

Memorandum



Date: June 4, 2024

To: Honorable Chairman Oliver G. Gilbert, III
and Members, Board of County Commissioners

Agenda Item No. 8(H)(1)

From: Daniella Levine Cava *Daniella Levine Cava*
Mayor

Subject: Contract Award Recommendation for Approval to Award a Professional Services Agreement for Parks Planning Services, Project No: A23PR02

EXECUTIVE SUMMARY

This item is recommending the County enter into a Professional Services Agreement (PSA) for architectural and engineering services with Miller Legg & Associates, Inc. for the Professional Services for the Parks, Recreation and Open Space Planning Project. This PSA will provide various types of park planning services consistent with the Parks and Open Space System Master Plan. Professional services also include creation of recreation plans, complete studies, and reports to meet the social, economic, and physical needs of communities, and develop strategies for implementation; coordination with the federal, state, and local government agencies, conservation districts, and non-governmental organizations involved in coastal and resilience efforts, which is essential to the County.

RECOMMENDATION

It is recommended that the Board of County Commissioners approve a competitive award of a PSA to Miller Legg & Associates, Inc. under Contract No. A23PR02, Professional Services for Planning Services for the Parks, Recreation and Open Spaces (PROS) Department in the combined maximum amount of \$2,700,000.00, inclusive of a contingency in the amount of \$245,454.55. This contract is not project specific.

SCOPE

This project is Countywide in nature.

DELEGATED AUTHORITY

The authority of the County Mayor or County Mayor's designee to execute and implement this contract is consistent with those authorities granted under the Code of Miami-Dade County. Additional delegation of authorities requested for this contract are as follows: In accordance with Miami-Dade County code section 2-8.3 related to identifying delegation of Board authority contained within the subject contract, the County Mayor or the County Mayor's designee has the authority to exercise the renewal options and to terminate the contract.

BACKGROUND

This award to Miller Legg and Associates, Inc. is to provide various types of park planning services to the County, as may be required, for Park, Recreation and Open Space Planning Services consistent with the Parks and Open Space System Master Plan. The consultant services include but are not limited to planning greenways, blueways, and small neighborhood parks to large metropolitan parks. Additionally, planning and design of comprehensive long-range park system projects that include recreation centers, golf facilities, marinas, aquatic facilities, campgrounds, senior citizen centers, nature preserves, interpretive centers, large sports complexes, greenways, blueways and trails, and the integration of such facilities with the surrounding neighborhood context for communities of a similar size and scope while considering the south Florida

geology and hydrology. Professional services also include creation of recreation plans, complete studies, and reports to meet the social, economic, and physical needs of communities, and develop strategies for implementation; coordination with the federal, state, and local government agencies, conservation districts, and non-governmental organizations involved in coastal and resilience efforts.

Additionally, planning while addressing climate resilience issues, with a focus serving vulnerable communities. Planning by incorporating urban design, regional planning, transit-oriented development and landscape architecture and design. Performing real estate property due diligence and analysis, including land use and zoning analysis. Also, includes planning program analysis, analysis of historic and existing site conditions, master plans, and preparation of graphic illustrations and renderings, public engagement and meeting facilitation, including analysis and recommendations, advertisement and meeting organization, planning and facilitation of public meetings and hearings, data collection through focus groups and surveys, facilitating community planning workshops and meetings, consensus building, mediation and dispute resolution related to park and recreation environmental issues.

Park planning that incorporates recreation trends, liability issues in park and recreation, and legislative issues related to park and recreation issues. Preparation of documents, reports, studies and meetings in satisfaction of requirements related to the National Environmental Policy Act (NEPA) and the preparation of reports, studies and presentations in fulfillment of grant related requirements as it pertains to park planning, park master plans, program plans, recreational facilities and uses. All firms were evaluated in accordance with Section 2-10.4 of the Miami-Dade County Code, Implementing Order 3-34 and Administrative Order 3-39.

FISCAL IMPACT/FUNDING SOURCE

This PSA is valued at \$2,700,000.00 for a term of 1,825 Calendar Days-- Excludes Warranty Administration Period. See table below for a breakdown and further details.

Base Contract Amount	Contingency Amount (Code Sec. 2-8.1)
\$2,454,545.45	\$245,454.55

The Adopted Budget and Multi-Year Capital Plan indicates the item has been budgeted. See table below for further details. Park impact fees are being used only in the park impact fee districts where they were collected.

Revenue Name	Program No. & Description	Project No.	Fund Code	Funding Amount	Site No.
Park Impact Fees	9340351 LOCAL PARK DEVELOPMENT - PARK BENEFIT DISTRICT (PBD) NO. 1, Adopted Budget FY 2023-24, Volume 2, page 281	CPR000000069120, CPR000000076269, CPR000000076270, CPR000000076271	CI017, CI019, CI020, CI025, CI027, CI028	\$675,000.00	9340351
Revenue Name	Program No. & Description	Project No.	Fund Code	Funding Amount	Site No.
Park Impact Fees	9340361 LOCAL PARK DEVELOPMENT - PARK BENEFIT DISTRICT (PBD) NO. 2, Adopted Budget FY 2023-24, Volume 2, page 282	CPR000000069121, CPR000000076272, CPR000000076275	CI018, CI021, CI026, CI029	\$675,000.00	9340361

Park Impact Fees	9340281 LOCAL PARK DEVELOPMENT - PARK BENEFIT DISTRICT (PBD) NO. 3, Adopted Budget FY 2023-24, Volume 2, page 282	CPR00000069119, CPR00000076267, CPR00000076268	CI022, CI023, CI030, CI031	\$675,000.00	9340281
Countywide Infrastructure Improvement Program	2000002299 REGIONAL/ADA PARK PROGRAM, Adopted Budget FY 2023-24, Volume 2, page 287	CPR000003006900, future projects	CB065 and successor	\$675,000.00	2000002299

TRACK RECORD/MONITOR

The designated staff contact to track and monitor this contract is Michael J. Cornely.

VENDOR(S) RECOMMENDED FOR AWARD

The table below depicts a summary of the recommended prime consultant(s).

Vendor Name	Principal Address	Local Address	Number of Employee Residents*	Principal
			1) Miami-Dade County 2) Percentage (%)	
Miller Legg & Associates, Inc.	13680 NW 5th Street, Suite 200, Sunrise, FL 33325	1845 NW 112 Avenue, Suite 211, Miami, FL 33172	39 1) 6 2) 15%	Michael D. Kroll, RLA, FASLA

*Pursuant to R-1011-15, the percentage of employee residents is the percentage of the vendor’s employees who reside in Miami-Dade County as compared to the vendor’s total workforce. The sub-consultants/subcontractors for this project are BMA Consulting, Inc.; Berry Dunn; Cesar M. Garcia-Pons; Dover Kohl; FR Aleman; Gurri Matute; Marlin Engineering; Media Relations Group; Intertek/Professional Service Industries, Inc. (PSI); RMA; RMPK Funding; RRC Associates and Savino Miller.

DUE DILIGENCE

Pursuant to R-187-12, the Strategic Procurement Department (SPD) conducted due diligence in accordance with SPD’s Procurement Guidelines to determine vendor responsibility including verifying corporate status and that no performance or compliance issues exist. The lists referenced included: Capital Improvements Information System, Small Business Development Division database, Sunbiz, Tax Collector’s Office, convicted vendors, debarred vendors, delinquent contractors, suspended vendors, and federal excluded parties list. Also examined as part of this due diligence: Florida Division of Business and Professional Regulation. There were no adverse findings relating to vendor responsibility. A review of the County’s Capital Improvements Information System showed the recommended vendor has an average evaluation score of 3.5 out of a possible maximum score of 4.0. According to the Firm History Report, as provided by the Small Business Development Division of the Internal Services Department, within the last 5 years, Miller Legg & Associates, Inc. has received 20 contracts with a total value of \$5,571,355.00.

APPLICABLE ORDINANCES AND MEASURES

The table below depicts various legislative policies, and whether they are applicable to this item.

APPLICABLE ORDINANCES AND MEASURES

The table below depicts various legislative policies, and whether they are applicable to this item.

Title	Legislation	Applicable (Yes or No)	Notations
Small Business Enterprise - Architecture and Engineering	County Code Section 2-10.4.01	Yes	SBE-A/E 13.00%
Small Business Enterprise -Services	County Code Section 2-8.1.1.1.1	No	Does not apply to professional services A/E consultant work.
Small Business Enterprise -Goods	County Code Section 2-8.1.1.1.2	No	Does not apply to professional services A/E consultant work.
In-house Capabilities	Resolution No. R-1204-05	Yes	PROS has evaluated and considered in-house capabilities of staff to perform the requested services. Due to the specific services including a number of specialized tasks, assessments and studies and the qualifications to perform these tasks, PROS has determined that the work must be completed by an outside consultant.
Responsible Wages	County Code Section 2-11.16	No	Does not apply to professional services A/E consultant work.
Sea Level Rise	Ordinance 14-79	Yes	The impact of seal level rise has been considered in this project.
Sustainable Buildings Measure	Implementing Order 8-8	Yes	Included
Local Preference	County Code Section 2-8.5	Yes	Included
Local Certified Veteran Business Enterprise Preference	Code County Section 2-8.5.1	No	N/A
Consultants' Competitive Negotiation Act	FL Stat. 287.055	Yes	Included
Office of Inspector General Fee	County Code Section 2-1076	Yes	Included

List of Attachments:

Attachment A: Contract Evaluations Report

Attachment B: A&E Firm History Report

Attachment C: SBD Worksheet and Compliance Review

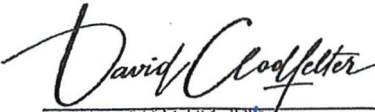
Attachment D: Negotiation Authorization, List Respondents, and Tabulation Sheets


Attachment E: FY2023-24 Adopted Budget Book Pages

Attachment F: Professional Services Agreement, Miller Legg & Associates, Inc.

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Department Finance


OMB Director


County Mayor or Designee

Clerk Date

Attachment A

Contract Evaluations Report

Pre-Award Supplier/Vendor Compliance Checklist			
Supplier/Vendor Name:	MILLER LEGG & ASSOCIATES, INC.		
DBA or Fictitious Name:			
FEIN:	050503167		
Supplier/Vendor Registration			The following should be "Yes" or a comment is provided to explain.
Navigation In INFORMS : Finance/Supply Chain (FSCM) > Supplier Administration > Maintain Supplier > Maintain Supplier			
NOTE: If vendor is a Bidder, reach out to VOSS to assist with vendor conversion to Supplier.			
Supplier Registration Status	INFORMS Tab - Summary: -Status (Is the Status approved?)	<input checked="" type="checkbox"/> Yes	
Completed Affidavits	INFORMS Tab - Summary: -Open for Ordering (Is open for ordering "yes"?) INFORMS Tab - Affidavits Tab: Are the all the Affidavits completed and the affirmation signed? If no, provide comments on missing items.	<input checked="" type="checkbox"/> Yes	
NOTE: Check all Affidavits (1-13) are completed and attach one screenshot of vendor's affirmation page. Navigation In INFORMS : Finance/Supply Chain (FSCM) > Supplier Administration > Maintain Supplier > Affidavits Tab, scroll to affirmation.			
Local, SunBiz, SBE, Veteran and E-Verify			The following can be "Yes" or "No" with comments as needed.
Local Address	Identify if vendor has a local address: sources Submittal Form, Google maps, vendor registration in INFORMS , LBT, etc	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	13080 NW 6th Street, Ste 200, Sunrise, FL 33325 / 1845 NW 112 Ave Ste 211, Miami, FL 33172
Local Business Tax Receipt	INFORMS Tab - Identifying Information Tab: -Government Classification -Government Sources -Certification Source (LBT) NOTE: Partial Information, INFORMS doesn't provide status (errors)	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Property Taxes	Identify if Vendor/Principal has a property tax record in the Tax Collector's website	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
NOTE: Pursuant to Section 2-8, (e), any property or business taxes due to the County must be paid, as a condition of contract award/pool inclusion. Print Screen of taxes due and inform Supplier/Vendor. Advise Manager, who will consult with CPO for determination of Supplier/Vendor responsibility. Suppliers/Vendors claiming Local or Locally Headquartered Preference must have LBT or provide exemption.			
State of Florida Corporations (Sun Biz)	Confirm vendor status in SunBiz (or State where company is registered)	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
SBE-Certified Firms	INFORMS Tab - Identifying Information Tab: -Additional Reporting Elements (expand) Note: If there is a conflict between INFORMS and the website, note it in the comments and follow-up with SDD to confirm SBE status. Also, if SBE, provide SBE type, Tier, and Tier Description.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Local Certified Veteran Business Enterprises	Identify if vendor is certified by the State of Florida. If yes, confirm vendor status is "Active"	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Find E-Verify Participating Employers	If contract requires participation, this must be "Yes" for all A/E Consultant and Design Builder when applicable. Primos and sub-consultants.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Miller Legg, Professional Service, Industries, F R Alemen & Associates, Martin Engineering, Savino & Miller Design Studio, Berry Dunn McNeil & Parker Media Relations Group, Redevelopment Management Associates, RMI/K Funding, RRC Associates, BMA Consulting Engineering, The Image Network not found. Gurr mobile found
MDC Prequalification/Technical Certifications	Request from the PQC/TC Team that all Team A/E Consultant(s) assigned Technical Categories in the Letter of Qualifications (LOQ) or Form BDD have active PQC. This must be "Yes". Also check First Tier/Step One folder for any letters for subs without TCs sent to the Proposer.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Department of Business & Professional Regulation	Request from the PQC/TC Team DBP/ sponsor/ship verification and active licenses status for all Team A/E Consultant(s) assigned Technical Categories in the Letter of Qualifications (LOQ) or Form BDD. This must be "Yes". Also check First Tier/Step One folder for any letters for subs without TCs sent to the Proposer.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
3-Year Work History Report	Request from SDD Patrick Hines (Prime Only)	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Pass Performance Evaluation Average in C/S	Prime Consultant or Design Builder	<input type="checkbox"/> No Record <input type="checkbox"/> 2.0 to 2.9	<input type="checkbox"/> <1.0 <input checked="" type="checkbox"/> > 3.0 Enter Numerical Average, 3,5
Does Supplier/Vendor Appear on the Following:			The following should be "No" or a comment is provided to explain.
Debarred Contractors	Look through list for any findings for Prime Consultant on PBA/Design Builder. Others/so include screen captures for list.	<input checked="" type="checkbox"/> No	
Non Performance History	BS Navigation: Log into DB > Click on "Vendor Database" > Click on "Registered Vendors" > Enter Prime/DB under "Business Name" search field and click "Go" > Click on link # in front of Vendor Name > Click on "NonPerformance Hist" icon on top of page > Take Snapshot	<input checked="" type="checkbox"/> No	

Delinquent Contractor Report (not a link)	Use IFORMS Investigation ; (do not use files) - and go to Menu (Top Right Corner)>Navigator>Finance/Supply Chain (F&C)>Manv-Dado County>Account Receivable> Extensions>Delinquent Contractor Report	<input checked="" type="checkbox"/>	No	
Compliance Report and/or Workforce Violations (SDD)	Use dropdown menu and look for Prime's name, if not listed, take screen shot of list where firm's name would go alphabetically. If listed, include findings and consult with Management as to next steps.	<input checked="" type="checkbox"/>	No	
Suspended Contractors	Look through list for any findings for Prime Consultant on PSAs/Design Builder. Otherwise include screen captures for list.	<input checked="" type="checkbox"/>	No	
Florida Suspended Contractors	Look through list for any findings for Prime Consultant on PSAs/Design Builder. Otherwise include screen captures for list.	<input checked="" type="checkbox"/>	No	
Florida Convicted Vendor List	Look through list for any findings for Prime Consultant on PSAs/Design Builder. Otherwise include screen captures for list.	<input checked="" type="checkbox"/>	No	
Sanitized Companies - 287.135.ES	Look through list for any findings for Prime Consultant on PSAs/Design Builder. Otherwise include screen captures for list.	<input checked="" type="checkbox"/>	No	
Sanitized Companies that Boycott Israel - 216.4725.ES	Look through list for any findings for Prime Consultant on PSAs/Design Builder. Otherwise include screen captures for list.	<input checked="" type="checkbox"/>	No	
Were the following checked for the Supplier/Vendor:		The following should be "YES" they were checked or "N/A"		
		Check	Comments	
System for Award Management (SAM)	First, register your county email to gain access to search Amazon. Search for Prime's name and include in screen capture.	<input checked="" type="checkbox"/>	Yes	
Google Search	Google search should be "Vendor name, subsidiary, related company and aliases name, etc" in quotes, and "Fraud" or "Contract Breach" or "Settlement" or "Judgment" or "Termination". For the vendor name, use the main portion of the name, i.e., for ABC, LLC use "ABC". Google search example, "ABC" and "Fraud" or "Contract Breach" or "Settlement" or "Judgment" or "Termination"	<input checked="" type="checkbox"/>	Yes	No relevant findings
Department of Justice	Look through the list for Prime's name, if not listed, take screen shot of list where firm's name would go alphabetically. If listed, include findings and consult with Management as to next steps.	<input checked="" type="checkbox"/>	Yes	
OSHA Enforcement Inspections Checked	Per R-1101-10, applicable to the construction of certain improvements. For Design Build Projects. Otherwise, it is optional as needed.	<input checked="" type="checkbox"/>	Yes	
		<input type="checkbox"/>	N/A	
Litigation Reports: Public Access to Court Electronic Records (PACER), Westlaw and LawSuits Alleging Discrimination	For Prime Consultant on PSAs/Design Builder only (by QAOQ Unit, Maria/Jocelyn)	<input checked="" type="checkbox"/>	Yes	PACER check performed on 12/8/23 by J. Fulton; Westlaw search performed on 12/11/23 by J. Fulton
Prepared By: (Insert name)	Roslyn Alic-Batson	Date: 10/31/2023	<input checked="" type="checkbox"/>	
Reviewed By: (Insert Coordinator or Second Reviewer name)	Franklin Gutierrez	Date: 10/31/23	<input type="checkbox"/>	

Note: Compliance Report is valid for a maximum of four (4) months from the "Reviewed by" Date shown above.

Attachment B

A&E Firm History Report

Vendor Profile: Contract Assignments

[Help & Tools](#)

[General](#) [Public Profile](#) [Business Highlights](#) [Users](#) [Commodity Codes](#) [Contacts & Owners](#) [Comments](#) [Certifications](#) [Contracts](#)
[Concessions](#) [Site Visits](#) [Workforce Comp/EEO](#) [EDP Registrations](#) [Docs](#) [Reports](#)

Miller, Legg & Associates, Inc., DBA Miller Legg

System Vendor Number: 20079140
[Mark As Favorite](#)

[View Summary](#)

To resort click on column title. To filter click on the drop down menu.

[Refresh Table](#) [Reset Filters](#) [Download](#)

Assignment Type	Status	Contract Number & Title	Prime Contractor	Assigned Contacts	Dates	Current Value	Paid To Date
All ▼	All ▼	All ▼		All ▼			
Prime	Open	000006788: Survey - MetroCenter Redeve		Cara Pasquale	3/18/2022 - 9/30/2022	\$0	\$15,833
Prime	Closed	0000010075: COUNTRY CLUB OF MIAMI TOT LOT		Cara Pasquale	4/3/2023 - 12/31/2025	\$0	\$6,119
Prime	Closed	0000010077: IVES ESTATES TOT LOT		Cara Pasquale	4/2/2023 - 12/31/2025	\$0	\$6,119
Prime	Open	C-17MLA1001 MLA: Non-Exclusive Professional Services Agreement For Engineering Design and Related Services for the Improvement, Upgrades and Expansion of Local Wastewater Pump Stations and Related Facilities Necessary for Capital Improvement Projects (E15-WASD-02)		Leslie Hernandez	3/9/2018 - 8/4/2024	\$2,200,000	\$1,059,205
Prime	Open	E15-PWWM-07 0028: MISCELLANEOUS PROFESSIONAL SERVICES AGREEMENTS TO PROVIDE GENERAL LAND AND ENGINEERING SURVEYING SERVICES		Leslie Hernandez	12/6/2016 - 12/5/2019	\$0	\$181,198
Prime	Open	EDP-ID-S-200020A: NF-WYNWOOD COMMUNITY RESOURCE CENTER		Leslie Hernandez	8/23/2016 - 12/31/2019	\$8,260	\$3,347
Prime	Open	EDP-PE-DE-66WM: Surveying and		Leslie Hernandez	11/8/2021 - 11/8/2026	\$500,000	\$67,830

		<u>Mapping-Various Sites</u>				
Prime	Open	<u>EDP-PR-220901D: Greynolds Park - Playground Replacement, Signage, ADA Improvements</u>	Leslie Hernandez	8/17/2020 - 8/17/2025	\$77,455	\$11,728
Prime	Open	<u>EDP-PR-310401-22-001-R: Broadmoor Park - Playground Replacement & ADA Transition & Compliance Plan</u>	Leslie Hernandez	4/20/2023 - 4/20/2028	\$106,800	\$0
Prime	Open	<u>EDP-PR-311502-22-001-R: Northwest Highlands Park - Playground Replacement</u>	Leslie Hernandez	4/4/2023 - 4/4/2028	\$86,000	\$0
Prime	Open	<u>EDP-PR-503002-22-001: Colonial Drive Park Playground Replacement</u>	Leslie Hernandez	3/20/2023 - 3/20/2028	\$98,936	\$0
Prime	Open	<u>EDP-PR-593402-22-001-R: Eureka Villas Park - Playground Replacement & ADA Transition & Compliance Plan</u>	Leslie Hernandez	3/28/2023 - 3/28/2028	\$100,400	\$0
Prime	Open	<u>EDP-PR-60100117: Biscayne Trail Segment D Phase II</u>	Leslie Hernandez	12/17/2019 - 12/17/2024	\$452,500	\$331,316
Prime	Open	<u>EDP-PR-790401-1A: Leisure Park Playground Replacement and ADA Transition and Compliance Plan</u>	Leslie Hernandez	9/29/2021 - 9/29/2026	\$108,892	\$4,713
Prime	Closed	<u>EDP-PR-999999-16-014: NF-MULTIPLE PARK DESIGN AND PRESENTATIONS</u>	Leslie Hernandez	8/12/2016 - 12/31/2019	\$100,000	\$48
Prime	Closed	<u>EDP-PR-999999-16-020-2: NF-MULTIPLE PARKS SURVEYING AND UNDERGROUND UTILITY LOCATING</u>	Leslie Hernandez	10/18/2016 - 12/31/2019	\$96,914	\$0
Prime	Open	<u>EDP-PR-9999990P: Multiple Parks Surveying and Underground Utility Location Services</u>	Leslie Hernandez	4/29/2020 - 4/29/2025	\$150,000	\$6,801
Prime	Open	<u>EDP-PR-9999990T: Greynolds Park - Playground Replacement,</u>	Leslie Hernandez	8/17/2020 - 8/17/2025	\$120,000	\$0

		Signage, ADA Improvements						
Prime	Open	EDP-PB-999999E; New shelter at Devonale, and new nature based playground at South Dade and Sabal Chase Park	Leslie Hernandez		8/23/2019 - 8/23/2024	\$150,000	\$31,327	
Prime	Open	EDP-PB-C-422801-16-006; NF-CRANDON GOLF COURSE MODIFICATIONS	Leslie Hernandez		12/12/2016 - 12/31/2019	\$0	\$0	
Self-Performing Prime	Open 6-Incomplete audits	C-17MLA001 MLA; Non-Exclusive Professional Services Agreement For Engineering Design and Related Services for the Improvement, Upgrades and Expansion of Local Wastewater Pump Stations and Related Facilities Necessary for Capital Improvement Projects (E15-WASD-02)	Janet Collins		3/9/2018 - 8/4/2024	\$1,034,000	\$608,042	
Subcontractor (Tier 1)	Open	000005389; PJ# 20200283 WO# 1 SW 127 Ave - E19-DTPW-12	BCC Engineering, LLC	Cara Pasquale	8/27/2021 - 8/26/2022	\$0	\$0	
Subcontractor (Tier 1)	Open	000006172; PJ# 20210213 WO# 1 SW 72 Ave - E19-DTPW-12	BCC Engineering, LLC	Cara Pasquale	12/9/2021 - 11/8/2023	\$0	\$0	
Subcontractor (Tier 1)	Open	000006802; PJ# 20220026 WO# 1 PSA SW 24 St. E19-DTPW-12	BCC Engineering, LLC	Janet Collins	3/21/2022 - 3/31/2024	\$0	\$0	
Subcontractor (Tier 1)	Open	000006815; PJ# 20210211 WO# 1 Curless Pkwy	BCC Engineering, LLC	Leslie Hernandez	3/22/2022 - 12/31/2027	\$37,142	\$15,004	
Subcontractor (Tier 1)	Open	000007255; PJ# 20210215 WO# 1 S Hook Bridge	BCC Engineering, LLC	Leslie Hernandez	5/16/2022 - 12/31/2027	\$34,651	\$13,080	
Subcontractor (Tier 1)	Open	000007425; PJ# 20210226 SW 57 Ave Bridge	BCC Engineering, LLC	Leslie Hernandez	6/8/2022 - 12/31/2026	\$15,180	\$15,180	
Subcontractor (Tier 1)	Open	000009747; PJ# 20220026 WO# 2 SW 24 St E19-DTPW-12	BCC Engineering, LLC	Janet Collins	2/23/2023 - 12/31/2025	\$0	\$0	
Subcontractor (Tier 1)	Open	000010239; PJ# 20200283 WO# 2 SW 127 Ave - E19-DTPW-12	BCC Engineering, LLC	Cara Pasquale	4/21/2023 - 8/26/2027	\$0	\$0	

Subcontractor (Tier 1)	Open	0000010367; PJ#20200283 WO#3 SW 127 Ave - E19- DTPW-12	BCC Engineering, LLC	Cara Pasquale	5/4/2023 - 8/26/2027	\$0	\$0
Subcontractor (Tier 1)	Open	0000012334; 1190038 New IC3 at Lightspeed	Suffolk Construction Company, Inc.	Cara Pasquale	9/13/2023 - 8/9/2027	\$0	\$0
Subcontractor (Tier 1)	Open	A06-PARK-01 GOB 0001: NF- MIAMI METROZOO IMPROVEMENTS (SIC 871)	AECOM Technical Services, Inc.	Leslie Hernandez	4/8/2008 - 4/7/2021	\$0	\$0
Subcontractor (Tier 1)	Open	A19-JHS-01 - MOBIO; 1 Incomplete audit Professional Services Agreement	MOBIO ARCHITECTURE, INC.	Cara Pasquale	7/1/2020 - 12/20/2022	\$44,250	\$96,556
Subcontractor (Tier 1)	Open	A20-CUA-01: MDCA- 1 Incomplete audit Renovations & expansion	Arquitectonica International Corporation	Cara Pasquale	6/28/2022 - 6/28/2027	\$0	\$26,200
Subcontractor (Tier 1)	Open	DB18-SEA-01 0001; NEW CRUISE TERMINAL V- TERMINAL H	Suffolk Construction Company, Inc.	Leslie Hernandez	12/19/2019 - 11/1/2021	\$0	\$0
Subcontractor (Tier 1)	Open	E05-PARK-01: GOB; NF-PARK TRAIL IMPROVEMENTS (SIC 871)	Marlin Engineering, Inc.	Leslie Hernandez	10/2/2007 - 12/31/2019	\$0	\$0
Subcontractor (Tier 1)	Closed	E10-IMH-02: NF- ENERGY CENTER UPGRADING; ELECTRICAL SWITCHGEAR, EMERGENCY PARALLELING GEAR AND EMERGENCY GENERATORS (SIC 871)	GARTEK ENGINEERING CORPORATION	Leslie Hernandez	10/4/2011 - 12/31/2019	\$0	\$15,638
Subcontractor (Tier 1)	Open	E13-WASD-03 0004; NF-NON-EXCLUSIVE PROFESSIONAL SERVICES AGREEMENT FOR DESIGN SERVICES FOR THE IMPLEMENTATION OF A PUMP STATION IMPROVEMENT PROGRAM	CES Consultants, Inc.	Leslie Hernandez	7/15/2014 - 7/28/2020	\$0	\$138,410
Subcontractor (Tier 1)	Open	E13-WASD-10 0001; NF-DESIGN OF UPGRADES FOR WATER DISTRIBUTION AND SANITARY SEWAGE COLLECTION AND TRANSMISSION SYSTEMS	Ardurra Group, Inc.	Leslie Hernandez	2/3/2015 - 2/2/2020	\$0	\$0
Subcontractor (Tier 1)	Open	E15-SEA-01 / 2016- 008: PLANNING	Bermello, Ajamil & Partner's, Inc.	Leslie Hernandez	1/24/2017 - 1/23/2022	\$120,000	\$49,820

		<u>SERVICES</u>						
Subcontractor (Tier 1)	Closed	EOP-MT-20200017: TED SAFETY PROJECTS DG	Technika Consulting, Inc.	Cara Pasquale	2/10/2020 - 2/10/2025	\$0	\$0	
Subcontractor (Tier 1)	Open	EOP-MT-CIP015-2: NE- PARK AND RIDE LOT AT KENDALL DR AND SW 127 AV	Ballbe & Associates, Inc. DBA Development Consulting Group, Inc.	Leslie Hernandez	8/14/2014 - 12/31/2019	\$0	\$0	
Subcontractor (Tier 1)	Closed	EOP-PR-222302-11- 004-2: NE-HAULOVER ADA TUNNELS PH 2	VEE ARCHITECTURE CORP	Leslie Hernandez	7/17/2013 - 12/31/2019	\$0	\$0	
Subcontractor (Tier 1)	Closed	EOP-PR-22230211004: NE-HAULOVER ADA TUNNELS	VEE ARCHITECTURE CORP	Leslie Hernandez	5/14/2012 - 12/31/2019	\$0	\$0	
Subcontractor (Tier 1)	Open	EOP-PR-3208011A: Crandon Park Conversion of Boat Ramp and Canoe- Kayak Launch Boat Launch	CUMMINS CEDERBERG, INC.	Janet Collins	11/23/2021 - 11/23/2026	\$0	\$0	
Subcontractor (Tier 1)	Open	EOP-PR-999999D: Playground renovation at Kendall Indian Hammocks and Concord Park	Landscape DE, LLC	Janet Collins	7/25/2019 - 7/25/2024	\$0	\$0	
Subcontractor (Tier 2)	Closed	TDB13WASD4: Design Build Shenandoah Phase B	Lanzo Construction CO., Florida	Leslie Hernandez	4/21/2015 - 9/30/2020	\$184,800	\$221,030	
Subcontractor (Tier 2)	Closed	TDB15WASD3: DESIGNBUILD - WM DOWNTOWN LOOP	RIC-MAN CONSTRUCTION FLORIDA, INC.	Leslie Hernandez	7/24/2017 - 9/30/2020	\$50,688	\$48,323	

1 - 48 of 48 records displayed: Previous Page < Page 1 > Next Page

Records per page 50 ▾

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Attachment C

SBD Worksheet and Compliance Review



Small Business Development Division

Project Worksheet

Project/Contract Title: Professional Services Agreement for Park, Recreation and Open Space Planning Project Received Date: 3/24/2023

Project/Contract No: A23PR02 Funding Source: Impact Fees

Department: Parks, Recreation and Open Spaces

Estimated Cost of Project/Bld: \$2,700,000.00

Description of Project/Bld: The Miami-Dade County Parks, Recreation and Open Spaces Department (PROS) seeks a team of firms to provide various types of park planning services. The selected Proposer shall conduct: Acquisition analysis and planning; Real estate analysis and due diligence; Site and context analysis; Land use and zoning analysis; Planning studies; Planning programs for park and recreation facilities (e.g., conceptual designs, open space and park master plans); Connectivity, access and transportation, walkability studies, plans and considerations for parks, recreation facilities of all scales, greenway trails and complete streets; Planning process guided by public participation, including the solicitation and analysis of public input on park planning through the advertisement, organization, facilitation, implementation of surveys, focus groups, presentations planning and facilitation of public meetings and public hearings; Consensus building, mediation, and dispute resolution; Grant application writing and compliance; GIS mapping, graphic representation of park planning studies, conceptual design; Planning support in fulfillment of the National Environmental Policy Act (NEPA).

Contract Measures Recommendation		
Measure	Program	Goal Percent
Goal	SBE - A&E	13.00%
Reasons for Recommendation		
<p>SMALL BUSINESS ENTERPRISE- ARCHITECTURAL AND ENGINEERING (SBE-A&E) SBD reviewed this project pursuant to implementing Order 3-32 for SBE-A&E measure. Project information analyzed included the project's scope of services, estimated project cost, minimum requirements/qualifications and funding source. These indicate that a 13.00% SBE-A&E Sub-Consultant Goal is appropriate for this contract in the following Technical Categories: TC 14.00 (Architecture) - 7.00%, 15.01 (Surveying and Mapping - Land Surveying) - 3.00% and 16.00 (General Civil Engineering) - 3.00%.</p> <p>MDC-TCC 14 ARCHITECTURE, MDC-TCC 16 GENERAL CIVIL ENGINEERING, MDC-TCC 20 LANDSCAPE ARCHITECTURE, MDC-TCC 21 LAND-USE PLANNING, MDC-TCC 22 ADA TITLE II CONSULTANT, MDC-TCC 10-02 GEOLOGY SERVICES, MDC-TCC 15-01 Surveying and Mapping - Land Surveying, MDC-TCC 15-04 Hydrographic Surveys</p>		
Small Business Contract Measure Recommendation		
Subtrade	Category	
Architecture	SBE - A&E	
Surveying and Mapping - Land Surveying	SBE - A&E	
General Civil Engineering	SBE - A&E	

Living Wages: YES NO

Highway: YES NO

Heavy Construction: YES NO

Responsible Wages: YES NO

Building: YES NO

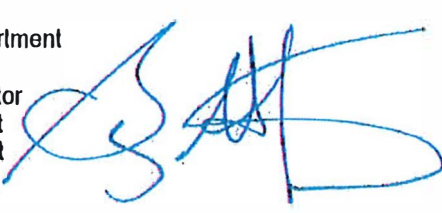


SBD Director

3-28-23
Date

Memorandum



DATE: August 15, 2023
TO: Namita Uppal, Director
Strategic Procurement Department
FROM: Gary Hartfield, Division Director
Internal Services Department
Small Business Development 
SUBJECT: Compliance Review
Project No. A23PR02
Professional Services Agreement for Park, Recreation and Open Space Planning Project

Small Business Development (SBD), a Division of the Internal Services Department, has completed its review of the subject project for compliance with the Small Business Enterprise-Architectural and Engineering (SBE-A&E) Program. The contract measure established for this project is a 13.00% SBE-A&E sub-consultant goal.

The Strategic Procurement Department has submitted contract documents that included the Certificate of Assurance for the firms listed below acknowledging the project's SBE-A&E measure. Each firm also submitted their Utilization Plan (UP) identifying the SBE sub-consultants to fulfill the goal via the Business Management Workforce System (BMWS) and the following is their pre-award compliance status and summary.

<u>FIRM:</u>	<u>STATUS:</u>
1- Brooks + Scarpa Architects, Inc.	Compliant
2- Chen Moore & Associates, Inc.	Compliant
3- Miller Legg & Associates, Inc.	Compliant

SUMMARY:

Brooks + Scarpa Architects, Inc., a non-certified, SBE-A&E firm committed to utilize J. Bonfill & Associates, Inc., a certified SBE-A&E firm, to perform TC 15.01 (Surveying and Mapping - Land Surveying), TC 15.04 (Hydrographic Surveys), and TC 22 (ADA Title II Consultant) at 13%. The SBE-A&E certified sub-consultant confirmed its participation via the BMWS in agreement with the measure.

Brooks + Scarpa Architects, Inc. has satisfied the contract's 13.00% SBE-A&E sub-consultant goal and is in compliance with the overall Small Business measures established for this contract.

Chen Moore & Associates, Inc., a non-certified SBE-A&E firm committed to utilize Bello and Bello Land Surveying Corporation, a certified SBE-A&E firm, to perform TC 15.01 (Surveying and Mapping - Land Surveying), and TC 15.04 (Hydrographic Surveys) at 13%. The SBE-A&E certified sub-consultant confirmed its participation via the BMWS in agreement with the measure.

Chen Moore & Associates, Inc. has satisfied the contract's 13.00% SBE-A&E sub-consultant goal and is in compliance with the overall Small Business measures established for this contract.

Miller, Legg & Associates, Inc., a non-certified, SBE-A&E firm committed to utilize the following SBE-A&E firms: F.R. Aleman & Associates, Inc. to perform TC 15.01 (Surveying and Mapping - Land Surveying) and 15.04 (Hydrographic Surveys) at 2.00%, Gurr Matute, P.A. to perform TC 14.00 (Architecture) and TC 22.00 (ADA Title II Consultant) at 3.00%, and Savino & Miller Design Studio PA. to perform TC 20.00 (Landscape

Project No. A23PR02
August 16, 2023
Page 2

Architecture) at 8.00%, for a total of 13.00%. Each SBE-A&E certified sub-consultant confirmed their participation via the BMWS In agreement with the measure.

Miller, Legg & Associates, Inc. has satisfied the contract's 13.00% SBE-A&E sub-consultant goal and is in compliance with the overall Small Business measures established for this contract.

SBD has verified that none of the aforementioned firms is listed on the Compliance Report of Open and Closed Small Business, Wage and/or Workforce Violations in the last three (3) years with an open violation. Please be reminded that SBD's review is specific to the SBE-A&E Program. The Strategic Procurement Department is responsible for any other issues that may exist.

Should you have any questions or need any additional information, please do not hesitate to call Wilden Sanchez, SBD Capital Improvement Project Specialist, at (305) 375-3151.

c: Laurie Johnson, SBD
Franklin Gutierrez, SPD

Attachment D

Negotiation
Authorization, List
Respondents and
Tabulation Sheets

Memorandum



Date: December 11, 2023

To: Namita Uppal, C.P.M.
Director and Chief Procurement Officer
Strategic Procurement Department (SPD)

Through: Jessica Tyrrell, MBA, CPPB *jt*
Division Director, Acquisition & Sourcing
Strategic Procurement Department

From: Franklin Gutierrez, *Franklin Gutierrez*
Competitive Selection Committee *Coordinator*

Subject: Report of Competitive Selection Committee
Parks, Recreation & Open Spaces Department (PROS)
Project Title: Professional Services for Park, Recreation and Open Space Planning
SPD Project No. A23PR02

The Competitive Selection Committee has completed the evaluation of the proposals submitted in response to the referenced Strategic Procurement Department (SPD) solicitation and consistent with the guidelines published in the Notice to Professional Consultants (NTPC).

Scope of Services Summary: Professional services including various types of parks planning services. The selected proposer will conduct acquisition analysis and planning, real estate analysis and due diligence, site and context analysis, land use and zoning analysis, planning studies, planning programs for park and recreation facilities, and additional parks planning services. The scope includes planning for greenways, blueways, small neighborhood parks to large metropolitan parks, and comprehensive long-range park system projects. The proposer will also perform real estate property due diligence and analysis, planning program analysis, analysis of historic and existing site conditions, and preparation of graphic illustrations and renderings. Furthermore, the scope includes public engagement and meeting facilitation, consensus building, mediation and dispute resolution, and preparation of documents, reports, studies, and meetings in satisfaction of requirements related to park planning, park master plans, program plans, recreational facilities and uses.

Preferred Experience and Qualifications: The Prime Consultant, through full time-personnel, should demonstrate a preferred five (5) years of experience as the prime consultant on similar projects with project scopes that are comparable to the Project Scope of Services for this project. A preferred three (3) projects are to have been completed within the last ten (10) years. It is highly preferred that the planners available for assignment to this project hold certifications from the American Institute of Certified Planners (AICP) and Certified Park and Recreation Professionals (CPRP).

Contract Terms: The County intends to retain one (1) qualified consultant/team for one (1) non-exclusive Professional Services Agreement (PSA), with an effective term of one thousand eight hundred twenty-five (1825) calendar days, excluding the warranty administration period.

Small Business Enterprise Goal: On March 28, 2023, the Office of Small Business Development established a 13.00% Small Business Enterprise – Architectural and Engineering Goal for this project.



Negotiations Authorization
Professional Services for Park, Recreation and Open Space Planning
SPD Project No. A23PR02
Page 2

Advertisement Date: May 19, 2023.

Number of Proposal(s) Received: Four (4) proposals were received by the submittal deadline of June 30, 2023.

Name of Proposer(s): Please refer to the attached List of Respondents.

Strategic Procurement Department (SPD) Compliance Review: The proposal submitted by Local Office Landscape and Urban Design, LLC, did not meet the prequalification/technical certification requirements pursuant to the NTPC and was deemed non-compliant. Consequently, the proposal from Local Office and Urban Design, LLC was not evaluated by the Competitive Selection Committee.

Small Business Enterprise Compliance Review: All remaining compliant proposals were submitted for review on July 12, 2023 and were deemed in compliance. Please refer to the attached Compliance Review Memorandum dated August 15, 2023.

Office of the Commission Auditor (OCA) Background Checks: SPD submitted Committee member's completed Neutrality Affidavits and Resumes to OCA on July 18, 2023. A response was received on August 2, 2023.

Office of the Inspector General (OIG) / Office of the Commission on Ethics and Public Trust (COE) Reports, Findings and/or Enforcement Documentation for Proposer and Subcontractor(s):

SPD submitted a request to OIG on July 12, 2023. A response was received on July 13, 2023 advising that no reports were located.

SPD submitted a request to COE on July 12, 2023. A response was received on July 12, 2023. The information was disseminated to the Competitive Selection Committee on August 9, 2023.

Selection Process: The Architectural and Engineering professional services solicitation process is a two-tiered selection process; First Tier is the Evaluation of Experience and Qualifications, and Second Tier is the Oral Presentations. The First Tier is the evaluation of the firms' current statements of experience, qualifications and performance data. The Second Tier is the evaluation of the shortlisted firms' knowledge of project scope, qualifications of team members assigned to the project, and ability to provide the required services within schedule and budget, as demonstrated through an oral presentation from firms.

Note: The Competitive Selection Committee may waive the Second Tier selection process by a majority vote and base their selection on the results of the First Tier ranking only.

First Tier Results: The First Tier meeting was held on August 21, 2023. The Competitive Selection Committee was tasked with evaluating the experience and qualifications of the Proposers, and scoring and ranking the proposals in accordance with the evaluation criteria outlined in the solicitation. The Competitive Selection Committee scored all responsive proposals. Please refer to the attached First Tier Tabulation Sheet.

The Competitive Selection Committee elected, by majority vote, to invite the three (3) compliant proposers to advance to the Second Tier phase.

Second Tier Results: The Second Tier meeting was held on September 6, 2023. Miller Legg & Associates, Inc., the highest ranked Firm, was recommended for negotiations by the Competitive Selection Committee. Please refer to the attached Second Tier Tabulation Sheet.

Administrative Leave Eligibility:

The following County employees served as scoring members of the Committee and timely completed all committee-related duties, including submittal of the Neutrality Affidavit within three business days from Selection Committee Coordinator's notification dated July 17, 2023; initial scoring within 30 days of Selection Committee Coordinator's completion of required reviews; and final scoring at any additional meetings required within 15 days of initial scoring meeting, and are hereby entitled to one (1) day of paid administrative leave pursuant to Implementing Order No. 3-34:

Employee's Name	Employee's Department
Maria Debye Saxinger	PROS
Sol Kohen	PROS
Patrick Szutar	PortMiami
Cordella Ingram	Public Housing and Community Development Department
Rose Davis	Department of Regulatory and Economic Resources (RER)

Request for Appointment of Negotiation Committee: Pursuant to Section 2-10.4(6) of the Code of Miami-Dade County, the Strategic Procurement Department hereby requests that the County Mayor or County Mayor's designee approve the following Negotiation Committee:

Franklin Gutierrez, A&E Consultant Selection Coordinator, SPD, will be the Negotiation Committee Coordinator.

Negotiation Committee:

Maria Debye Saxinger, Master Plan Manager, PROS
Sol Kohen, Park Planner 2, PROS
Rosa Davis, Planning Section Supervisor, RER

Request for Authorization to Enter Negotiations: Pursuant to Section 2-10.4 (6) of the Code of Miami-Dade County, it is hereby requested that the County Mayor or County Mayor's designee approve the selection of the following firm for the purpose of negotiating a non-exclusive Professional Services Agreement for this solicitation, in accordance with the Competitive Selection Committee's recommendation:

RANKING OF SHORTLISTED FIRMS

MILLER LEGG & ASSOCIATES, INC.
Final Ranking – 1
Total Ordinal Score – 6
Total Qualitative Points – 485

The following firms will serve as alternates:

CHEN MOORE AND ASSOCIATES, INC.
Final Ranking – 2
Total Ordinal Score – 13
Total Qualitative Points – 439

BROOKS + SCARPA ARCHITECTS, INC
Final Ranking – 3
Total Ordinal Score – 11
Total Qualitative Points – 435

Pursuant to the Code of Silence legislation included in the Conflict of Interest and Code of Ethics Ordinance, and Section 2-11.1 of the County Code, the County Mayor or County Mayor's designee will report to the Board of County Commissioners any of the following Instances:

- When negotiations do not commence, or other affirmative action is not taken, within 30 days of the Competitive Selection Committee's recommendation.
- When the County Mayor's or County Mayor's designee's recommendation to award or reject is not made within 90 days from the date of the Competitive Selection Committee's recommendation.

If approved, the Negotiation Committee will proceed with contract negotiations in accordance with Section 2-10.4(6) of the Code of Miami-Dade County, and submit the signed contract to be presented to the Board of County Commissioners for final approval, no later than 60 days from the date of this memorandum.

If a satisfactory agreement cannot be reached within the 60-day period, a report is required to be prepared explaining all issues resulting from the negotiations. If negotiations are proceeding within a reasonable timeframe, then negotiations will continue and the report will be submitted upon completion. The final contract and report should be sent to the Strategic Procurement Department, Architectural and Engineering Unit.

Approved:



Digitally signed by Namita Uppal
DN: cn=Namita Uppal,
o=Miami Dade County,
ou=Chief Procurement
Officer,
email=uppalin@miamidade.
gov, c=US
Date: 2023.12.11 13:37:32
-05'00'

Namita Uppal
Director and Chief Procurement Officer

Date

Attachments:

1. List of Respondents
 2. SBE Compliance Review
 3. First Tier Tabulation Sheet
 4. Second Tier Tabulation Sheet
- c: Competitive Selection Committee
Clerk of the Board of County Commissioners



**MIAMI DADE COUNTY
STRATEGIC PROCUREMENT DEPARTMENT**

LIST OF RESPONDENTS

Project Name: Professional Services for Park, Recreation and Open Space Planning

Project No.: A23PR02

Measures: 13% SBE - A/E

No. of Agreements: 1

Contract Type: PROFESSIONAL SERVICES AGREEMENT

Submittal Date: 06/30/2023

Team No.: 1

Prime Local Preference: Yes

Prime Name: CHEN MOORE AND ASSOCIATES INC

FEIN No.: 592739866

Trade Name:

Sub-Consultants Name	Trade Name	Subs FEIN No.
a. NOVA CONSULTING INC		650577672
b. ZYSCOVICH LLC	ZYSCOVICH ARCHITECTS INC	592754852
c. BELLO & BELLO LAND SURVEYING CORPORATION		134219102
d. PEREZ PLANNING + DESIGN LLC		465212000
e. PROS CONSULTING INC	LEON YOUNGER PROS CONSULTING INC	351962892
f. RMPK FUNDING, INC.		020609342

Team No.: 2

Prime Local Preference: Yes

Prime Name: MILLER LEGG & ASSOCIATES INC

FEIN No.: 650563467

Trade Name:

Sub-Consultants Name	Trade Name	Subs FEIN No.
a. PROFESSIONAL SERVICE INDUST INC (PSI)		370962090
b. GURRI MATUTE PA		651038126
c. F R ALEMAN & ASSOCIATES INC		592751524
d. MARLIN ENGINEERING INC		650279601
e. SAVINO & MILLER DESIGN STUDIO PA		650412661
f. BERRY DUNN MCNEIL & PARKER LLC		010523282
g. MEDIA RELATIONS GROUP LLC		200118620
h. REDEVELOPMENT MANAGEMENT ASSOCIATES LLC		264367102
i. RMPK FUNDING, INC.		020609342
j. RRC ASSOCIATES INC		921526835
k. BMA CONSULTING ENGINEERING, INC.		455430739
l. THE IMAGE NETWORK INC	DOVER KOHL & PARTNERS	561577628



MIAMI DADE COUNTY
STRATEGIC PROCUREMENT DEPARTMENT

LIST OF RESPONDENTS

Project Name: Professional Services for Park, Recreation and Open Space Planning

Project No.: A23PR02

Measures: 13% SBE - A/E

No. of Agreements: 1

Contract Type: PROFESSIONAL SERVICES AGREEMENT

Submittal Date: 06/30/2023

Team No.: 3

Prime Local Preference: No

Prime Name: LOCAL OFFICE LANDSCAPE AND URBAN DESIGN LLC

FEIN No.: 205603405

Trade Name:

Sub-Consultants Name	Trade Name	Subs FEIN No.
a. ALLAN T SHULMAN ARCHITECT PA	SHULMAN & ASSOCIATES	650637279
b. LANGAN ENGINEERING & ENVIRONMENTAL SERVICES INC		223167382
c. JENSEN HUGHES INC,		521199515
d. GAHAGAN & BRYANT ASSOCIATES, INC.		112555408

Team No.: 4

Prime Local Preference: No

Prime Name: Brooks + Scarpa Architects, Inc.

FEIN No.: 010552842

Trade Name:

Sub-Consultants Name	Trade Name	Subs FEIN No.
a. J BONFILL & ASSOCIATES INC		650133546
b. TETRA TECH INC		954148514

FIRST TIER MEETING AUGUST 24, 2023		COMPETITIVE SELECTION COMMITTEE				SUB-TOTAL	TOTAL & ADJ. QUALITATIVE SCORE	ORIGINAL RANKING	Local Pref. Range & Ranking	FINAL RANK
PARK & RECREATION AND OPEN SPACES DEPARTMENT PROFESSIONAL SERVICES FOR PARK RECREATION AND OPEN SPACE PLANNING		Patrick Szular (Portland)	Cordelia Ingram (PHCD)	Rosa Davis (NER)						
TABULATION SHEET SPD PROJECT NO. A23PR02		NAME OF FIRM(S)								
1	CHEN MOORE AND ASSOCIATES, INC. (LOCAL)	50	45	45	45	183	446			
	1A - Qualification of firms including team members associated to the project (Max. 20 points)	18	19	18	15	70				
	2A - Knowledge and Past Experience of similar type projects (Max. 20 points)	12	19	19	20	70				
	3A - Past Performance of the Firm (Max. 20 points)	4	1	2	1	8				
	4A - Amount of Work Awarded and Paid by the County (Max. 5 points)	5	5	5	5	20				
	5A - Ability of team members to interface with the County (Max. 5 points)	95	95	95	95	380			281	
	Ordinal Scores	1	2	2	2	2				2
	Dropped Ordinal Scores	1	2	2	2	2				2
	Dropped Qualitative Scores	95				95	268			
	Tie-Breaker (SSC Ord.) - Criterion 1A, 2A, 3A, 4A, 5A, then Total Qual. Points for 1A, 2A, 3A, 4A, 5A.									
	Tie-Breaker (Total Ord. Score); Total Adjusted Qual. Points, then Total Qual. Points for 1A, 2A, 3A, 4A, 5A.									
2	MILLER LEGG & ASSOCIATES, INC. (LOCAL)	37	45	49	45	176				
	1A - Qualification of firms including team members associated to the project (Max. 20 points)	15	19	19	20	73				
	2A - Knowledge and Past Experience of similar type projects (Max. 20 points)	12	16	19	20	67				
	3A - Past Performance of the Firm (Max. 20 points)	3	3	4	2	12				
	4A - Amount of Work Awarded and Paid by the County (Max. 5 points)	4	5	5	5	20				
	5A - Ability of team members to interface with the County (Max. 5 points)	71	95	95	92	353			279	
	Ordinal Scores	2	3	1	1	1				1
	Dropped Ordinal Scores	3	3	1						
	Dropped Qualitative Scores	71				71	265			
	Tie-Breaker (SSC Ord.) - Criterion 1A, 2A, 3A, 4A, 5A, then Total Qual. Points for 1A, 2A, 3A, 4A, 5A.									
	Tie-Breaker (Total Ord. Score); Total Adjusted Qual. Points, then Total Qual. Points for 1A, 2A, 3A, 4A, 5A.									
3	LOCAL OFFICE LANDSCAPE AND URBAN DESIGN LLC. (NON-LOCAL)	25	47	40	45	157				
	1A - Qualification of firms including team members associated to the project (Max. 20 points)	10	19	15	15	59				
	2A - Knowledge and Past Experience of similar type projects (Max. 20 points)	10	19	18	15	62				
	3A - Past Performance of the Firm (Max. 20 points)	5	4	5	5	24				
	4A - Amount of Work Awarded and Paid by the County (Max. 5 points)	3	5	4	5	17				
	5A - Ability of team members to interface with the County (Max. 5 points)	53	95	92	95	200			259	
	Ordinal Scores	3	1	3	3	3				3
	Dropped Ordinal Scores	3	1							
	Dropped Qualitative Scores	53	94			53	247			
	Tie-Breaker (SSC Ord.) - Criterion 1A, 2A, 3A, 4A, 5A, then Total Qual. Points for 1A, 2A, 3A, 4A, 5A.									
	Tie-Breaker (Total Ord. Score); Total Adjusted Qual. Points, then Total Qual. Points for 1A, 2A, 3A, 4A, 5A.									
4	BROOKS + SCARPA ARCHITECTS, INC. (NON-LOCAL)									
	1A - Qualification of firms including team members associated to the project (Max. 20 points)									
	2A - Knowledge and Past Experience of similar type projects (Max. 20 points)									
	3A - Past Performance of the Firm (Max. 20 points)									
	4A - Amount of Work Awarded and Paid by the County (Max. 5 points)									
	5A - Ability of team members to interface with the County (Max. 5 points)									
	Ordinal Scores									
	Dropped Ordinal Scores									
	Dropped Qualitative Scores									
	Tie-Breaker (SSC Ord.) - Criterion 1A, 2A, 3A, 4A, 5A, then Total Qual. Points for 1A, 2A, 3A, 4A, 5A.									
	Tie-Breaker (Total Ord. Score); Total Adjusted Qual. Points, then Total Qual. Points for 1A, 2A, 3A, 4A, 5A.									

SECOND-TIER MEETING SEPTEMBER 6, 2023		COMMITTEE MEMBERS					SUB-TOTAL	TOTAL QUALITATIVE POINTS	TOTAL ORDINAL SCORES	ORDINAL RANKING	LOCAL PREFERENCE RANGE	FINAL RANK
PARK & RECREATION AND OPEN SPACES DEPARTMENT PROFESSIONAL SERVICES FOR PARK RECREATION AND OPEN SPACE PLANNING SPD PROJECT NO. A23PRO2		Marla Dohye Bakinger (PROS)	Sol Kohen (PROS)	Patrick Szulor (PortMiami)	Cortella Ingram (PHCD)	Rose Davis (RER)						
TABULATION SHEET												
1	BROOKS + SCARPA ARCHITECTS, INC. (NON-LOCAL) 1B - Knowledge of Project Scope (50 points) 2B - Qualifications of team members assigned to the project (40 points) 3B - Ability to provide required services within schedule and budget (10 points) ORDINAL SCORES The Breaker (CSC Ord) Criterion 1B, 2B, 3B, then Total Qualitative Points 1B, 2B, 3B The Breaker (Total Ordinal Score) Total Qualitative Points, then Total Qual. Pts 1B, 2B, 3B	35 29 7	40 30 10 80	48 38 8 94	50 30 10 55	48 35 8 91	221 171 43 435	11	2	457 413	3	
2	CHEN MOORE AND ASSOCIATES, INC. (LOCAL) 1B - Knowledge of Project Scope (50 points) 2B - Qualifications of team members assigned to the project (40 points) 3B - Ability to provide required services within schedule and budget (10 points) ORDINAL SCORES The Breaker (CSC Ord) Criterion 1B, 2B, 3B, then Total Qualitative Points 1B, 2B, 3B The Breaker (Total Ordinal Score) Total Qualitative Points, then Total Qual. Pts 1B, 2B, 3B	47 37 9	50 35 8 93	47 37 7 91	40 30 5 75	45 37 4 87	230 176 33 439	13	3	0 0	2	
3	MILLER LEGG & ASSOCIATES, INC. (LOCAL) 1B - Knowledge of Project Scope (50 points) 2B - Qualifications of team members assigned to the project (40 points) 3B - Ability to provide required services within schedule and budget (10 points) ORDINAL SCORES The Breaker (CSC Ord) Criterion 1B, 2B, 3B, then Total Qualitative Points 1B, 2B, 3B The Breaker (Total Ordinal Score) Total Qualitative Points, then Total Qual. Pts 1B, 2B, 3B	48 39 10	50 38 10 98	49 38 8 95	48 40 10 98	49 39 9 97	244 194 47 485	6	1	0 0	1	

Attachment E

FY2023-24 Adopted Budget
Book Pages

FY 2023-24 Adopted Budget and Multi-Year Capital Plan

KENDALL SOCCER PARK

PROGRAM #: 936860



DESCRIPTION: Construct areawide park improvements including building construction, athletic fields, playground, pedestrian circulation, picnic areas and landscaping

LOCATION: SW 127 Ave and SW 80 St
Unincorporated Miami-Dade County

District Located: 10
District(s) Served: Countywide

REVENUE SCHEDULE:	PRIOR	2023-24	2024-25	2025-26	2026-27	2027-28	2028-29	FUTURE	TOTAL
BBC GOB Financing	3,650	350	0	0	0	0	0	0	4,000
TOTAL REVENUES:	3,650	350	0	0	0	0	0	0	4,000
EXPENDITURE SCHEDULE:	PRIOR	2023-24	2024-25	2025-26	2026-27	2027-28	2028-29	FUTURE	TOTAL
Construction	3,572	350	0	0	0	0	0	0	3,922
Planning and Design	78	0	0	0	0	0	0	0	78
TOTAL EXPENDITURES:	3,650	350	0	0	0	0	0	0	4,000

LAGO MAR PARK

PROGRAM #: 934730



DESCRIPTION: Construct restroom building, vehicular and pedestrian circulation and field Improvements

LOCATION: SW 162 Ave and SW 80 St
Unincorporated Miami-Dade County

District Located: 11
District(s) Served: 11

REVENUE SCHEDULE:	PRIOR	2023-24	2024-25	2025-26	2026-27	2027-28	2028-29	FUTURE	TOTAL
BBC GOB Financing	340	660	0	0	0	0	0	0	1,000
TOTAL REVENUES:	340	660	0	0	0	0	0	0	1,000
EXPENDITURE SCHEDULE:	PRIOR	2023-24	2024-25	2025-26	2026-27	2027-28	2028-29	FUTURE	TOTAL
Construction	340	660	0	0	0	0	0	0	1,000
TOTAL EXPENDITURES:	340	660	0	0	0	0	0	0	1,000



LOCAL PARK DEVELOPMENT - PARK BENEFIT DISTRICT (PBD) NO. 1

PROGRAM #: 9340351




DESCRIPTION: Acquire and develop park land within PBD 1

LOCATION: Park Benefit District 1
Unincorporated Miami-Dade County

District Located: 1,2,3,4,5,6,10,12,13
District(s) Served: 1,2,3,4,5,6,10,12,13


REVENUE SCHEDULE:	PRIOR	2023-24	2024-25	2025-26	2026-27	2027-28	2028-29	FUTURE	TOTAL
Park Impact Fees	25,444	2,611	0	0	0	0	0	0	28,055
TOTAL REVENUES:	25,444	2,611	0	0	0	0	0	0	28,055
EXPENDITURE SCHEDULE:	PRIOR	2023-24	2024-25	2025-26	2026-27	2027-28	2028-29	FUTURE	TOTAL
Construction	4,039	795	925	1,625	2,325	790	0	0	10,499
Land Acquisition/Improvements	2,207	3,100	2,100	2,200	3,400	2,050	450	0	15,507
Planning and Design	854	420	375	400	0	0	0	0	2,049
TOTAL EXPENDITURES:	7,100	4,315	3,400	4,225	5,725	2,840	450	0	28,055

FY 2023-24 Adopted Budget and Multi-Year Capital Plan

✓ **LOCAL PARK DEVELOPMENT - PARK BENEFIT DISTRICT (PBD) NO. 2** PROGRAM #: 9340361 


DESCRIPTION: Acquire and develop park land within PBD 2
 LOCATION: Park Benefit District 2 District Located: 5,6,7,8,9,10,11
 Unincorporated Miami-Dade County District(s) Served: 5,6,7,8,9,10,11

REVENUE SCHEDULE:	PRIOR	2023-24	2024-25	2025-26	2026-27	2027-28	2028-29	FUTURE	TOTAL
Park Impact Fees	19,145	1,816	0	0	0	0	0	0	20,961
TOTAL REVENUES:	19,145	1,816	0	0	0	0	0	0	20,961
EXPENDITURE SCHEDULE:	PRIOR	2023-24	2024-25	2025-26	2026-27	2027-28	2028-29	FUTURE	TOTAL
Construction	2,602	350	875	1,550	1,525	1,450	500	0	8,852
Land Acquisition/Improvements	5,333	300	1,400	1,500	1,200	0	0	0	9,733
Planning and Design	1,151	350	425	425	25	0	0	0	2,376
TOTAL EXPENDITURES:	9,086	1,000	2,700	3,475	2,750	1,450	500	0	20,961

✓ **LOCAL PARK DEVELOPMENT - PARK BENEFIT DISTRICT (PBD) NO. 3** PROGRAM #: 9340281 

DESCRIPTION: Acquire and develop park land within PBD 3
 LOCATION: Park Benefit District 3 District Located: 8,9
 Unincorporated Miami-Dade County District(s) Served: 8,9

REVENUE SCHEDULE:	PRIOR	2023-24	2024-25	2025-26	2026-27	2027-28	2028-29	FUTURE	TOTAL
Park Impact Fees	25,828	3,863	0	0	0	0	0	0	29,691
TOTAL REVENUES:	25,828	3,863	0	0	0	0	0	0	29,691
EXPENDITURE SCHEDULE:	PRIOR	2023-24	2024-25	2025-26	2026-27	2027-28	2028-29	FUTURE	TOTAL
Construction	3,389	1,999	3,930	3,150	2,600	2,600	0	0	17,668
Land Acquisition/Improvements	371	600	2,000	2,800	2,700	1,000	0	0	9,471
Planning and Design	932	450	570	400	100	100	0	0	2,552
TOTAL EXPENDITURES:	4,692	3,049	6,500	6,350	5,400	3,700	0	0	29,691

LOCAL PARKS - COMMISSION DISTRICT 10 PROGRAM #: 932050 

DESCRIPTION: Construct improvements to existing local parks to include renovations and upgrades
 LOCATION: Various Sites District Located: 10
 Various Sites District(s) Served: 10

REVENUE SCHEDULE:	PRIOR	2023-24	2024-25	2025-26	2026-27	2027-28	2028-29	FUTURE	TOTAL
BBC GOB Financing	1,460	640	0	0	0	0	0	0	2,100
TOTAL REVENUES:	1,460	640	0	0	0	0	0	0	2,100
EXPENDITURE SCHEDULE:	PRIOR	2023-24	2024-25	2025-26	2026-27	2027-28	2028-29	FUTURE	TOTAL
Construction	1,265	640	0	0	0	0	0	0	1,905
Planning and Design	195	0	0	0	0	0	0	0	195
TOTAL EXPENDITURES:	1,460	640	0	0	0	0	0	0	2,100

FY 2023-24 Adopted Budget and Multi-Year Capital Plan

REDLAND FRUIT AND SPICE PARK

PROGRAM #: 939650



DESCRIPTION: Construct areawide park Improvements including but not limited to the construction of a new shelter, new green house building, new restroom building and overflow parking; clearing of field; demolition of one existing building; construction of connecting walkways for tram and pedestrians; ADA barrier removal; and various other improvements

LOCATION: 24801 SW 187 Ave
Unincorporated Miami-Dade County

District Located: 8
District(s) Served: Countywide

REVENUE SCHEDULE:	PRIOR	2023-24	2024-25	2025-26	2026-27	2027-28	2028-29	FUTURE	TOTAL
BBC GOB Financing	2,882	300	0	818	0	0	0	0	4,000
CIIP Program Financing	0	0	500	3,100	7,498	0	0	0	11,098
TOTAL REVENUES:	2,882	300	500	3,918	7,498	0	0	0	15,098
EXPENDITURE SCHEDULE:	PRIOR	2023-24	2024-25	2025-26	2026-27	2027-28	2028-29	FUTURE	TOTAL
Construction	2,766	0	0	3,918	7,498	0	0	0	14,182
Planning and Design	116	300	500	0	0	0	0	0	916
TOTAL EXPENDITURES:	2,882	300	500	3,918	7,498	0	0	0	15,098

Estimated Annual Operating Impact will begin in FY 2027-28 In the amount of \$400,000 and includes 3 FTE(s)



REGIONAL/ADA PARK PROGRAM

PROGRAM #: 2000002299



DESCRIPTION: Provide the necessary repairs to the County's aging facilities including, but not limited to, roofs, plumbing, electrical, air conditioning, furniture, fixtures, equipment, life safety and structural repairs, parking Improvements and various other Infrastructure/ facility needs as deemed necessary

LOCATION: Various Sites
Various Sites

District Located: 11
District(s) Served: Countywide

REVENUE SCHEDULE:	PRIOR	2023-24	2024-25	2025-26	2026-27	2027-28	2028-29	FUTURE	TOTAL
CIIP Program Bonds	686	0	0	0	0	0	0	0	686
CIIP Program Financing	0	813	924	500	1,000	2,191	0	0	5,428
Future Financing	0	0	0	600	1,000	5,000	8,923	70,400	85,923
TOTAL REVENUES:	686	813	924	1,100	2,000	7,191	8,923	70,400	92,037
EXPENDITURE SCHEDULE:	PRIOR	2023-24	2024-25	2025-26	2026-27	2027-28	2028-29	FUTURE	TOTAL
Construction	327	658	815	1,100	2,000	7,191	8,923	70,400	91,414
Planning and Design	359	155	109	0	0	0	0	0	623
TOTAL EXPENDITURES:	686	813	924	1,100	2,000	7,191	8,923	70,400	92,037

Attachment F

Professional Services Agreement
with
Miller Legg & Associates, Inc.

PARKS, RECREATION AND OPEN SPACES DEPARTMENT
NON-EXCLUSIVE PROFESSIONAL SERVICES AGREEMENT
FOR THE PARK, RECREATION AND OPEN SPACES PLANNING SERVICES

CONTRACT NO. A23PR02
January 2024



Daniella Levine Cava, Mayor

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In employment and services and does not discriminate on the basis of handicap.

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Parks, Recreation and Open Spaces Department
NON-EXCLUSIVE PROFESSIONAL SERVICES AGREEMENT
FOR THE PARK, RECREATION AND OPEN SPACES PLANNING SERVICES

CONTRACT NO. A23PR02

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ATTACHMENT B – TRUTH-IN-NEGOTIATION CERTIFICATE

NON-EXCLUSIVE PROFESSIONAL SERVICE AGREEMENT

THIS NON-EXCLUSIVE PROFESSIONAL SERVICES AGREEMENT (the “Agreement”) is made and entered into this ____ day of _____, 2024 by and between Miami-Dade County, a political subdivision of the State of Florida, hereinafter referred to as the “COUNTY”, and Miller Legg & Associates, INC., authorized to do business in the State of Florida with offices in Sunrise, Florida, hereinafter referred to as the “CONSULTANT”.

W I T N E S S E T H :

For and in consideration of the mutual agreements hereinafter contained, the COUNTY hereby retains the CONSULTANT and, the CONSULTANT hereby covenants to provide the professional services prescribed herein in connection with the Park, Recreation and Open Spaces Planning Services, Contract No. A23PR02, as more specifically described in SECTION II– PROFESSIONAL SERVICES of this Agreement, hereinafter referred to as the “PROJECT”.

SECTION I – COUNTY OBLIGATIONS

The COUNTY agrees that the Miami-Dade County Parks, Recreation and Open Spaces Department, hereinafter referred to as the “Department”, shall furnish to the CONSULTANT any plans and other data available in the COUNTY files pertaining to the work to be performed under this Agreement. Information shown on such plans or data shall be that which has been made available to the COUNTY and shall be provided to the CONSULTANT without guarantee regarding its reliability and accuracy. The CONSULTANT shall be responsible for independently verifying such information if it shall be used by the CONSULTANT to accomplish the work undertaken pursuant to this Agreement.

The Director of the Department or his/her designee, hereinafter referred to as the “Director”, reserves the right to guarantee the accuracy of information provided by the COUNTY to the

CONSULTANT. When such guarantee is provided in writing, the CONSULTANT shall not be compensated for independent verification of said information.

The Director shall issue written authorization to proceed to the CONSULTANT for each section of the work to be performed hereunder. These authorizations are referred to as Work Orders. In case of emergency, the Director reserves the right to issue oral authorization to the CONSULTANT with the understanding that written confirmation shall follow immediately thereafter.

The CONSULTANT shall submit a proposal, in a form acceptable to the COUNTY, upon the Director's request prior to the issuance of a Work Order. No payment shall be made for the CONSULTANT's time or services in connection with the preparation of any such proposal.

The Director shall confer with the CONSULTANT before any Work Order is issued to discuss and agree upon the scope, time for completion, and fee for services to be rendered pursuant to this Agreement.

The Director reserves the right to assign the CONSULTANT's design work to another CONSULTANT, including but not limited to a CONSULTANT on a previous, successor or concurrent contract and further reserves the right to assign another CONSULTANT's design work to CONSULTANT. CONSULTANT shall not be responsible for the design work assigned to another CONSULTANT if the design work is not 100% completed by the CONSULTANT and submitted as final documents by the CONSULTANT and accepted by the COUNTY.

Performance evaluations of the services rendered under this Agreement shall be performed by the Department and shall be utilized by the COUNTY as evaluation criteria for future solicitations.

SECTION II – PROFESSIONAL SERVICES

Upon receipt of authorization to proceed from the Director, the CONSULTANT agrees to perform professional services associated with the requested work in accordance with the negotiated terms of the applicable Work Order.

Said services may include, but not be limited to: Planning of greenways, blueways, from small neighborhood parks to large metropolitan parks. Additionally, planning and design of comprehensive long-range park system projects that include recreation centers, golf facilities, marinas, aquatic facilities, campgrounds, senior citizen centers, nature preserves, interpretive centers, large sports complexes, greenways, blueways and trails, and the integration of such facilities with the surrounding neighborhood context for communities of a similar size and scope while considering the south Florida geology and hydrology. The scope also includes creation of recreation plans, complete studies, and reports to meet the social, economic, and physical needs of communities, and develop strategies for implementation; coordination with the federal, state, and local government agencies, conservation districts, and non-governmental organizations involved in coastal and resilience efforts. Planning while addressing climate resilience issues, with a focus serving vulnerable communities. Planning by incorporating urban design, regional planning, transit-oriented development and landscape architecture and design. Performing real estate property due diligence and analysis, including land use and zoning analysis, and any supportive tasks ancillary to the primary scope of services as detailed on the A23PR02 Request for Price Proposals and all applicable Addenda.

In connection with professional services to be rendered pursuant to this Agreement, the CONSULTANT further agrees to:

- A. Provide complete engineering services to: Maintain an adequate staff of qualified personnel on the project at all times to complete the scope in accordance with the terms specified in the applicable Work Order. The COUNTY has the right to approve and regulate the CONSULTANT's workforce and approve specific CONSULTANT employees. The COUNTY has the right to have any CONSULTANT employee removed from the work, if, in the COUNTY's sole judgment, such employee's conduct or performance is detrimental to the project. The CONSULTANT shall not replace any employee in the team initially proposed by the CONSULTANT without prior COUNTY approval. The CONSULTANT shall submit a list

of employees intended to be engaged in the work under this Agreement, including their classification and salary rates, as reported to the Internal Revenue Service (I.R.S.).

- B. Comply with all federal, state and local laws, regulations, codes, ordinances, resolutions and administrative orders applicable to the work.
- C. Cooperate fully with the COUNTY in the scheduling and coordination of all phases of the work.
- D. Report the status of the work to the Director upon request and hold pertinent data, calculations, field notes, records, sketches, and other products open to the inspection of the Director at any time. The CONSULTANT shall reference all correspondence and work with the Work Order Number.
- E. Submit for COUNTY review, work schedules, cost estimates, design computations, drawings, sketches, and other data representative of the work's progress at the percentage stages of completion which may be stipulated in the applicable Work Order, as applicable. Submit for COUNTY approval the final work products upon incorporation of any modifications requested by the COUNTY during any previous review. Drawings shall be in AutoCAD format in a version acceptable to the Department. Upon finalization of work the CONSULTANT shall submit hard copy reproducible as well as editable final product disks to the Department.
- F. Confer with the COUNTY at any time during the further development and implementation of improvements for which the CONSULTANT has provided design or other services as to interpretation of plans and other documents, correction of errors and omissions and preparation of any necessary revisions thereof. The CONSULTANT shall not be compensated for the correction of CONSULTANT'S errors and omissions.
- G. Complete a preliminary check of any documents submitted for compliance with all county, city, state, and federal agencies as required prior to final approval of work by the Director.

H. Make no statements, press releases or publicity releases concerning this Agreement or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with this Agreement, or any particulars thereof, during the period of this Agreement, without first notifying the COUNTY and securing its consent in writing. The CONSULTANT also agrees that it shall not publish, copyright, or patent any of the data furnished in compliance with this Agreement, that being understood that under SECTION X – OWNERSHIP OF DOCUMENTS hereof such data or information is the property of the COUNTY.

SECTION III – TIME FOR COMPLETION

The services to be rendered by the CONSULTANT are for 1825 Calendar Days from the effective date of this Agreement, excluding Warranty Administration Period. This Agreement shall remain in full force and effect for 1825 Calendar Days after its date of execution or until completion of all project phases, whichever occurs last, unless terminated by mutual consent of the parties hereto.

A reasonable extension of time shall be granted in the event there is a delay on the part of the COUNTY in fulfilling its part of the Agreement or should a Force Majeure, as defined in Section IV hereof, render performance of the CONSULTANT's duties impossible. Such extensions of time shall not be cause for any claim by the CONSULTANT for extra compensation.

SECTION IV– FORCE MAJEURE

Force Majeure shall mean an act of God, epidemic, lightning, earthquake, fire, explosion, hurricane, flood or similar occurrence, strike, an act of a public enemy, or blockade, insurrection, riot, general arrest or restraint of government and people, civil disturbance or similar occurrence, which has had or may reasonably be expected to have a material adverse effect on the rights and obligations under this Agreement, and which, by the exercise of due diligence, such parties shall not have been able to avoid. Such acts or events DO NOT INCLUDE inclement weather (except as noted above) or the acts

or omissions of sub-consultants/subcontractors, third-party consultants/contractors, material men, suppliers, or their subcontractors, unless such acts or omissions are otherwise encompassed by the definition set forth above.

No party hereto shall be liable for its failure to carry out its obligations under the Agreement during a period when such party is rendered unable, in whole or in part, by Force Majeure to carry out such obligations, but the obligation of the party or parties relying on such Force Majeure shall be suspended only during the continuance of any inability so caused and for no longer period of said unexpected or uncontrollable event, and such cause shall, so far as possible, be remedied with all reasonable dispatch.

It is further agreed and stipulated that the right of any party hereto to excuse its failure to perform by reason of Force Majeure shall be conditioned upon such party giving, to the other party or parties, written notice of its assertion that a Force Majeure delay has commenced within ten (10) working days after such commencement, unless there exists good cause for failure to give such notice, in which event, failure to give such notice shall not prejudice any party's right to justify any non-performance as caused by Force Majeure unless the failure to give timely notice causes material prejudice to the other party or parties.

SECTION V – COMPENSATION

The COUNTY agrees to pay and the CONSULTANT agrees to accept a fee representing full compensation for the performance of the services specified herein. The CONSULTANT shall submit monthly invoices for all Work in progress using a format and procedure provided by the Department and in accordance with the Prompt Payment Ordinance No. 94-40. Invoices shall be submitted within one hundred twenty (120) days of the performance of the service being billed. The COUNTY shall not pay invoices that are not properly submitted within that period. Additionally, the COUNTY may withhold payment of any invoices from the CONSULTANT if the COUNTY determines that the

CONSULTANT submitted and received payment of an inaccurate invoice, without limitation to any other legal or equitable remedies. Fees and other compensation will be computed in accordance with one or a combination of the methods outlined in subsections A, B and C below as specified in a written task authorization to proceed approved by the Director or the Director's designee:

A. Fee for Professional Services as a Multiple of Direct Salary Cost and Fixed Hourly Rate:

1. The fee for professional services rendered by the CONSULTANT'S employees, principals excluded, shall be computed based on the direct salary cost, as reported to the Internal Revenue Service, excluding bonuses or awards if applicable, for the time of said employee engaged directly in the Work times a negotiated multiplier of 2.9 for Office Employees, and 2.2 for the CONSULTANT'S employees working in COUNTY offices. Invoicing by the CONSULTANT for persons not specifically provided for above shall be prohibited without the advance written approval of the Director for good cause shown and documented in the project file. The Director shall approve such invoicing only in the event that it is necessary to address unique project needs. Office Personnel shall mean personnel that are located in the home offices of the CONSULTANT and/or Subconsultant(s), when such home offices provide office space. Field Personnel shall mean personnel that are performing duties in the field or outside of the home offices of the CONSULTANT and/or Subconsultant, and at offices of the COUNTY for more than thirty (30) days, but not considered permanent. This fee shall constitute full compensation to the CONSULTANT for costs incurred in the performance of the Work, such as salaries of all employees including clerical staff, overhead, fringe benefits, operating margin and all other costs not covered by reimbursable expenses. Clerical staff is defined to include secretarial, word processing and staff performing administrative functions. In no case, except for Technical Expert/Specialty Consultant, shall the maximum rate of compensation, including

multipliers of direct salary, exceed One-Hundred and Ninety-Five Dollars (\$195.00) * per hour for the CONSULTANT and Subconsultant(s). Furthermore, the maximum raw hourly rates (before the multiplier) are capped and shall not exceed the following:

Project Manager.....	\$ 125.22
Senior Landscape Architect / Planner.....	\$ 63.95
Landscape Architect.....	\$ 45.67
Chief Recreation Planner.....	\$ 125.00
Recreation Planner.....	\$ 36.25
Landscape Designer.....	\$ 37.49
Certified Arborist.....	\$ 48.97
Senior Environmental Specialist.....	\$ 90.11
Environmental Specialist / Biologist.....	\$ 48.97
Senior Surveyor.....	\$51.74
GIS Specialist.....	\$48.97
Senior Survey Designer.....	\$44.03
Per Member on Surveying Field Crew (Party of 2).....	\$38.46
Per Member on Surveying Field Crew (Party of 3).....	\$32.01
Per Member on Surveying Field Crew (Party of 4).....	\$29.76
Senior Engineer	\$75.00
Project Engineer.....	\$62.88
Engineering Technician.....	\$42.25
Engineering Designer.....	\$42.55
Administrative/Clerical Staff.....	\$41.63

*Hourly Flat Rate

The Maximum rate of compensation for all other office personnel, not listed above, including the multiple of Direct Salaries shall not exceed One-hundred and ninety-five Dollars (\$195.00) per hour.

The Owner reserves the right to adjust the maximum rate.

Rates for Technical Expert/Specialty Consultant shall be negotiated and approved by Director or Director's designee. The COUNTY has the right to verify the rates and multipliers used in this AGREEMENT through an audit. No escalation will be permitted. Compensation to CONSULTANT shall be limited by the multipliers, maximum rate of compensation, and maximum raw hourly rates set forth for the CONSULTANT in this Section. Invoicing by the CONSULTANT for services in excess of this limitation shall be prohibited without the advance written approval of the Director for good cause shown and documented in the project file. The Director shall approve such invoicing only in the event that it is necessary to address unique project needs.

2. For employees that are on an hourly basis and are required to be paid overtime, compensation for overtime Work considered necessary and previously authorized in advance by the Director or the Director's designee in writing shall be computed with a multiplier of 2.9 times the overtime rate and number of hours (2.9 x overtime rate x number of hours of overtime). Principals and all salaried employees shall not receive additional compensation for performance of overtime Work. Overtime is defined as Work in excess of forty (40) hours per week. The multiplier rate in Section V.A.1 does not apply.
- 3) Labor rates (Direct Salaries) shall be in accordance with the list of employees and rates supplied by the CONSULTANT and its Subconsultant(s), and made a part hereof as Attachment "A" and shall be consistent with prevailing local wage rates paid for similar

Work to similar employee classifications and subject to approval by the Director or the Director's designee prior to starting Work.

- 4) The CONSULTANT and its Subconsultant(s) shall not invoice the COUNTY for charges for office, rent or overhead expenses of any kind including, but not limited to: insurance, local telephone (including cellular service) and utility charges, office/drafting supplies, depreciation of equipment, professional dues, subscriptions, customary computer software/hardware, reproduction of drawings and/or specifications, mailing, stenographic, or clerical work. Nor shall the CONSULTANT invoice for employee time not directly related to the Work or travel and subsistence not directly related to the Work. The multiplier factor set forth in Section V.A.1. above shall cover all such costs pertinent to the Work.
- 5) All payments to Subconsultant(s) employed hereunder shall be the sole responsibility of the CONSULTANT unless otherwise provided for herein or within a written task authorization to proceed. The CONSULTANT shall not submit invoices, which include charges for services by Subconsultant(s), unless such services have been performed satisfactorily and the charges are, in the opinion of the CONSULTANT, payable to such Subconsultant(s).
- 6) The CONSULTANT shall promptly make all payments to such Subconsultant(s) following receipt by the CONSULTANT of corresponding payment from the COUNTY. Prior to any payments to Subconsultant(s), the CONSULTANT shall, if requested by the Director or the Director's designee, furnish to the COUNTY a copy of the agreement(s) providing for such payments. Compensation rate to Subconsultants(s) authorized by the Director as services shall not exceed the CONSULTANT'S rates referenced above unless otherwise approved in advance by the Director or the Director's designee.

- 7) The CONSULTANT and its Subconsultant(s) shall be compensated at the flat rate of Two-Hundred and Thirty dollars (\$230.00) per hour for the time a Principal(s) is/are engaged directly in the Work. This rate shall not be subject to the negotiated multiplier. The Director reserves the right to substitute Principals in its sole discretion upon request by the CONSULTANT.
- 8) Not To Exceed: Under this compensation, the CONSULTANT is compensated for the actual time of personnel engaged directly in performing services under this AGREEMENT. A not to exceed cap for the total fee for each assignment given under this compensation basis may be established prior to the issuance of the task authorization to proceed. The compensation method shall be in accordance with the compensation schedule as shown in Section V.A.1 of this AGREEMENT.
- B. Lump Sum Fee: The fee for any requested portion of Work may be, at the option of the Department, a lump sum mutually agreed upon by the Director or the Director's designee and the CONSULTANT. The lump sum fee will be estimated based on the direct salaries times the negotiated multiplier times the hours per employee. Designated lump sum fees shall be stated in the written task authorization to proceed. Lump sum fees shall NOT include any reimbursable expenses, which must be separately accounted and paid on the basis of original receipts and actual costs.
- C. Reimbursable Expenses: The CONSULTANT may be compensated on a direct reimbursement basis for certain Work-related expenditures not covered by fees for engineering services, provided such expenditures are reasonable and previously authorized by the Director or the Director's designee in writing. Reimbursable expenses typically are not considered the cost of doing day-to-day business and may include:
- 1) Expenses for laboratory tasks and analyses, permitting fees, printing and reproduction costs, rental or purchase of specialized equipment, software licenses

and instruments necessary for the efficient performance of the Work, provided that such equipment and instruments become the property of the COUNTY upon Work completion.

- 2) Expenses for travel (except commuting)-the CONSULTANT shall claim no more in expenses for travel, transportation, and subsistence than would be allowed an “authorized person” pursuant to the terms of Section 112.061, Florida Statutes, and the County’s Administrative Orders 6-1 and 6-3, as presently written or hereafter amended. No such expenses shall be approved without the prior written consent of the Director or the Director’s designee. For the purposes of this Section, the principal place of business shall be considered the CONSULTANT’S local corporate headquarters. Failure to obtain such prior authorization shall be grounds for nonpayment of such expenses. To be compensated, the CONSULTANT shall maintain accurate records in a format and procedure provided by the Department, and the CONSULTANT shall submit said records with their invoices.
- 3) Reimbursable expenses of the CONSULTANT and approved Subconsultants shall be identified on a direct cost basis. Mark-ups as a percentage of salary costs are not permissible and will not be reimbursed or paid.
- 4) The CONSULTANT shall be required to submit original receipts of all reimbursable expenses for task authorizations to proceed issued on a time and material basis and lump sum.
- 5) Items not listed shall be reviewed on a case-by-case basis and shall require approval in advance by the Director or the Director’s designee.

D. Maximum Compensation: The total of all payments to the CONSULTANT pursuant to this AGREEMENT shall not exceed Two million, four hundred and fifty-four thousand five hundred and forty-five dollars and forty-five cents (\$2,454,545.45), excluding

contingencies for an effective term of One thousand eight hundred and twenty-five calendar days with no option to renew. No minimum amount of compensation is guaranteed to the CONSULTANT. Maximum Compensation may not be increased for the entire duration of the AGREEMENT without approval by the Mayor or Mayor's designee in accordance with his powers granted under Section 2-8.2.12 or if beyond such authority, through written amendment approved by the Board of County Commissioners.

E. Contingency Allowance Account: In the event that a contingency necessitates the performance of services or additional services by the CONSULTANT after the Two million, four hundred and fifty-four thousand five hundred and forty-five dollars and forty-five cents (\$2,454,545.45) maximum compensation limit of the AGREEMENT has been encumbered, the Director or the Director's designee shall have the right to authorize performance of additional services, provided that compensation for such services does not exceed ten percent (10%) of the AGREEMENT maximum compensation limit which maximum contingency allowance amount shall be Two hundred forty-five thousand four hundred fifty-four dollars and fifty-five cents (\$245,454.55). Before any additional services are begun, a task authorization to proceed from the Director shall be given to the CONSULTANT. The task authorization to proceed must clearly identify, explain and justify the reason for the additional services. The CONSULTANT shall have no entitlement to any of these funds. The COUNTY retains all rights to these funds, may expend these funds at its sole discretion, and any funds not expended from this Allowance Account remain the property of the COUNTY.

F. Compensation for Other Services (IF APPLICABLE):

Surveying and Testing Services: In the event surveying and testing services are required during the Project and such work is authorized by the Director or his designee, the CONSULTANT shall be compensated for performance of said work and the rates shall not

exceed the negotiated rates under the latest Miami-Dade County contract and schedule of payment.

G. Truth-In-Negotiation Certification of Wage Rates: Attached hereto as Attachment “B” is the Truth-in-Negotiation Certificate required by Administrative Order 3-39 and Section 287.055(5)(a), Florida Statutes. The CONSULTANT hereby certifies and agrees that wage rates and other factual unit costs, as submitted in support of the compensation provided in this Section, are accurate, complete and current as of the date of this AGREEMENT. It is further agreed that said compensation shall be adjusted to exclude any significant costs where the COUNTY shall determine that the price of services was increased due to inaccurate, incomplete or unclear wage rates or other factual unit costs. All such compensation adjustments shall be made within one (1) year from the date of final billing or acceptance of the Work by the COUNTY, whichever is later. The COUNTY reserves the right to request a certified copy of the CONSULTANT’S payroll at any time during the term of this agreement.

H. County Discretion To Negotiate: Notwithstanding and prevailing over any other provision of this AGREEMENT, the COUNTY reserves the right in its sole discretion, through the Director or the Director’s designee, to negotiate fees and rates with the CONSULTANT, mutually acceptable to the COUNTY and the CONSULTANT, that are less than those set forth herein for particular projects, including but not limited to, a lower multiplier and hourly rates.

SECTION VI – ADDITIONAL SERVICES (ALLOWANCE ACCOUNT)

In the event that a contingency necessitates the performance of additional services by the CONSULTANT after the **Two million, four hundred and fifty-four thousand five hundred and forty-five dollars and forty-five cents** maximum compensation limit of the Agreement has been

encumbered, the Director shall have the right to authorize performance of additional services provided that compensation for such services does not exceed ten percent (10%) of the Agreement's maximum compensation limit or \$245,454.55. It is understood that any unspent portion of the allowance account is to remain with the COUNTY.

SECTION VII – METHODS OF PAYMENT

The COUNTY agrees to make monthly or partial payments to the CONSULTANT, in accordance with Prompt Payment Ordinance No. 94-40, currently in effect or as amended in the future, for all authorized work performed during the previous calendar month or other mutually agreed invoicing period. The CONSULTANT is responsible to submit invoices that do not contain charges that are more than 120 days old. In the case where disallowed charges are found, the COUNTY may return the entire invoice for correction and resubmittal. The CONSULTANT agrees to provide all records necessary to substantiate payment request to the COUNTY. Payments shall be made in accordance with the following methods:

A. Time and/or material for Professional Fees and/or Reimbursable Expenses

(1) The CONSULTANT shall submit the invoice in a format provided by the Department. Each invoice shall reference the particular authorization to proceed that authorized the services and shall include a status report describing work completed.

(2) With each invoice, the CONSULTANT shall submit a "Utilization Report" form in accordance with the Regulatory and Economic Resources Department's requirements. Invoices shall not be considered valid without said form.

(3) The amount of the invoice submitted shall be comprised of the amounts due for all services performed and reimbursable expenses incurred during the previous calendar month or mutually agreed invoicing period to date in connection with authorized work. The amounts due for professional services and reimbursable expenses shall be calculated in accordance with

Section V, Compensation, hereof, respectively. Invoiced reimbursable expenses must be substantiated by original receipts and other documentation as necessary.

B. Lump Sum Fee

(1) The CONSULTANT shall submit the invoice in a format provided by the Department. Each invoice shall reference the particular task order authorization to proceed which authorized the services and shall include a status report describing work completed.

(2) With each invoice, the CONSULTANT shall submit a "Utilization Report" form in accordance with the Regulatory and Economic Resources Department's requirements. Invoices shall not be considered valid without said form.

(3) The amount due on the invoice shall be calculated by applying the percentage of the total work completed to date to the authorized lump sum and subtracting any previous billings.

(4) Payments shall be calculated on a percentage of work completed.

SECTION VIII – SCHEDULE OF WORK

The Director shall have the sole right to determine on which parts or phases of the work the CONSULTANT shall proceed and in what order. The Work Order(s) issued by the Director shall cover in detail the scope, specific deliverables, time for completion, method of payment and compensation for the professional services requested in connection with each part or phase of work.

SECTION IX – RIGHT OF DECISIONS AND DISPUTE RESOLUTION

All services shall be performed by the CONSULTANT to the reasonable satisfaction of the Director who shall decide all questions, difficulties, and disputes of whatever nature which may arise under or by reason of this Agreement, the prosecution and fulfillment of the services hereunder, and the character, quality, amount and value thereof.

In the event the CONSULTANT and COUNTY are unable to resolve their differences concerning any determination made by staff or any dispute or claim arising under or relating to the

Contract, either the CONSULTANT or COUNTY may initiate a dispute in accordance with the procedure set forth in this Section. Exhaustion of these procedures shall be a precondition to any lawsuit permitted hereunder.

The parties to this contract hereby authorize the Parks, Recreation and Open Space Director, functioning as the Contracting Officer or his/her designee, to decide all questions, disputes or claims of any nature whatsoever arising out of, under, or in connection with, or in any way related to or on account of, this Contract and this decision shall be conclusive, final and binding on the parties, subject only to the limited right of review specified below. The parties hereto further agree that, upon timely request under this Section, both the CONSULTANT and COUNTY are entitled to a hearing before the Contracting Officer, or his/her designee, at which both CONSULTANT and the COUNTY may present evidence and live testimony, in accordance with the Florida Rules of Evidence, and the right to cross-examine each other's witnesses.

If either party wishes to protest the determination of the Contracting Officer, such party may commence an appeal in a Court of competent jurisdiction no later than 30 calendar days from the issuance of the Contracting Officer's written decision, it being understood that the review of the Court shall be limited to the question of whether or not the Contracting Officer's determination was arbitrary and capricious, unsupported by any competent evidence, or so grossly erroneous to evidence bad faith.

Pending final decision of a dispute hereunder, the CONSULTANT shall proceed diligently with the performance of the Contract and in accordance with the COR's interpretation.

SECTION X – OWNERSHIP OF DOCUMENTS

All notes, correspondence, documents, designs, drawings, cost estimates, renderings, calculations, specifications, models, photographs, reports, surveys, investigations, and any other documents and copyrights thereto for Services performed or produced in the performance of this Agreement, whether in paper or other hard copy medium or in electronic medium, except with respect

to copyrighted standard details and designs owned by the CONSULTANT or owned by a third party and licensed to the CONSULTANT for use and reproduction, shall become the property of the COUNTY without restrictions or limitations. However, the COUNTY may grant an exclusive license of the copyright to the CONSULTANT for reusing and reproducing copyrighted materials or portions thereof as authorized by the COUNTY in advance and in writing. In addition, the CONSULTANT shall not disclose, release, or make available any document to any third party without prior written approval from COUNTY. The CONSULTANT shall warrant to the COUNTY that he/she has been granted a license to use and reproduce any standard details and designs owned by a third party and used or reproduced by the CONSULTANT in the performance of this Agreement. All drawings shall be AutoCAD format in a version acceptable to the Department, produced by computer in files maintained on disks. When each individual section of work requested pursuant to this Agreement is completed and accepted, all of the above data shall be delivered to the Director. Nothing contained herein shall be deemed to exclude any document from Chapter 119 of the Florida Statutes.

SECTION XI – REUSE OF DOCUMENTS

The CONSULTANT may reuse data where appropriate from other sections of the work included in this Agreement provided irrelevant material is deleted. The COUNTY shall not be re-invoiced for such reused data. The Director shall not accept any reused data containing an excess of irrelevant material, which has no connection with the applicable portion of the work. The COUNTY shall not re-use design documents on other projects not contemplated under this Agreement. Any such re-use shall be at the COUNTY's sole risk without legal liability to the CONSULTANT.

SECTION XII – NOTICES

Any notices, reports or other written communications from the CONSULTANT shall be considered delivered when posted by certified mail, electronic media or delivered in person to the Director. Any notices, reports or other communications from the COUNTY to the CONSULTANT

shall be considered delivered when posted by certified mail to the CONSULTANT at the last address left on file with the COUNTY or delivered in person to said CONSULTANT or the CONSULTANT's authorized representative.

SECTION XIII – ABANDONMENT

In the event the COUNTY causes abandonment, cancellation, or suspension of the projects or parts thereof, the CONSULTANT shall be compensated for all services rendered consistent with the terms of this Agreement up to the time the CONSULTANT receives written notification of such abandonment, cancellation or suspension. This compensation shall be determined on the basis of the percentage of the total services which have been performed at the time of the CONSULTANT receives such notice. In the event partial payment has been made for professional services not performed, the CONSULTANT shall return such sums to the COUNTY within ten (10) days after receipt of written notice that such sums are due.

SECTION XIV – AUDIT RIGHTS

The COUNTY reserves the right to audit the records of the CONSULTANT related to this Agreement at any time during the prosecution of the work included herein and for a period of three (3) years after final payment is made. The CONSULTANT agrees to provide copies of any records necessary to substantiate payment requests to the COUNTY, including but not limited to audited financial statements, balance sheets and other financial records. In the event an audit undertaken pursuant to this section reveals improper, inadvertent, or mistaken payments to the CONSULTANT, the CONSULTANT shall remit such payments to the COUNTY. The COUNTY shall retain all legal and equitable rights with respect to recovery of payments.

SECTION XV – SUBCONTRACTING AND ASSIGNMENT

The CONSULTANT shall not assign or transfer any portion of the work under this Agreement other than as provided for herein without the prior written consent of the Director. When applicable and upon receipt of such consent in writing, the CONSULTANT shall cause the names of firms responsible for portions of each specialty of the work to be inserted in the pertinent documents or data. No assignment or transfer of work will be allowed. Nothing contained in this Agreement shall create any contractual relationship between the COUNTY and the Sub-consultant(s).

In addition, and as applicable, the CONSULTANT agrees to comply with the Miami-Dade COUNTY Ordinance 01-103 and Administrative Order 3-32 regarding the Community Business Enterprise (CBE-A/E) Program. The COUNTY has established a contract measure of **13% SBE-A&E** sub-consultant goal. A. Sub-consultant(s)

The compensation for services rendered by the Sub-consultant(s) shall be in accordance with this Section and Section V - COMPENSATION. The Sub-consultant(s) authorized to perform professional services associated with this Agreement are:

- | | | |
|---|------------------------------|-----------------------------|
| <u>BMA Consulting, Inc.</u> | <u>Berry Dunn</u> | |
| <u>Dover Kohl</u> | <u>FR Aleman</u> | <u>Gurri Matute</u> |
| <u>Marlin Engineering</u> | <u>Media Relations Group</u> | <u>RMA</u> |
| <u>Intertek/Professional Service Industries, Inc. (PSI)</u> | <u>RMPK Funding</u> | |
| <u>RRC Associates</u> | <u>Savino Miller</u> | <u>Cesar M. Garcia-Pons</u> |

In no case the maximum rate of compensation, per classification, including multiples of direct salary for services rendered by the Sub-consultant(s) personnel, principals excluded, shall exceed the rate stipulated, per classification, in Section V of this agreement.

All services provided by the Sub-consultant(s) shall be pursuant to appropriate agreements between the CONSULTANT and the Sub-consultant(s) which shall contain

provisions that preserve and protect the rights of the COUNTY under this Agreement, and indemnify and hold harmless the COUNTY.

Sub-consultant(s) other than those listed above may not be utilized on the work unless their utilization has been approved in advance by the COUNTY in writing. The COUNTY reserves the right at any time to withdraw the approval of a Sub-consultant, if it decides that the services performed by the Sub-consultant, are not acceptable to the COUNTY.

The CONSULTANT shall not change any Sub-consultant without prior approval of the COUNTY in response to a written request from the CONSULTANT stating the reasons for any proposed substitution.

SECTION XVI - CERTIFICATION

The CONSULTANT certifies that no companies or persons, other than bonafide employees working solely for the CONSULTANT or the CONSULTANT's COUNTY approved Sub-consultant(s), have been retained or employed to solicit or secure this Agreement or have been paid or guaranteed payment of any fees, commissions, percentage fees, gifts or any other considerations contingent upon or resulting from the award or making of this Agreement. The CONSULTANT also certifies that no COUNTY personnel, whether full-time or part-time employees, has or shall be retained or employed in any capacity, by the CONSULTANT or the CONSULTANT's COUNTY approved Sub-consultant(s), to accomplish the work contemplated under the terms of this Agreement. For breach or violation of this Certification, the Director shall have the right to annul this Agreement without liability.

SECTION XVII – TERMINATION OF AGREEMENT

It is expressly understood and agreed that the Director may terminate this Agreement, in total or in part, without cause or penalty, by thirty (30) days prior written notification in writing from the Director or by declining to issue Work Orders, as provided in Section VIII; in which event the

COUNTY's sole obligation to the CONSULTANT shall be payment, in accordance with Section V – Compensation, for those units or sections of work previously authorized. Such payment shall be determined on the basis of the hours or percentage of work performed by the CONSULTANT, found acceptable to the COUNTY, up to the time of termination. In the event partial payment has been made for professional services not performed, the CONSULTANT shall return such sums to the COUNTY within ten (10) days after receipt of written notice that said sums are due. Upon such termination, the COUNTY may, without penalty or other obligation to the CONSULTANT, elect to employ other persons to perform the same or similar services.

SECTION XVIII – DURATION OF AGREEMENT

This Agreement shall remain in full force and effect for a period of One thousand eight hundred and twenty-five Calendar days effective term after its date of execution, provided that the maximum compensation set forth in Section V(D) is not reached by the completion of the initial effective term (although actual completion of the services hereunder may extend beyond such term) or until depletion of the funds allocated to pay for the cost of said services, whichever occurs first, unless the contract is terminated by mutual consent of the parties hereto or as provided in Section XIII, Section XVI, Section XVII, Section XIX, Section XXIII, and Section XXV hereof. The performance of specifically and properly authorized services which may extend beyond the Agreement's effective term shall be compensated in accordance to Section V hereof.

This Contract contains a Contingency Allowance time extension not to exceed ten percent (10 %) of the original Contract Duration. Pursuant to a written request by the Consultant for a time extension for reasons exhibited in Sections III and IV, that affects the critical path schedule of the Contract or any previously approved changes; written documentation that supports the justification of a time extension, review and concurrence by the department A/E, a Contract Contingency Allowance Expenditure Authorization will be created for execution by all parties. Once executed the time

extension will adjust the scheduled completion date. The cumulative total of all Contingency Allowance time extensions shall not exceed ten percent (10%) of the original Contract Duration rounded off to the next whole number.

SECTION XIX – DEFAULT

In the event the CONSULTANT fails to materially comply with the provisions of this Agreement, the Director may declare the CONSULTANT in default by thirty (30) days prior written notification. In such event, the CONSULTANT shall only be compensated for any professional services completed as of the date written notice of default is served. In the event partial payment has been made for such professional services not completed, the CONSULTANT shall return such sums to the COUNTY within ten (10) days after receipt of written notice that said sums are due. The CONSULTANT shall not be compensated for professional services, which have been performed but not completed by the time the Director declares a default. In the event the COUNTY prevails in litigation to enforce the provisions of the Agreement, the COUNTY shall be compensated by the CONSULTANT for reasonable attorney's fees and court costs.

Scrutinized Companies - By executing this Agreement through a duly authorized representative, the CONSULTANT certifies that the CONSULTANT is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, as those terms are used and defined in sections 287.135 and 215.473 of the Florida Statutes. The County shall have the right to terminate this Agreement for default if the CONSULTANT is found to have submitted a false certification or to have been, or is subsequently during the term of the Agreement, placed on the Scrutinized Companies for Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

SECTION XX – INDEMNIFICATION AND INSURANCE

CONSULTANT, in accordance with Section 725.08, Florida Statutes, shall indemnify and hold harmless the COUNTY, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONSULTANT and other persons employed or utilized by the CONSULTANT in the performance of this Agreement.

CONSULTANT expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by CONSULTANT shall in no way limit the responsibility to indemnify, keep and save harmless and defend the COUNTY or its officers, employees, agents and instrumentalities as herein provided.

The CONSULTANT agrees and recognizes that the COUNTY shall not be held liable or responsible for any claims, which may result from any negligent reckless, or intentionally wrongful actions, errors or omissions of the consultant in which the COUNTY participated either through review or concurrence of the CONSULTANT's actions. In reviewing, approving or rejecting any submissions by the Contractor or other acts of the CONSULTANT, the COUNTY in no way assumes or shares any responsibility or liability of the CONSULTANT or Sub-consultants, the registered professionals (architects and/or CONSULTANTs) under this agreement.

The CONSULTANT shall not commence any work pursuant to this Agreement until all insurance required under this section has been obtained and such insurance has been approved by the COUNTY's Risk Management Division.

The CONSULTANT shall furnish to the Miami-Dade County, c/o Miami-Dade Parks, Recreation and Open Spaces Department, Contract Section, 275 NW 2st Street, 4th Floor, Miami, Florida 33128 Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

- A. Worker's Compensation Insurance for all employees of the Contractor as required by Florida Statute 440.
- B. Commercial General Liability Insurance in an amount not less than \$1,000,000 per occurrence, and \$2,000,000 in the aggregate, not to exclude coverage for Products and Completed Operations. **Miami-Dade County must be shown as an additional insured with respect to this coverage.**
- C. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage.
- D. Professional Liability Insurance in an amount not less than \$1,000,000 per claim.

The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operations of the CONSULTANT. All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

The company must be rated no less than "A-" as to management, and no less than "Class VII" as to financial strength, by Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County Risk Management Division

or

The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida" issued by the State of Florida Department of Financial Services.

**NOTE: CERTIFICATE HOLDER
MUST READ:**

**MIAMI-DADE COUNTY
111 NW 1st STREET
SUITE 2340
MIAMI, FL 33128**

Compliance with the foregoing requirements shall not relieve the CONSULTANT of the liabilities and obligations under this Section or under any other portion of this Agreement, and the COUNTY shall have the right to inspect the original insurance policies in the event that submitted certificates of insurance are inadequate to ascertain compliance with required coverages.

SECTION XXI – TRUTH-IN-NEGOTIATION CERTIFICATION OF WAGE RATES

Pursuant to AO 3-39 and Florida State Statutes Chapter 287.055 5(a): For all lump sum costs or costs plus a fixed fee contract in which a fee will exceed one hundred fifty thousand dollars (\$150,000; 287.017 -category four), the COUNTY will require the firm receiving the award to execute a Truth-In-Negotiation Certificate as required by Chapter 287, Florida Statutes. The language below suffices as the Truth-In-Negotiation Certificate when included in a contract in which a fee will exceed the above-referenced amount:

In accordance with Florida Statute 287.055 5(a), the CONSULTANT hereby certifies and warrants that wage rates and other factual unit costs, as submitted in support of the compensation provided in Section V, are accurate, complete and current as of the date of this Agreement. It is further agreed that said compensation shall be adjusted to exclude any significant costs where the COUNTY shall determine that the price of services was increased due to inaccurate, incomplete or unclear wage rates or other factual unit costs. All such compensation adjustments shall be made within three (3) years from the date of final billing or acceptance of the work by the COUNTY, whichever is later.

SECTION XXII – APPLICABLE LAWS

The CONSULTANT agrees to abide and be governed by all Applicable Laws. Applicable Laws shall mean, whether singular or plural, all federal, state, county and local statutes, codes, laws, rules, regulations, ordinances, orders and standards applicable to the Agreement, any other such law hereafter enacted, and any rules adopted pursuant thereto, as all such laws and rules may be amended

from time to time. Applicable local laws and ordinances include but are not limited to the following, all as they may be amended from time to time:

Ordinance No. 72-82 (Conflict of Interest), as amended by Ordinances 00-01,00-46.

- A. The CONSULTANT shall comply with the requirements of MDC Code Sections 2-10.4.01 and 10-38, and Implementing Order No. 3-32; COMMUNITY BUSINESS ENTERPRISE (CBE-A/E) PROGRAM FOR THE PURCHASE OF ARCHITECTURAL, LANDSCAPE ARCHITECTURAL, ENGINEERING, OR SURVEYING AND MAPPING SERVICES.
- B. The CONSULTANT shall comply with the requirements of MDC Code Section 2-1076 – Office of the Miami-Dade County Inspector General (IG)
- C. The CONSULTANT shall comply with the procedures contained in the FALSE CLAIMS Ordinance MDC Code Article XV Sections 21-255 through 21-266; prohibiting presentation, maintenance, or prosecution of false or fraudulent claims against Miami-Dade County; requiring forfeiture of any claim containing false or fraudulent allegations or statements; imposing penalties for submission of false or fraudulent claims; providing both county and private enforcement.
- D. The CONSULTANT shall comply with the financial disclosure requirements of Ordinance No. 77-13, as amended, by having on file or filing within thirty (30) days of the execution of this Agreement one of the following with the Supervisor of the Miami-Dade County Elections Department, P.O. Box 521550, Miami, FL 33152-1550:
 - (1) A source of income statement;
 - (2) A current certified financial statement;
 - (3) A copy of the CONSULTANT'S Current Federal Income Tax Return.
- E. E-VERIFY - The attention of the Consultant is hereby directed to the requirements of the State of Florida Office of the Governor Executive Order No. 11-02. The Consultant hereby agrees to utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the

terms governing use of the system, to confirm the employment eligibility of all persons assigned or authorized by the Consultant to perform work pursuant to the Contract with the County.

- F. Ordinance 07-65 and superseded by No. 22-107 (Sustainability Building Program Ordinance) – IF APPLICABLE - The primary mechanism for determining compliance with the Sustainable Building Program shall be the U. S. Green Building Council’s Leadership in Energy and Environmental Design (LEED) Rating System. All construction projects are required to meet the standards delineated in Ordinance 07-65. Compliance shall be determined by completing a formal certification process with the U.S. Green Building Council, or as otherwise directed by the County’s Sustainability Manager. all activity as a result of this contract shall comply with Chapter 2, Article I, Sec. 2-1, BCC Rule 5.10, and Chapter 9, Article III, Sec. 9-71 through 9-75, of the Code of Miami-Dade County along with Implementing Order 8-8, which established a County policy to incorporate, wherever practical, Green Building Practices into the planning, budgeting, design, construction, operations, management, renovation, maintenance and decommissioning of Public Projects. These sections of the code, together with the IO, are referred to as the “Sustainable Buildings Program.”

The primary mechanisms for determining compliance with the Sustainable Buildings Program, shall be determined by completing a formal certification process with the U.S. Green Building Council’s Leadership in Energy and Environmental Design (LEED) Rating System (for buildings), the U.S. Institute for Sustainable Infrastructure (ISI), Envisions Rating System (for infrastructure), and the Section VII Prescriptive Path elements in I.O. 8-8., except as noted elsewhere in I.O. 8-8, or as otherwise directed by the County’s Sustainability Manager. Where certification shall be required to attain, at minimum, a “Silver” rating or higher in the version most recently adopted by USGBC/ISI.

1. New Construction (NC): All new construction projects shall be required to attain

“Silver” or higher level rating under the LEED-NC Rating System.

2. Major Renovations and Remodels: All major renovations and remodels shall attain “Certified” or higher level rating under the LEED-NC Rating System.
3. Non-Major Renovations and Remodels: All non-major renovations and remodels shall attain “Certified” or higher level rating under the appropriate LEED Rating System such as LEED-NC, LEED-Existing Building (EB) or LEED-Commercial Interior (CI).
4. Renovations, remodels, and other building upgrades not meeting the above criteria are encouraged to incorporate the maximum number of LEED approved green building practices as are feasible from a practical and fiscal perspective; however, LEED certification will not be required.

G. Ordinance 14-79 (Sea Level Rise) Pursuant to Miami-Dade County Ordinance 14-79, all activity as a result of this contract, including building elevation, installation of mechanical and electrical systems, and building and infrastructure design plans shall consider sea level rise projections and potential impacts as best estimated at the time of the project, using the regionally consistent Unified Sea Level Rise Projections, during all project phases including but not limited to planning, design, and construction, in order to ensure that infrastructure projects will function properly for fifty (50) years or the design life of the project, whichever is greater.

H. Energy Efficient Building Tax Credit (IF APPLICABLE) – The Energy Policy Act (EP Act) of 2005 (Section 1331) as established IRS Section 179D, allows taxpayers to accelerate depreciation on the cost of qualified energy efficient commercial building property placed-in-service after December 31, 2005. This incentive was recently extended by the Emergency Economic Stabilization Act of 2008, to include improvements placed-in-service before January 1, 2014. The returns may be amended going back three tax years, so projects that come on line in 2007 or afterwards are eligible.

The Consultant is designated as the Designer/Construction Manager (“the Designer”)for

the energy efficient improvements incorporated in the Energy Consumption Reduction Project (“the Project”) for:

1. The purposes of allocating accelerated depreciation benefits pursuant to Section 179D of the Internal Revenue Code of 1986, as amended (the “Code”).
2. If County and the Internal Revenue Service (IRS) determine that the CONSULTANT is eligible and shall receive accelerated depreciation benefits as a “Designer” for the purposes of Section 179D of the Code or that the CONSULTANT shall otherwise benefit financially from the monetization of the accelerated depreciation benefit, the CONSULTANT hereby agrees to discount its contract price or provide a cash rebate to COUNTY (the determination of rebate versus discount to be determined by COUNTY in its sole discretion) in an amount equal to the total financial benefit realized by the CONSULTANT; at the time the financial benefit to the CONSULTANT becomes ascertainable.
3. COUNTY reserves the right to retain a third party consultant (the “CONSULTANT”) – to manage and administer the process of obtaining and monetizing the accelerated depreciation benefit derived from the Project and to designate the “CONSULTANT” as the “Designer” of the energy efficient improvements for the purposes of Section 179D of the Code.
4. The COUNTY agrees to cooperate in all reasonable respects with the Consultant’s efforts to obtain and monetize any such benefits derived from the Project on behalf of County.

SECTION XXIII – OFFICE OF MIAMI-DADE COUNTY INSPECTOR GENERAL

According to Section 2-1076 of the Code of Miami-Dade County, Miami-Dade County has established the Office of the Inspector General (IG) which may, on a random basis, perform audits,

inspections, and reviews of all COUNTY/Trust contracts. This random audit is separate and distinct from any other audit by the COUNTY. To pay for the functions of the Office of the Inspector General, any and all payments to be made to the Contractor/CONSULTANT under this contract will be assessed one quarter (1/4) of one (1) percent of the total amount of the payment, to be deducted from each progress payment as the same becomes due unless, as stated in the Special Conditions, this Contract is federally or state funded where federal or state law or regulations preclude such a charge. The Contractor/Consultant shall in stating its agreed process be mindful of this assessment, which will not be separately identified, calculated or adjusted in the proposal or bid form. The audit cost shall also be included in all change orders/amendments and all contract renewals and extensions.

The Miami-Dade Office of Inspector General is authorized to investigate COUNTY affairs and empowered to review past, present and proposed COUNTY and Public Health Trust programs, accounts, records, contracts and transactions. In addition, the Inspector General has the power to subpoena witnesses, administer oaths, require the production of witnesses and monitor existing projects and programs. Monitoring of an existing project or program may include a report concerning whether the project is on time, within budget and in conformance with plans, specifications and applicable law. The Inspector General shall have the power to audit, investigate, monitor, oversee, inspect and review operations, activities, performance and procurement process including but not limited to project design, bid specifications, (bid/proposal) submittals, activities of the (Contractor/ Vendor/ CONSULTANT), its officers, agents and employees, lobbyists, County and Public Health Trust staff and elected officials in order to ensure compliance with contract specifications and to detect fraud and corruption.

Upon ten (10) days written notice to the (Contractor/ Vendor/ CONSULTANT) shall make all requested records and documents available to the Inspector General for inspection and copying. The Inspector General shall have the right to inspect and copy all documents and records in the (Contractor/Vendor/CONSULTANT'S) possession, custody or control which in the Inspector General's sole judgment, pertain to performance of the contract, including, but not limited to original estimate

files, change order estimate files, worksheets, proposals and agreements from and with successful subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, (bid/proposal) and contract documents, back-change documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records and supporting documentation for the aforesaid documents and records.

The (Contractor/ Vendor/ CONSULTANT) shall make available at its office at all reasonable times the records, materials, and other evidence regarding the acquisition (bid preparation) and performance of this contract, for examination, audit, or reproduction, until three (3) years after final payment under this contract or for any longer period required by statute or by other clauses of this contract. In addition:

1. If this contract is completely or partially terminated, the (Contractor/ Vendor/ CONSULTANT) shall make available records relating to the work terminated until three (3) years after any resulting final termination settlement; and
2. The (Contractor/ Vendor/ CONSULTANT) shall make available records relating to appeals or to litigation or the settlement of claims arising under or relating to this contract until such appeals, litigation, or claims are finally resolved.

The provisions in this section shall apply to the (Contractor/Vendor/CONSULTANT), its officers, agents, employees, subcontractors/subconsultants and suppliers. The (Contractor/Vendor/CONSULTANT) shall incorporate the provisions in this section in all subcontracts and all other agreements executed by the (Contractor/Vendor/CONSULTANT) in connection with the performance of this contract.

Nothing in this section shall impair any independent right to the County to conduct audits or investigative activities. The provisions of this section are neither intended nor shall they be construed to impose any liability on the County by the (Contractor/Vendor/CONSULTANT) or third parties.

Exception: The above application of one quarter (1/4) of one percent fee assessment shall not apply to the following contracts: (a) IPSIG contracts; (b) contracts for legal services; (c) contracts for financial advisory services; (d) auditing contracts; (e) facility rentals and lease agreements; (f) concessions and other rental agreements; (g) insurance contracts; (h) revenue-generating contracts; (i) contracts where an IPSIG is assigned at the time the contract is approved by the Trust; (j) professional service agreements under \$1,000; (k) management agreements; (l) small purchase orders as defined in Miami-Dade County Administrative Order 3-2; (m) federal, state and local government-funded grants; and (n) interlocal agreements. Notwithstanding the foregoing, the Trust may authorize the inclusion of the fee assessment of one-quarter (1/4) of one percent in any exempted contract at the time of award.

Nothing contained above shall in any way limit the powers of the Inspector General to perform audits on all Trust contracts including, but not limited to, those contracts specifically exempted above.

INDEPENDENT PRIVATE SECTOR INSPECTOR GENERAL (IPSIG): The attention of the Contractor/CONSULTANT is hereby directed to the requirements of AO 3-20 and R-516-96; the COUNTY shall have the right but not the obligation to retain the services of an independent private-sector inspector general (IPSIG) who may be engaged to audit, investigate, monitor, oversee, inspect and review the operations, activities and performance of the Contractor/CONSULTANT and COUNTY in connection with this contract/agreement. The scope of services performed by an IPSIG may include, but are not limited to, monitoring and investigating compliance with Contract Specifications; project costs; and investigating and preventing corruption and fraud.

The IPSIG may perform its services at all levels of the contracting and procurement process, including but not limited to project design, establishment of bid specifications, bid submittals, activities of Contractor/CONSULTANT, its officers, agents and employees, lobbyists, County staff and elected officials.

Upon (10) ten days written notice to Contractor/CONSULTANT from an IPSIG, the Contractor/CONSULTANT shall make all requested records and documents available to the IPSIG for

inspection and copying. The IPSIG shall have the right to examine all documents and records in the Contractor's/CONSULTANT's possession, custody or control which, in the IPSIG's sole judgment pertain to performance of the Contract, including but not limited to, original estimate files; change order estimate files; worksheets; proposals and agreements from and with successful and unsuccessful subcontractors/subconsultants and suppliers; all project-related correspondence, memoranda, instructions, financial documents, construction documents, bid and contract documents, back-charge document; all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received; payroll and personnel records; and supporting documentation for the aforesaid documents and records.

The provisions in this Section shall apply to the Contractor/CONSULTANT, its officers, agents and employees. The Contractor/CONSULTANT shall incorporate the provisions in this section in all subcontracts and all other agreements executed by the Contractor/CONSULTANT in connection with the performance of this agreement. Nothing in this contract shall impair any independent right of the COUNTY to conduct audit or investigative activities. The provisions of this Section are neither intended nor shall they be construed to impose any liability on the County by the Contractor/CONSULTANT or third parties.

SECTION XXIV – AFFIRMATIVE ACTION

The CONSULTANT'S Affirmative Action Plan submitted pursuant to Miami-Dade County Code Section 2-8.1.5, as approved by the Internal Services Department, and any update thereof, are hereby incorporated as contractual obligations of the CONSULTANT to Miami-Dade County hereunder. The CONSULTANT shall undertake and perform the affirmative actions specified herein. The Director may declare the CONSULTANT in default of this Agreement for failure of the CONSULTANT to comply with the requirements of this paragraph.

SECTION XXV – PROMPT PAYMENT TO SMALL BUSINESS SUBCONSULTANTS

The CONSULTANT’s attention is directed to Miami-Dade County Section 2-8.1.4, providing for expedited payments to small businesses by county agencies and the Public Health Trust; creating dispute resolution procedures for payment of county and Public Health Trust obligations; and requiring the prime contractor to issue prompt payments, and have the same dispute resolution procedures as the COUNTY, for all small business subcontractors. Failure to the prime contractor to issue prompt payment to small businesses, or to adhere to its dispute resolution procedures, may be cause for suspension, termination, and debarment, in accordance with the terms of the county contract or Public Health Trust contract and debarment procedures of the COUNTY.

SECTION XXVI - SANCTIONS FOR CONTRACTUAL VIOLATIONS

Proposal and contract documents shall provide that, notwithstanding any other penalties for firms that have discriminated in violation of Article VII of Chapter 11A of the Code, the COUNTY may terminate the contract or require the termination or cancellation of the sub-consultant contract. In addition, a violation by a respondent or sub-consultant to the respondent, or failure to comply with the Administrative Order (A.O.) 3-39 may result in the imposition of one or more of the sanctions listed in the A.O.

SECTION XXVII – BUSINESS APPLICATION AND FORMS

The CONSULTANT shall be a registered vendor with the COUNTY – Department of Procurement Management, for the duration of this Agreement. It is the responsibility of the CONSULTANT to update and file the Vendor Registration Package, including a Uniform Affidavit Packet (Affidavit form) with the Department of Procurement Management (DPM), Vendor Assistance Unit for any changes for the duration of this Agreement, including any option years.

The Proposer is responsible for obtaining the Vendor Registration Package, including all affidavits by downloading from the DPM website at www.miamidade.gov or from the Vendor Assistance Unit at 111 N.W. 1st Street, 13th Floor, Miami, FL 33128.

Section 2-11.1(d) of Miami-Dade County Code, requires any county employee or any member of the employee's immediate family who has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County from competing or applying for any such contract as it pertains to this solicitation, must first request a conflict of interest opinion from the COUNTY's Ethic Commission prior to their or their immediate family member's entering into any contract or transacting any business through a firm, corporation, partnership or business entity in which the employee or any member of the employee's immediate family has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County and that any such contract, agreement or business engagement entered in violation of this subsection, as amended, shall render this Agreement voidable. For additional information, please contact the Ethics Commission hotline at (305) 579-2593.

SECTION XXVIII – ERRORS AND OMISSIONS (AS APPLICABLE)

The COUNTY shall maintain a record of all construction changes that shall be categorized according to the various types, causes, etc. that the COUNTY may determine are useful or necessary for its purposes. Among those categories are construction changes caused by design errors or omissions in the bid documents that were prepared by the CONSULTANT. For the purposes of this contract provision, errors and omissions shall be dealt with differently, as follows:

A. Errors

It is specifically agreed that any construction changes identified by the COUNTY as an error in the bid documents that were prepared by the CONSULTANT may constitute an additional cost to the COUNTY that would not have been incurred

without the error. The CONSULTANT agrees to be responsible for direct damages to the COUNTY, to the extent such damages were caused by the CONSULTANT'S negligence.

B. Omissions

It is further specifically agreed for purposes of this agreement that any construction changes identified by the COUNTY as an omission in the bid documents that were prepared by the CONSULTANT may constitute an additional cost to the COUNTY that would not have been incurred without the omission. The CONSULTANT agrees to be responsible for direct damages to the COUNTY, to the extent such damages were caused by the CONSULTANT'S negligence.

The CONSULTANT shall participate in all negotiations with the contractor related to this section. Such CONSULTANT participation shall be at no additional cost to the COUNTY. Failure by the CONSULTANT to participate in the negotiations with the contractor shall constitute a waiver of CONSULTANT's rights to contest the appropriateness or amount of any settlements or change orders.

To obtain recovery for errors and/or omissions covered in paragraphs A and B above, the COUNTY shall deduct from funds due the CONSULTANT in this or any other contract the CONSULTANT may or will have with the COUNTY up to the amount of the CONSULTANT'S insurance deductible. Should the damages incurred by the COUNTY exceed the CONSULTANT'S insurance deductible, the COUNTY shall look to the CONSULTANT and the CONSULTANT'S insurer for the remaining amount of additional damages incurred by the COUNTY. In executing this agreement, the CONSULTANT specifically agree to the reasonableness of these damage calculations and to the COUNTY'S right to recover same as stated above provided, however, the Parties agree that in no event shall CONSULTANT be responsible for the cost of construction changes to the extent that such changes are determined to be a betterment to the COUNTY. The recovery of additional costs to

the COUNTY under this Section shall not preclude or limit in any way the CONSULTANT'S indemnification obligations to the COUNTY pursuant to Section XX of this Agreement, or preclude or limit in any way recovery for other separate and/or additional damages that the COUNTY may otherwise incur.”

SECTION XXIX – ENTIRETY OF AGREEMENT

This writing and its attachments embodies the entire agreement and understanding between the parties hereto, and there are no other agreements and understandings, oral or written with reference to the subject matter hereof that are not merged herein and superseded hereby.

No alteration, change, or modifications of the terms of this Agreement shall be valid unless made in writing, signed by both parties hereto, and approved by the Board of County Commissioners.

This Agreement, regardless of where executed, shall be governed by and constructed according to the laws of the State of Florida, and venue shall be in Miami-Dade County, Florida.

IN WITNESS WHEREOF the parties hereto have executed these presents this _____ day of _____, 2024.

ATTEST:

JUAN FERNANDEZ-BARQUIN, CLERK

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS


By: _____

By: _____
County Mayor

ATTEST _____

CONSULTANT COMPANY NAME

By: _____
Corporate Secretary

By: 
President or Designee

(Corporate Seal)

Approved as to form
and legal sufficiency: _____
Assistant County Attorney



Prime Consultant: Miller Legg

Classification	Flat Rate	Raw Hourly Rate	Home Office Multiplier (2.9)	Field Office Multiplier (2.2)
Principal	\$230.00			
\$195/hr maximum hourly rate beyond the Staff listed below	\$195.00			
Project Manager		\$ 125.22	\$ 363.14	\$ 275.48
Senior Landscape Architect / Planner		\$ 63.95	\$ 185.46	\$ 140.69
Landscape Architect		\$ 45.67	\$ 132.44	\$ 100.47
Chief Recreation Planner		\$ 125.00	\$ 362.50	\$ 275.00
Recreation Planner		\$ 36.25	\$ 105.13	\$ 79.75
Landscape Designer		\$ 37.49	\$ 108.72	\$ 82.48
Certified Arborist		\$ 48.97	\$ 142.01	\$ 107.73
Senior Environmental Specialist		\$ 90.11	\$ 261.32	\$ 198.24
Environmental Specialist / Biologist		\$ 48.97	\$ 142.01	\$ 107.73
Senior Surveyor		\$51.74	\$ 150.05	\$ 113.83
GIS Specialist		\$48.97	\$ 142.01	\$ 107.73
Senior Survey Designer		\$44.03	\$ 127.69	\$ 96.87
Per Member on Surveying Field Crew (Party of 2)		\$38.46	\$ 111.53	\$ 84.61
Per Member on Surveying Field Crew (Party of 3)		\$32.01	\$ 92.83	\$ 70.42
Per Member on Surveying Field Crew (Party of 4)		\$29.76	\$ 86.30	\$ 65.47
Senior Engineer		\$75.00	\$ 217.50	\$ 165.00
Project Engineer		\$62.88	\$ 182.35	\$ 138.34
Engineering Technician		\$42.25	\$ 122.53	\$ 92.95
Engineering Designer		\$42.55	\$ 123.40	\$ 93.61
Administrative/Clerical Staff		\$41.63	\$ 120.73	\$ 91.59

*Hourly Flat Rate

The Maximum rate of compensation for all other office personnel, not listed above, including the multiple of Direct Salaries shall not exceed **One-hundred and ninety-five Dollars (\$195.00)** per hour. The Owner reserves the right to adjust the maximum rate.

Attachment B
Truth-In-Negotiation Certificate

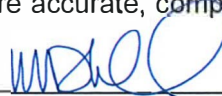
Pursuant to A.O. 3-39 and Florida Statutes Chapter 287.055 5(a): For all lump sum costs or costs plus a fixed fee contract in which a fee will exceed Two million, four hundred fifty-four thousand, five hundred forty-five dollars and forty-five cents. (\$2,454,545.45), the County will require the firm receiving the award to execute a Truth-In-Negotiation Certificate as required by Chapter 287, Florida Statutes.

This sworn statement is submitted for:

PROJECT TITLE: Planning Services

PROJECT NUMBER: A23PR02

Before me the undersigned authority appeared Michael D. Kroll, RLA, FASLA (Print Name), Who is personally known to me or who has provided an identification and who (did or did not) take an oath, and who certifies that the wage, rates, and costs used to determine the compensation provided for in this Agreement are accurate, complete and current as of the date of this Agreement.



(Signature of Authorized Representative)

Title: Principal/President

Date: January 10, 2024

STATE OF: Florida
COUNTY OF: Broward

The above certificates/verifications were acknowledged before me this 10th day of January, 2024.

By: Michael D. Kroll, RLA, FASLA
(Authorized Representative)

Of: Miller Legg & Associates, Inc.
(Name of Corporation, Partnership, etc.)

Who is personally known to me or has produced as Identification and who did/did not take an oath.



(Signature of Notary)

Donna DeLucia
(Print Name)

Notary Stamp or Seal:



Donna DeLucia
Comm.: HH 377169
Expires: March 22, 2027
Notary Public - State of Florida

Notary Commission Number: HH377160
My Commission Expires: March 22, 2027



MEMORANDUM

(Revised)

TO: Honorable Chairman Oliver G. Gilbert, III
and Members, Board of County Commissioners

DATE: June 4, 2024

FROM: 
Gen Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 8(H)(1)

Please note any items checked.

- "3-Day Rule" for committees applicable if raised
- 6 weeks required between first reading and public hearing
- 4 weeks notification to municipal officials required prior to public hearing
- Decreases revenues or increases expenditures without balancing budget
- Budget required
- Statement of fiscal impact required
- Statement of social equity required
- Ordinance creating a new board requires detailed County Mayor's report for public hearing
- No committee review
- Applicable legislation requires more than a majority vote (i.e., 2/3's present ____, 2/3 membership ____, 3/5's ____, unanimous ____, CDMP 7 vote requirement per 2-116.1(3)(h) or (4)(c) ____, CDMP 2/3 vote requirement per 2-116.1(3)(h) or (4)(c) ____, or CDMP 9 vote requirement per 2-116.1(4)(c)(2) ____) to approve
- Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(H)(1)
6-4-24

RESOLUTION NO. _____

RESOLUTION APPROVING CONTRACT AWARD OF PROFESSIONAL SERVICES AGREEMENT TO MILLER LEGG & ASSOCIATES, INC. FOR PLANNING SERVICES FOR THE PARKS, RECREATION AND OPEN SPACES DEPARTMENT, CONTRACT NO. A23PR02, IN AN AMOUNT NOT TO EXCEED \$2,700,000.00, INCLUSIVE OF A CONTINGENCY ALLOWANCE OF \$245,454.55 AND A TERM OF 1,825 CALENDAR DAYS; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE THE AGREEMENT, TO APPROVE THE CONTINGENCY EXPENDITURE LIMITED TO 10 PERCENT OF THE BASE CONTRACT AMOUNT; AND TO EXERCISE ALL PROVISIONS CONTAINED IN THE AGREEMENT

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board approves contract award of a professional services agreement, Contract No. A23PR02, to Miller Legg & Associates, Inc. in an amount of \$2,700,000.00 inclusive of a contingency allowance of \$245,454.55 for a term of 1,825 calendar days for planning services for the Parks, Recreation and Open Spaces Department, in substantially the form attached to the accompanying memorandum and made a part hereof.

The foregoing resolution was offered by Commissioner _____, who moved its adoption. The motion was seconded by Commissioner _____ and upon being put to a vote, the vote was as follows:

Oliver G. Gilbert, III, Chairman
Anthony Rodríguez, Vice Chairman
Marleine Bastien
Kevin Marino Cabrera
Roberto J. Gonzalez
Danielle Cohen Higgins
Kionne L. McGhee
Micky Steinberg
Juan Carlos Bermudez
Sen. René García
Keon Hardemon
Eileen Higgins
Raquel A. Regalado

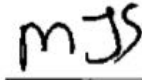
The Chairperson thereupon declared this resolution duly passed and adopted this 4th day of June, 2024. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this resolution and the filing of this approval with the Clerk of the Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

JUAN FERNANDEZ-BARQUIN, CLERK

By: _____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.



Monica Rizo Perez
Melanie J. Spencer