.” FIU shall have the opportunity to review each Task Authorization issued by MDX and, if accepted, FIU’s authorized representative shall countersign the Task Authorization and work shall then commence on that Task Authorization.
   B. Provide as-built engineering drawings and inspection reports as needed to perform the services.
   C. Permit access to bridge sites.
   D. Provide temporary lane closures, as needed and in coordination with FIU.

5. **Compensation and Payment.**
A. MDX agrees to pay FIU for the herein described services as set out in Exhibit “C,” “Method of Compensation,” attached hereto and made a part hereof.

B. If this Agreement involves units of deliverables, then such units must be received and accepted in writing by the MDX Executive Director prior to payments.

C. The bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.

D. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to MDX at all times during the period of this Agreement and for three (3) years after final payment for the work pursuant to this Agreement is made. Copies of these documents and reports shall be furnished to MDX upon request. Records of costs incurred shall include the general accounting records and the project records, together with supporting documents and records of FIU and all subcontractors performing work under this Agreement.

E. Both Parties agree that payment for the Services defined in the Scope of Services, Exhibit “A,” will be made at the rates specified in Exhibit “B,” Fee Schedule, after receipt of and approval of the invoice by the MDX Executive Director.

F. MDX does not guarantee that the annual upper limiting amount or the overall upper limiting amount of this Agreement shall be expended. This amount is only an estimate based on MDX’s anticipated needs that may change from time to time during the period of this Agreement.

6. **Indemnity.** To the extent permitted by Florida Law, FIU indemnifies, saves and holds harmless MDX for any and all claims, demands, actions or causes of action of any nature or character whatsoever, arising out of or by reason of FIU’s execution or FIU’s performance of the services provided hereunder. It is understood and agreed that FIU is not required to indemnify MDX for claims demands, or liability arising out of MDX’s negligence or the negligence of any third party.

7. **Compliance With Laws.**

   A. FIU shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and Section 1004.22(2), Florida Statutes, and made or received by FIU in conjunction with this Agreement. Failure by
FIU to grant such public access shall be grounds for immediate unilateral cancellation of the Agreement by MDX.

B. MDX shall consider the employment of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If FIU knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of the Agreement.

8. **Performance.** FIU agrees to perform the Services and furnish all materials, equipment, supplies and labor necessary and shall meet all terms and conditions and satisfy all requirements in the manner and to the full extent as set forth herein. The performance shall be to the satisfaction of the MDX Executive Director who shall have at all times full opportunity to review the Services performed pursuant to this Agreement.

9. **Termination and Default.**

A. Upon thirty (30) days notice, this Agreement may be terminated by either party, in whole or in part, at any time, if the interest of the terminating party requires such termination.

B. If MDX determines that the performance of the Services is not satisfactory, MDX shall have the option of (a) immediately terminating the Agreement, or (b) notifying FIU of the deficiency with a requirement that the deficiency be corrected within a specified time, otherwise the Agreement will be terminated at the end of such time, or (c) taking whatever action is deemed appropriate by MDX.

C. If the Agreement is terminated before performance is completed, FIU shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the Agreement price as the amount of work satisfactorily completed in a percentage of the total Work called for by this Agreement. A copy of all work in progress will be turned over promptly by FIU, and except for that work that meets the definition of Intellectual Property, as set out in section 15 of this Agreement, the work in progress at the time of termination of this Agreement will be deemed the property of MDX.

10. **Required Documentation.** FIU agrees it shall complete and submit to MDX the fully executed Sworn Statement on Public Entity
Crimes (Exhibit "D") and the Vendors' Bill of Rights and Responsibilities (Exhibit "E") at the time the Agreement is executed.

11. **Sovereign Immunity.** No provision of this Agreement shall be construed as a waiver of sovereign immunity by MDX or FIU.

12. **Assignment and Subcontracts.** FIU agrees it shall not assign or transfer any work under this Agreement without the prior written consent of MDX.

13. ** Discrimination.** FIU agrees that it shall in no way discriminate on the basis of race, color, sex, national origin, religion, age or disability in the performance of the Services with any contractor, supplier, subcontractor, or consultant under a contract with any public entity.

14. **Construction and Captions.** All words used herein in the singular form will extend to and include the plural. All words used in the plural form will extend to and include the singular. All words used in any gender will extend to and include all genders. The captions contained in this Agreement are for the convenience of the Parties only and shall not be construed to limit or otherwise define the scope of this Agreement.

15. **Intellectual Property.** Intellectual property (including but not limited to inventions and works or authorship) made in performance of this Agreement or any Task Authorization issued pursuant to this Agreement will be owned solely by FIU ("FIU Intellectual Property"); provided that FIU hereby grants to MDX a royalty-free, non-exclusive, paid up license to use FIU Intellectual Property delivered to MDX for MDX's own purposes in Miami-Dade County, Florida. The license given by FIU to MDX, or any part or interest thereof or therein, may not be sublicensed, assigned or transferred in any way by MDX to any other entity or person, and any attempt to do so shall be null and void. MDX shall promptly disclose to FIU any invention which it makes in performance of this Agreement or any Task Authorization issued pursuant to this Agreement. MDX shall include the requirements of this section in any subcontract, consulting or other agreement which MDX enters into relating to the work which is the subject of this Agreement or any Task Authorization issued pursuant to this Agreement. MDX shall further include provisions in such subcontract, consulting or other agreement, that any invention developed by the subcontractor or consultant shall be deemed a "work for hire" owned by FIU, and in the event that the invention is not deemed a "work for hire," then the subcontractor or consultant agrees to assign all its
right, title and interest in the invention to FIU. The terms herein shall survive expiration or termination of this Agreement.

16. **Confidentiality.**

16.1 "Confidential Information" shall mean any and all proprietary information of either party which may be exchanged between the parties at any time and from time to time during the term hereof and pursuant to Task Authorizations issued hereunder. The party wishing to maintain a document confidential shall, at the time of its disclosure to the other party, mark the document in writing as “Confidential.” Information transmitted orally or visually and identified by the disclosing party at the time of disclosure as being proprietary or confidential shall be considered “confidential information” covered under this Agreement if the disclosing party summarizes the information in writing, confirming in the written summary that the information is “confidential” or “proprietary” and transmits that written summary to the receiving party within ten (10) days of the oral or visual disclosure of the information. Information shall not be considered confidential to the extent that it:

a. Is publicly disclosed through no fault of any party hereto, either before or after it becomes known to the receiving party; or

b. Was known to the receiving party prior to the date of this Agreement, which knowledge was acquired independently and not from the other party hereto (including such party's employees); or

c. Is subsequently disclosed to the receiving party in good faith by a third party who has a right to make such disclosure; or
d. Has been published by a third party as a matter of right; or

e. Is required to be disclosed by law or court order, in which event the party required to make such disclosure shall limit the same to the minimum required to comply with the law or court order, and prior to making such disclosure that party shall make all reasonable efforts to notify the other party of the request for disclosure of the information.

16.2 Each party's Confidential Information shall be and shall remain the property of that party.

16.3 The parties agree that each other's Confidential Information shall not be disclosed by the other party to any third parties without the first party's prior written consent. Each Party agrees that it shall not, without the prior written consent of the other party, directly or indirectly, use any Confidential Information of the other party for any purpose other than performance under an agreement or any Task Authorization executed between the parties under this Agreement, and agrees to take all reasonable precautions necessary to prevent the unauthorized use, dissemination or disclosure of the Confidential Information during and for a period of five (5) years after the later of: (1) the Confidential Information was disclosed to the other party or (2) termination or expiration of this Agreement and all Task Authorizations executed under this Agreement.

16.4 Nothing in this Agreement shall prevent FIU or MDX from complying with the requirements of Chapter 119, Florida Statutes or Section 1004.22(2), Florida Statutes, regarding disclosure of public documents.

16.5 Subject to the confidentiality requirements of this Agreement, nothing contained in this Agreement shall preclude FIU or its employees or students from publishing and copyrighting scholarly articles, abstracts, theses and similar documents
concerning the research conducted under this Agreement or any Task Authorization executed by the parties.

17. **Miscellaneous.**

A. This Agreement embodies the whole and complete Agreement of the Parties. There are no promises, terms, conditions, or obligations other than those contained herein, and the Agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the Parties hereto. Any Amendment to this Agreement must be in writing and executed by both Parties to this Agreement.

B. It is understood and agreed by the Parties hereto that if any part, term or provision of this Agreement is by the courts held to be illegal or in conflict with any law of the State of Florida, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular part, term or provision held to be invalid. This Agreement shall inure to the benefit of, and be binding upon the Parties or any successor(s).

C. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue of any litigation arising out of this Agreement shall be in Miami-Dade County, Florida.

18. **Notices.** Notices required under this Agreement shall be in writing and delivered via electronic mail or U.S. Mail as follows:

To the Authority: Javier Rodriguez  
Executive Director  
3790 NW 21st Street  
Miami, FL 33142  
jrodriguez@mdxway.com

With a copy to: Pamela S. Leslie  
General Counsel  
3790 NW 21st Street  
Miami, FL 33142  
pleslie@mdxway.com
To FIU: Amir Mirmiran
Professor and Dean
College of Engineering and Computing
Florida International University
College of Engineering and Computing
10555 West Flagler Street
Miami, FL 33174

With a copy to: Robert Gutierrez
Director, Pre-Award, Office of Sponsored
Research Administration
Florida International University
11200 SW 8 St., MARC 430
Miami, FL 33199
gutierrr@fiu.edu

19. **Attachments.** The following attachments are incorporated and
made a part of this Agreement:

Exhibit “A” Scope of Services
Exhibit “B” Fee Schedule
Exhibit “C” – Method of Compensation
Exhibit “D” – Sworn Statement on Public Entity Crimes
Exhibit “E” – Vendors' Bill of Rights and Responsibilities
IN WITNESS WHEREOF, the Parties have executed this Agreement by their duly authorized Representatives on the day, month and year set forth above.

For The Florida International University Board of Trustees

Authorized Signature

Mark B. Rosenberg, President
Print Name and Title

For Miami-Dade Expressway Authority

Reviewed by:

Alfred Lurigados, P.E.
Director of Engineering

Marie Shafer
Chief Financial Officer

Pamela S. Leslie
General Counsel
EXHIBIT "A"
SCOPE OF SERVICES

AGREEMENT BETWEEN MIAMI-DADE EXPRESSWAY AUTHORITY AND FLORIDA INTERNATIONAL UNIVERSITY FOR THE PROVISION OF INFORMATION TECHNOLOGY AND CIVIL ENGINEERING SUPPORT SERVICES

The following Services are to be provided by Florida International University (FIU) to Miami-Dade Expressway Authority (MDX) pursuant to the provisions of an Agreement between the Parties:

1. Perform structural evaluation of new and existing MDX bridge structures which may include bridge rating, in-situ live-load testing and service life analysis, in order to quantitatively assess the condition of MDX bridges and to provide rational bases for prioritization or repair or replacement for MDX bridge structures.

2. Perform real-time monitoring and provide early-warnings on new construction and existing MDX bridge structures, including monitoring of crack growth and propagation, excessive deformations and vibrations, new materials performance, damage incurred during transportation and erection, and damages resulting from either man-made or natural disasters.

3. Perform structural diagnostics of damages structures using computer simulations and field measurements.

4. Provide design recommendations and construction specifications for structural rehabilitation, such as but not limited to, fiber reinforced polymer (FRP) retrofits.

5. Provide quality assurance and quality control (QA/QC) for MDX Projects through construction management (CM) processes and laboratory testing services.

6. Analyze congestion, travel time, and accident data through intelligent transportation systems (ITS) with live data feed and back office data analysis and mining.

7. Assist with planning and management of MDX infrastructure through simulation and revenue prediction modeling.

8. Provide training for MDX through a series of seminars and workshops, primarily related to and including but not limited to, bridge design guidelines, high-performance concrete materials, and FRP retrofits.
9. Provide traffic engineering and functional analysis services on ITS projects.
10. Provide services to help conceive, plan, determine if feasible, and a
    Bus Rapid Transit Project.
11. Provide other support services as needed and as agreed to mutually by
    the Parties.

No work will be commenced by FIU prior to issuance, and written accepted
by FIU's authorized representative, of a specific Task Authorization (TA)
executed by the MDX Executive Director, which TA may include one or more
of the above services. Services may be performed both on the FIU campus
and in the field on MDX facilities; however, no MDX funds shall be expended
for Work that does not directly relate and benefit the MDX system and its
users as described in TAs issued by the Executive Director.
### Exhibit “B” Fee Schedule

**FOR FISCAL YEAR 07/01/2009 to 06/30/2010**

<table>
<thead>
<tr>
<th>POSITION/TITLE</th>
<th>HOURLY RATE*</th>
<th>FRINGE BENEFIT*</th>
<th>Billing Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Undergraduate Assistant</td>
<td>$12.0</td>
<td>$0.92</td>
<td>$12.92</td>
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<tr>
<td>Graduate Assistant</td>
<td>$18.0</td>
<td>$1.38</td>
<td>$19.38</td>
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<tr>
<td>Senior Graduate Assistant</td>
<td>$22.0</td>
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<tr>
<td>Research Assistant</td>
<td>$25.0</td>
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<td>$32.43</td>
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<td>Senior Research Assistant</td>
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<td>Research Associate</td>
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<td>$45.40</td>
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<tr>
<td>Senior Research Associate</td>
<td>$45.0</td>
<td>$13.37</td>
<td>$58.37</td>
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<td>Research Scientist</td>
<td>$60.00</td>
<td>$17.83</td>
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</tr>
<tr>
<td>Principal Investigator/Co-PI</td>
<td>$75.00</td>
<td>$22.29</td>
<td>$97.29</td>
</tr>
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</table>

| Equipment Usage Fee           | See “Detail Equipment Usage Fee” |
| Material Cost                 | AT COST         |
| Model Construction            | AT COST         |
| Transportation Cost           | AT COST         |
| Professional Services         | AT COST         |
| Disposal Fee                  | $125 per ton.  |

**FIU Indirect Cost Rate**  
15% of Direct Cost

FIU and MDX agree that payment for the services defined in the scope of services will be made at the rates specified in Exhibit “B”, Fee Schedule, after receipt and approval of invoice by the MDX’s Project Manager. As individuals from colleges or units of FIU other than from the College of Engineering and Computing are engaged, revisions to this fee agreement may be required to be agreed upon by the parties in order to conform to fees and costs appropriate to those individuals, colleges, and units of FIU.

*Fringe Benefits are estimated at FIU’s rate of 29.72% for all position except for for the graduate and undergraduate assistants, which is provided at a standard rate of 7.65%. The project will be charged the actual benefit costs of the individuals receiving payment from the project.*
## College of Engineering and Computing

**FOR FISCAL YEAR 07/01/2010 to 06/30/2011**

<table>
<thead>
<tr>
<th>POSITION/TITLE</th>
<th>HOURLY RATE*</th>
<th>FRINGE BENEFIT*</th>
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<tbody>
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<td>Graduate Assistant</td>
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<td>Principal Investigator/Co-PI</td>
<td>$77.25</td>
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<td>$100.21</td>
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</table>

**Equipment Usage Fee**

- **Material Cost**: At Cost
- **Model Construction**: At Cost
- **Transportation Cost**: At Cost
- **Professional Services**: At Cost
- **Disposal Fee**: $125 per ton

**FIU Indirect Cost Rate**: 15% of Direct Cost

*Fringe Benefits are estimated at FIU's rate of 29.72% for all positions except for the graduate and undergraduate assistants, which is provided at a standard rate of 7.65%. The project will be charged the actual benefit costs of the individuals receiving payment from the project.*

FIU and MDX agree that payment for the services defined in the scope of services will be made at the rates specified in **Exhibit “B”, Fee Schedule**, after receipt and approval of invoice by the MDX’s Project Manager. As individuals from colleges or units of FIU other than from the College of Engineering and Computing are engaged, revisions to this fee agreement may be required to be agreed upon by the parties in order to conform to fees and costs appropriate to those individuals, colleges, and units of FIU.
FOR FISCAL YEAR 07/01/2011 to 06/30/2012

<table>
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<th>POSITION/TITLE</th>
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<tr>
<td>Undergraduate Assistant</td>
<td>$12.73</td>
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<td>Graduate Assistant</td>
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<td>$79.57</td>
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<td>$103.22</td>
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| Equipment Usage Fee            | See “Detail Equipment Usage Fee” |
| Material Cost                  | At Cost                          |
| Model Construction             | At Cost                          |
| Transportation Cost            | At Cost                          |
| Professional Services          | At Cost                          |
| Disposal Fee                   | $125.00 per ton                  |

FIU Indirect Cost Rate          | 15% of Direct Cost               |

FIU and MDX agree that payment for the services defined in the scope of services will be made at the rates specified in Exhibit “B”, Fee Schedule, after receipt and approval of invoice by the MDX’s Project Manager. As individuals from colleges or units of FIU other than from the College of Engineering and Computing are engaged, revisions to this fee agreement may be required to be agreed upon by the parties in order to conform to fees and costs appropriate to those individuals, colleges, and units of FIU.

* Fringe Benefits are estimated at FIU’s rate of 29.72% for all position except for for the graduate and undergraduate assistants, which is provided at a standard rate of 7.65%. The project will be charged the actual benefit costs of the individuals receiving payment from the project.
## Detailed Equipment Usage Fee

<table>
<thead>
<tr>
<th><strong>TESTING SYSTEMS</strong></th>
<th>(Per Test)</th>
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<tbody>
<tr>
<td>Large-Scale Reaction Frame</td>
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<tr>
<td>Small-Scale Reaction Frame</td>
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<table>
<thead>
<tr>
<th><strong>TESTING APPARATUS</strong></th>
<th>(Per Test)</th>
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<tbody>
<tr>
<td>200-kip UTM-Instron Dynamic Testing Machine</td>
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<td>60-kip UTM-Tinius Olsen Machine</td>
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<td>20-kip UTM-Satec Static Testing Machine</td>
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<td>400-kip Compression Machine</td>
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<td>Triaxial Testing</td>
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<td>Unconfined Compression machine</td>
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<td>Direct Shear</td>
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<td>Consolidometer</td>
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<td>GeoGauge</td>
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<td>Acoustic Emission</td>
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<td>Ultrasonic</td>
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<table>
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<tr>
<th><strong>ACTUATORS</strong></th>
<th>(Per Test)</th>
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<tbody>
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<td>270-kip Shorewestern Fatigue Rated Acuator</td>
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</tr>
<tr>
<td>150-kip Shorewestern Fatigue Rated Acuator</td>
<td>$250.00</td>
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<table>
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<tr>
<th><strong>HYDRAULIC EQUIPMENT</strong></th>
<th>(Per Test)</th>
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<tbody>
<tr>
<td>350-kip Enerpac Cylinder</td>
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<td>120-kip Enerpac Cylinder</td>
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<td>50-kip Enerpac Cylinder (for lateral load)</td>
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<tr>
<th><strong>INSTRUMENTATION</strong></th>
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<tr>
<td>LVDT's, Potentiometers, Strain Transducer - up to 8 sensors</td>
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<tr>
<td>LVDT's, Potentiometers, Strain Transducer - additional sensors</td>
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<tr>
<td>Load Cells</td>
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<td>Foil Gages (per gage)</td>
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<td>Embedded Gages (per gage)</td>
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<table>
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<tr>
<th><strong>DATA ACQUISITION</strong></th>
<th>(Per Test)</th>
</tr>
</thead>
<tbody>
<tr>
<td>25-Channel Vishay Data Acquisition</td>
<td>$300.00</td>
</tr>
<tr>
<td>32-Channel Megadac Data Acquisition</td>
<td>$400.00</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>VIDEO RECORDING</strong></th>
<th>(Per Test)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Video Camera</td>
<td>$45.00</td>
</tr>
<tr>
<td>Still Camera</td>
<td>$30.00</td>
</tr>
<tr>
<td>Internet Live Feed Camera</td>
<td>$60.00</td>
</tr>
</tbody>
</table>
Exhibit “C”

Method of Compensation
Agreement Between Miami-Dade Expressway Authority (MDX) and Florida International University (FIU)

1. This Exhibit details the limits of compensation to be made to FIU for the services set forth in Exhibit “A,” Scope of Services, and the method by which payment shall be made. The services to be provided pursuant to the Agreement shall be detailed in one or more Task Authorizations issued by the MDX Executive Director and accepted in writing by FIU’s authorized representative, and shall be requested by MDX on an “as needed basis.”

2. Upon satisfactory performance of services as described in Exhibit “A,” Scope of Services, and upon submission of properly detailed invoices amenable to pre and post-Audit by MDX, FIU will be paid in accordance with the unit rates shown in Attachment “B,” Fee Schedule, attached hereto and incorporated into this Agreement and as set forth in each Task Authorization.

3. Billings may not exceed the cap set out in each Task Authorization and in no event shall MDX pay FIU for services in an amount exceeding Five Hundred Thousand Dollars ($500,000) for the period of this Agreement.
EXHIBIT D

SWORN STATEMENT ON PUBLIC ENTITY CRIMES
(PURSUANT TO SECTION 287.133, FLORIDA STATUTES)

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC
OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

Legal Entity Name of Bidder: The Florida International University Board of Trustees

Authorized Representative's Name: Mark B. Rosenberg, President

Mailing Address: 11200 SW 8 Street, Modesto A. Maidique Campus

Miami Florida 33199

City State Zip

Federal Identification Number (FEIN): 6250177616 (If the Person (as defined herein) has no FEIN, include the Social Security Number of the individual signing this Sworn Statement.)

1. On behalf of the proposer, I, understand that a "Public Entity Crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any business with any public entity or with an agency or political subdivision of any other state or the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

2. I, understand that "Convicted" or "Conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a Public Entity Crime, with or without an adjudication of guilt, in any federal or state court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

3. I, understand that an "Affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

a. A predecessor or successor of a person convicted of a Public Entity Crime; or

b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a Public Entity Crime. The term "Affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an Affiliate. The ownership by one person of shares constituting a controlling interest in another Person, or a pooling of equipment or income among Persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one Person controls another Person. A Person who knowingly enters into a joint venture with a Person who has been convicted of a Public Entity Crime in Florida during the preceding thirty-six (36) months shall be considered an Affiliate.

4. I understand that a "Person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural Person or entity organized under the laws of any state or the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "Person" includes those officers, director, executives, partners, shareholders, employees, members, and agent who are active in management of an entity. For the purposes of this Solicitation, a "Person" also refers to the Consultant, Contractor, Proposer, or Bidder, as defined in MDX's Solicitation Documents.
5. Based on information and belief, the statement which I have marked below is true in relation to the Person submitting this sworn statement. (INDICATE WHICH OF THE BELOW THREE (3) STATEMENTS APPLY. YOU MUST CHECK OFF ONE (1)).

XX Neither the Person submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the Person, nor any Affiliate of the Person has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The Person submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the Person, or an Affiliate of the Person has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The Person submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the Person, or an Affiliate of the Person has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the Person submitting this sworn statement on the convicted vendor list. (ATTACH A COPY OF THE FINAL ORDER)

6. On behalf of Proposer, I, a legally authorized signatory of Proposer, also represents and certifies that neither the Person or any of its officers, directors owners, agents, shareholders, partners, executives, members or employees who will be performing the the Services have been convicted or have plead guilty to a state or federal offense involving fraud, corruption or moral turpitude and are not now listed by any state or federal agency as debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for any state (including but not limited to the State of Florida) or federal procurement programs. The Person 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 statements made by Person in regards to this certification.

By: ____________________________
Authorized Signatory

Print Name: Mark B. Rosenberg
Title: President
Date: October 21, 2009

STATE OF Florida

COUNTY OF Miami-Dade

Sworn to (or affirmed) and subscribed before me this 21st day of Oct., 2009, by Mark B. Rosenberg (name of person making statement).

{Notary Seal} By: ____________________________
Signature of Notary Public

Name of Notary - Typed, Printed or Stamped

Personally Known  OR Produced Identification ________
Type of Identification Produced ____________________
You Have a Right to Full and Open Competition. All vendors are given an equal opportunity to compete for our business.

You Have a Right to Competition Free From Interference. MDX shall conduct business with vendors in a manner that avoids even the appearance of impropriety. You have a right to competition free from undue interference in any manner from MDX and its members, employees, agents or representatives. Furthermore, MDX and its members, employees, agents and representatives are committed to adhering to procedures and professional behavior that ensure fairness and public confidence in the procurement process.

You Have a Right to Information. Florida’s Public Records Act establishes a right of access to any public records made or received in connection with the official business of any public body, at any reasonable time, under reasonable conditions and under supervision by the custodian of the public record or the custodian’s designee. With a few exceptions, most documents are available. If MDX refuses to release a requested record, it must state the basis for the exemption. Additionally upon request, the custodian must state in writing and with particularity, the reasons for the conclusion that the record is exempt from inspection. If MDX refuses to produce public records for inspection and copying, an informal voluntary mediation program with the Office of the Attorney General is available to resolve open government disputes. Furthermore, a person who has been denied the right to inspect and/or copy public records may bring a civil action against the agency to enforce the terms of Florida’s Public Records Law.

Your Right of Protest and Appeal. Any Bidder/Proposer may protest an MDX procurement by filing a written protest with the Secretary of the MDX Board within seventy-two (72) hours, excluding Saturdays, Sunday and legal holidays, after receipt of the Solicitation Document, if the protest is directed towards the Solicitation Document, or after receipt of the Notice of Award, if the protest is directed towards the awarding of the Contract. A protest bond in the amount specified in the Solicitation Document shall be required for any protest. Within five (5) calendar days from the date of filing of the protest, the protesting party shall provide MDX with the grounds for its protest. Upon receipt of a written protest that has been timely filed, MDX and the protesting party shall attempt to resolve the protest by mutual agreement within ten (10) calendar days from the date of filing of the protest. If the protest is not resolved by mutual agreement within ten (10) calendar days from the date of filing, MDX and the protesting party shall select a mutually agreed-upon mediator and participate in mediation. More information regarding a Bidder/Proposer right of protest and appeal can be found in the MDX Procurement Policy which may be obtained on line at www.mdxway.com or by contacting the MDX Procurement Office, Miami-Dade Expressway Authority, 3790 N.W. 21st Street, Miami, FL 33142 (phone: 305-637-3277; email: procurementdept@mdx-way.com).

You have a Right to a Fair and Prompt Resolution of Grievances. If at any time you suspect that your rights have been violated in a procurement or under a contract with MDX, you are advised to contact MDX’s General Counsel, Pamela S. Leslie, Esq., Miami-Dade Expressway Authority, 3790 NW 21st Street, Miami, FL 33142 (Phone: 305/637.3277; email: pleslie@mdxway.com). MDX promises that your complaint will be resolved and dealt with fairly.

You Have a Right to be Paid Promptly. The Florida Prompt Payment Act requires MDX to make payment for all purchases in a timely manner; specify requirements for a “proper invoice” and make such requirements available to vendors; and establish dispute resolution procedures in cases of such disputes concerning payment of an invoice. Every contract or purchase order has instructions for preparing and submitting invoices. If the instructions are not complete or clear, call MDX’s Procurement immediately. It’s a good idea to confirm invoicing procedures the first time you submit an invoice under a contract. Careful attention to these procedures such as correctly filling out the paperwork, submitting it to the right billing office and of course, performing the job you were hired to do according to the specifications set forth in the contract shall help ensure that you get paid on time. MDX’s procedure for addressing invoice disputes with contractors is available on MDX’s website.
RESPONSIBILITIES

As a Bidder/Proposer or vendor of MDX, the undersigned, an authorized officer, hereby agrees to comply with the following responsibilities established by MDX to govern and regulate the relationship between Vendors and the officers, staff members, consultants and the Board of MDX. It is further acknowledged that violation of these responsibilities may result in a Bidder’s/Proposer’s disqualification from a procurement or termination of a contract between MDX and the vendor.

1. We will conduct business, both during and after the procurement, with MDX in a manner that avoids even the appearance of impropriety. Prior to the award of a contract, we will not violate MDX’s Cone of Silence (as defined in this procurement document under Communications/Cone of Silence).

2. Our fee estimates will be competitive, appropriate to the Contract Documents and arrived at independently.

3. Any challenges to contracts awarded will have a substantive basis and not be pursued merely because we are the unsuccessful Bidder/Proposer.

4. We will perform contracts awarded at the price and under the terms provided for in the contract. We will not submit inflated invoices for goods provided or services performed under such contracts, and claims will be made only for Work actually performed. We will abide by all contracting and subcontracting regulations.

5. We will not offer, directly or indirectly, to give a bribe or otherwise channel kickbacks from contracts awarded by MDX to MDX staff or consultants, Board members or their family members or business associates.

6. We will not offer or agree to utilize the services of any firm, in which an MDX officer, MDX consultant or agent, MDX Board member or a member of their immediate family has an interest, in any current or future contract in exchange for support in winning an MDX contract. Our obligations are made known to FIU, to the extent applicable to FIU and to the extent not inconsistent with the laws, Ch. 112, Part III of the Florida Statutes and the policies and procedures of FIU.

In dealing with MDX, including, but not limited to, the procurement of services, we will conduct business in accordance with all applicable policies and regulations of MDX and we acknowledge that such dealings are subject to public disclosure. Chapter 112, Part III of the Florida Statutes, Code of Ethics for Public Officers and Employees, the policies and procedures of Florida International University (FIU), and with the

In our selection of Subcontractors and personnel for any MDX contract or procurement, we will avoid conflicts of interest and disclose such conflicts when identified. We understand that it is our obligation to disclose the existence of any such conflicts, including, but not limited to, situations where relatives of our employees and/or Subcontractors are employees, directors, consultants, board members or agents of MDX (where relatives shall include siblings, parents, spouses or children of our employees or Subcontractors). We understand that our failure to disclose conflicts may result in our disqualification from an MDX procurement or termination of a contract with MDX.

9. We shall not use (or allow someone else to use) non-public information to our benefit or the benefit of some other person. If information about the project has not been made known to the public and is not authorized to be made known upon request, then it is nonpublic information and cannot be disclosed.

10. We will not act on a matter if a reasonable person who knew the circumstances of the situation could legitimately question our ethics.

11. We will not kick back any portion of a contract payment to employees, officers or Directors of MDX nor shall we provide gifts to staff or Board members.

12. At the time of signing this Bill of Rights, we shall disclose any pre-existing business relationship with any member of the staff, any consultant or agent of MDX, or the Board of MDX. This obligation to disclose shall continue beyond the date in which the Bill of Rights is executed.

13. All our financial transactions will be properly and fairly recorded in appropriate books of account, and there will be no off the books transactions or secret accounts.
14. Our contributions to political parties, committees or individuals will only be made in accordance with applicable law and will comply with all requirements for public disclosure.

15. Notwithstanding all provisions included herein, we further agree to adhere to MDX Code of Ethics, the requirements of Chapter 112, Part III of the Florida Statutes, Code of Ethics for Public Officers and Employees.

WITNESS: 
Signature: [Signature]
Print Name: Elianet Deville

NAME OF VENDOR:
The Florida International University
Board of Trustees

By: [Signature of Authorized Representative]
Print Name: Mark E. Rosenberg
Title: President