

Memorandum



Date: October 16, 2024

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

From: Daniella Levine Cava
Mayor *Daniella Levine Cava*

Subject: Contract Award Recommendation for Construction, Engineering, and Inspection Services for Various Department of Transportation and Public Works Projects
SPD Project No. E23TP04; Contract No. 20230116

Agenda Item No. 8(N)(4)

Executive summary

This item recommends that Miami-Dade County execute Professional Services Agreements (PSAs) with four separate firms to provide Construction, Engineering and Inspection (CEI) Services for various Department of Transportation and Public Works (DTPW) projects for a term of five years with a maximum combined allocation of \$22,000,000. In general, the selected consultants will deliver construction management, field inspection and observation services. More specifically, approval of these agreements will ensure that the implementation of critical infrastructure improvement projects is completed according to the highest quality standards, on time, and within budget. The services provide the department with expert oversight, reducing risks and promoting compliance with regulatory requirements. These projects include, but are not limited to, the following:

- Bridge Replacement at SW 42 Avenue over Canal Coral Gables Waterway
- Roadway Improvements to South Bayshore Dr from Darwin St to Mercy Way
- Roadway Widening of SW 157 Ave from SW 42 St to SW 8 St
- Roadway Widening of SW 127 Ave from SW 144 St to SW 136 St
- West Bridges and William Powell Bridge (No. 874545) Substructure Repair

These agreements enable the department to leverage advanced technical expertise and experience to address unforeseen challenges and optimize project outcomes. This proactive approach will enhance public safety, minimize disruptions, and ultimately lead to more durable and reliable infrastructure.

Recommendation

It is recommended that the Board of County Commissioners approve a competitive award of four separate PSAs for CEI Services to ADA Engineering Inc., Ally Engineering Services, Inc., HBC Engineering Company, and SRS Engineering, Inc. under *SPD Project No. E23TP04; Contract No. 20230116*, in the combined maximum amount of \$22,000,000.00, inclusive of a 10 percent contingency.

Scope

DTPW has the need to establish four non-exclusive PSAs to provide CEI services required for contract administration and inspection for various DTPW projects. The cost of the services will be charged to those projects which require CEI services. Depending on funding availability, additional projects may be added. People's Transportation Plan (PTP) work authorizations provided under these contracts are subject to Citizens' Independent Transportation Trust review and recommendation and County Commission approval prior to the issuance of a work order.

Delegated authority

The authority of the County Mayor or County Mayor’s designee to execute and implement this contract, including exercising all the provisions therein, is consistent with those authorities granted under the County Code.

Background

Ten proposals were received by the submittal deadline of December 7, 2023. The First-Tier meeting was held on February 5, 2024, and 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. During the evaluation process, all ties were broken using the standard tie-breaking procedure, as described in Section 3.3, Proposal Evaluation, of the Notice to Professional Consultants.

Based on the Competitive Selection Committee’s professional judgement, the information provided in the proposals was deemed sufficient to determine the experience and qualifications of the Proposers. As a result, and by a majority vote, the Competitive Selection Committee decided to forego Second-Tier proceedings. The four selected firms are listed in the table below.

All firms were evaluated in accordance with Section 2-10.4 of the County Code, Implementing Order 3-34 and Administrative Order 3-39.

Fiscal Impact/Funding Source

The PSAs have a total combined value of \$22,000,000 for a term of five years.

Base Contract Amount	Contingency Amount (Code Sec. 2-8.1)
\$20,000,000	\$2,000,000

Potential funding sources that will be used:

- People’s Transportation Plan
- General Obligation Bond
- Quality Neighborhoods Improvement Program
- District Designated Fund
- General Government Improvement Fund
- Mobility Impact Fees
- Operating Fund.

See table below for additional funding types reviewed, and whether they are applicable.

Funding Type	Legislation	Applicable (Yes or No)	Notations
People’s Transportation Plan (PTP)	County Code Section 29-124	Yes	
General Obligation Bond (GOB)	Resolutions R-912-04, R-913-04, R-914-04, R-915-04, R-916-	No	If available GOB funding is identified for a specific

	04, R-917-04, R-918-04, R-919-04		project, approval from OMB to use this contract will be required.
American Recovery and Reinvestment Act (ARRA- Economic Stimulus)	County Code Section 2-8.2.7	No	

Track Record/Monitor

The designated staff contact to track and monitor this contract is Rene Idarraga, (305) 375-2111 Rene.Idarraga@miamidade.gov

Vendors Recommended for Award

The table below depicts a summary of the recommended prime consultants.

Vendor Name	Principal Address	Local Address	Number of Employee Residents*	Principal
			1) Miami-Dade County 2) Percentage (%)	
A D A Engineering Inc	8550 NW 33rd Street Suite 202 Doral, FL 33122	8550 NW 33rd Street Suite 202 Doral, FL 33122	32	Ivette O. Argudin
			1) 30 2) 94%	
SRS Engineering Inc	5001 SW 74th Court Suite 201 Miami, FL 33155	5001 SW 74th Court Suite 201 Miami, FL 33155	18	Ignacio Serralta
			1) 18 2) 100%	
Ally Engineering Services, Inc	14400 NW 77th Ct, Miami Lakes, FL 33016	14400 NW 77th Ct, Miami Lakes, FL 33016	20	Mohamed Mabrouk
			1) 14 2) 70%	
HBC Engineering Company	8935 NW 35th Lane Suite 201, Doral FL 3172	8935 NW 35th Lane Suite 201, Doral FL 3172	59	Adebayo Coker
			1) 35 2) 59.32%	

*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.

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.

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 100% Tier 3 Set- Aside
Small Business Enterprise -Services	County Code Section 2-8.1.1.1.1	No	N/A
Small Business Enterprise -Goods	County Code Section 2-8.1.1.1.2	No	N/A
In-House Capabilities	Resolution R-1204- 05	No	The project carries various engineering disciplines that are not currently available in- house.
Responsible Wages	County Code Section 2-11.16	No	N/A
Sea Level Rise	Ordinance 14-79	No	N/A
Sustainable Buildings Measure	Implementing Order 8-8	Yes	Implementing Order 8-8
Local Preference	County Code Section 2-8.5	Yes	County Code Section 2-8.5
Local Certified Veteran Business Enterprise Preference	Code County Section 2-8.5.1	Yes	Code County Section 2-8.5.1
Consultants' Competitive Negotiation Act	FL Stat. 287.055	Yes	Procurement pursuant to Florida Statute and AO 3-39
Office of Inspector General Fee	County Code Section 2-1076	Yes	Ordinance 97-215



Jimmy Morales
Chief Operating Officer



MEMORANDUM
(Revised)

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

DATE: October 16, 2024

FROM: 
Gen Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 8(N)(4)

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 ____, majority plus one ____, 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) ____, 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(N)(4)
10-16-24

RESOLUTION NO. _____

RESOLUTION APPROVING THE AWARD OF PROFESSIONAL SERVICES AGREEMENTS FOR CONSTRUCTION ENGINEERING AND INSPECTION SERVICES FOR VARIOUS DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS PROJECTS, SPD PROJECT NO. E23TP04; CONTRACT NO. 20230116; BETWEEN MIAMI-DADE COUNTY AND ADA ENGINEERING INC, ALLY ENGINEERING SERVICES, INC, HBC ENGINEERING COMPANY, AND SRS ENGINEERING INC, IN A TOTAL AMOUNT NOT TO EXCEED \$22,000,000.00 INCLUSIVE OF CONTINGENCY, AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE THE SAME AND TO EXERCISE ALL PROVISIONS CONTAINED THEREIN, INCLUDING TERMINATION PROVISIONS

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 the contract award to ADA Engineering Inc, ALLY Engineering Services, Inc, HBC Engineering Company, and SRS Engineering Inc, in a total amount not to exceed \$22,000,000.00, inclusive of contingency; and authorizing the County Mayor or County Mayor's designee to execute the same and to exercise the provisions contained therein, including termination provisions.

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	Juan Carlos Bermudez
Kevin Marino Cabrera	Sen. René García
Roberto J. Gonzalez	Keon Hardemon
Danielle Cohen Higgins	Eileen Higgins
Kionne L. McGhee	Raquel A. Regalado
Micky Steinberg	


The Chairperson thereupon declared this resolution duly passed and adopted this 16th day of October, 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.



Bruce Libhaber

MIAMI-DADE COUNTY, FL
NON-EXCLUSIVE PROFESSIONAL SERVICES AGREEMENT
CONTRACT NO. 20230116
STRATEGIC PROCUREMENT DEPARTMENT (SPD) PROJECT NO. E23TP04

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**MIAMI-DADE COUNTY, FL.
NON-EXCLUSIVE PROFESSIONAL SERVICES AGREEMENT (PSA)
CONTRACT NO. CI20230116
STRATEGIC PROCUREMENT DEPARTMENT (SPD) PROJECT NO. E23TP04**

THIS NON-EXCLUSIVE PROFESSIONAL SERVICES AGREEMENT (the "Agreement") is made and entered into this ____ day of _____, 2024 (the "Effective Date") by and between Miami-Dade County, a political subdivision of the State of Florida, having its principal office at 111 NW 1st Street, Miami, FL 33128, hereinafter referred to as the "County", and **A.D.A. Engineering, Inc.**, a Florida corporation/limited liability company authorized to do business in the State of Florida, having its principal office at hereinafter referred to as the "Consultant" (collectively, the "Parties", and each may individually be referred to as a "Party."

RECITALS:

- A. The County has met the requirements of Section 287.055, Florida Statutes, the Consultant's Competitive Negotiation Act, as amended, and has selected the Consultant to perform these professional services.
- B. [Add other recitals as applicable].

DEFINITIONS:

For purposes of this Agreement the following definitions will apply:

- A. **Applicable Laws** means all applicable federal, state and County laws, ordinances, resolutions, regulations, resolutions, Administrative and Implementing Orders.
- B. **Board** means the Miami-Dade County Board of County Commissioners.
- C. **Code and/or County Code** means the Miami-Dade County Code of Ordinances ("County Code").
- D. **Consultant** means the corporation, limited liability company, limited partnership or other business entity however incorporated who enters in go this Agreement with the County to provide professional services for the Project.
- E. **Contract Documents** as design plans, specifications, cost estimates, and permit applications. This PSA.
- F. **Contracting Officer** is the Director of the Department.
- G. **Contracting Officer's Representative (COR)** is the person designated by the Contracting Officer to act on his or her behalf in the administration of the contract within the limits of their respective authorization.
- H. **DBE** is Disadvantage Business Enterprise; program used for state and federally funded projects.
- I. **SBE** means the definition of a certified Small Business Enterprise as defined in the County Small Business Enterprise Architecture and Engineering Program as set forth in Section 2-10.4.01 of the County Code. The County endeavors to obtain the participation of Small Business Enterprises per the County Code Section cited above and Title 49 of the Code of Federal Regulations.
- J. **Days** means calendar days.
- K. **Director** means the Director (or their designee) of the County Department named in this Agreement who requires the professional services being provided by this Agreement.
- L. **Field Overhead Rate** is the overhead rate to use when field personnel or personnel on loan are performing duties in the field, outside of the home office of the consultant and/or subconsultant, and at County offices (which shall mean that they are under the direct supervision of the County and the County provides office space, computers, and communication equipment, for more than 30 consecutive days).
- M. **Mayor** means the Miami-Dade County Mayor (or Mayor's designee) who serves as the County's Chief Administrative Officer.
- N. **Order of Preference** means if there is a conflict among the provisions of this Agreement the order of preference is as follows: 1) This Agreement and its Exhibits; 2) Miami-Dade County's Notice to Professional Consultants (NTPC) No. **E23-DTPW04** and, any associated addenda issued; and 3) the Consultant's Proposal in response to the NTPC.

- O. **Project Manager** means the person designated to make day to day decisions on behalf of the County relative to the Project.
- P. **Project** means: The actual construction project where a task work order is assigned under this PSA to perform Construction Engineering and Inspection Services.
- Q. **Professional Services Agreement (PSA)** is an agreement to provide professional or management consulting services such as administration, designing, feasibility studies, or legal or technical advice.
- R. **Principal** is a design professional who oversees the firm's services in connection with a specific project. A principal ensures that the CONSULTANT performs the Services in a cost-effective and timely manner. This includes allocating and directing staff according to their disciplines, allocating resources needed for the project and ensuring that the CONSULTANT performs the Services in accordance with safety and organizational policies. Principal is often defined as (1) significant (>5%) owner, shareholder or partner of the firm, (2) a director or officer of the firm or (3) both.
- S. **Subconsultant** means an A&E firm which as a team member, has input for certain aspects of a Project, and who provides professional services under the discretion of a prime consultant/contractor. The term is synonymous with Subcontractor.
- T. **Work Order** means the written authorization to proceed with the Project, phase, or task, as issued by the Director, COR or Project Manager.

Additionally, all definitions set forth in the Consultants' Competitive Negotiation Act. Section 287.055, Florida Statutes, are deemed as being incorporated by reference in this Agreement.

WITNESSETH:

For and in consideration of the mutual agreements hereinafter contained, the County hereby retains the Consultant and the Consultants hereby covenants to provide the professional services prescribed herein in connection with the County Representation Services - Architectural/Engineering, Contract No. 20230116/Project No. E23-DTPW04, as more specifically described in SECTION 2 – PROFESSIONAL SERVICES of this Agreement for the Department of Transportation and Public Works (DTPW) of the County, hereinafter referred to as the "Project".

SECTION 1 – COUNTY OBLIGATIONS

The County agrees that the Miami-Dade County Department of Transportation and Public Works, hereinafter referred to as the "Department", shall furnish to the Consultants 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. County shall arrange for access to, and make all provisions for, Consultant to enter upon public and private property as required for Consultant to perform its Services. County shall review any itemized deliverables and documents required to be submitted by Consultant and respond in writing with any comments within the time(s) set forth.

The Director of the County DTPW, 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 or COR, if applicable, 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 written 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 or COR 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.

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 2 – PROFESSIONAL SERVICES

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

Consultant shall provide all professional services as set forth in Exhibit A, including all necessary, incidental, and related activities required for full and complete performance of this Agreement.

In connection with professional services to be rendered pursuant to this Agreement, the Consultant further agrees to provide complete architectural/engineering services including always maintain an adequate staff of qualified personnel on the Project to complete the scope in accordance with the terms specified in the applicable Work Order. All work done by Consultant prior to County approval, shall be at the Consultant's risk and expense. The Consultant warrants and represents that its personnel have the proper skill, training, background, knowledge, experience, rights, authorizations, integrity, character, certificates and licenses as necessary to perform the services in a competent and professional manner. The County has the right to approve 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. Before issuing a work order, 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 per 75th Percentile of FDOT Consultant Wage Rate Report dated 3/12/2024, under Attachment A1 (*schedule of rates*) to this Agreement and made a part hereof.

- A. Comply with all applicable federal, state, and County laws, regulations, codes, ordinances, resolutions, and administrative orders applicable to the work.
- B. Cooperate fully with the County in the scheduling and coordination of all phases of the work.
- C. Report the status of the work to the Director or COR upon request and hold pertinent data, calculations, field notes, records, sketches, and other products open to the inspection of the Director or COR at any time. The Consultant shall reference all correspondence and work with the Work Order Number.
- D. 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 County. Estimates, opinions of probable construction or implementation costs, financial evaluations, feasibility studies or economic analyses prepared by Consultant will represent its best judgment based on its experience and available information. The County recognizes that Consultant has no control over costs of labor, materials, equipment, or services furnished by others or over market conditions or contractors' methods of determining prices. Consultant does not guarantee that proposals, bids, or actual costs will not vary from opinions, evaluations or studies submitted by Consultant.
- E. 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.
- F. Prior to final approval of work by the Director or COR, the Consultant shall complete a preliminary check of any documents submitted for compliance with all government agencies having permitting authority over the Project as required.

- G. 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 10 – OWNERSHIP OF DOCUMENTS hereof such data or information is the property of the County.

SECTION 3 – TIME FOR COMPLETION

The services to be rendered by the Consultant for each section of the work shall commence upon receipt of a written Work Order from the Director or his designee after the execution of this Agreement and shall be completed within the time stated in the Work Order.

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 4 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.

This Agreement begins on the Effective Date and ends on Five (5) years, (1825 calendar days) after that date, subject to any renewals. Time periods shall commence from the date of the applicable Work Order. The County, at its sole discretion, may extend this Contract for One Hundred and Eighty-Three (183) Calendar days. No additional Work Orders will be issued past expiration date; however, work may continue on a work order of an expired PSA provided that the work order was issued in a timely manner and until funds are depleted or work order is expired whichever comes first.

SECTION 4 – FORCE MAJEURE

Force Majeure shall mean an acts of nature, 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 subconsultants/subcontractors, retained by Consultant, third-party consultants/contractors, material persons, 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 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 promptness.

It is further agreed that the right of any Party hereto to excuse its failure to perform by reason of Force Majeure is 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) 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 5 – COMPENSATION

The County agrees to pay, and the Consultant agrees to accept, for services rendered pursuant to this Agreement, fees and other compensation computed in accordance with one or a combination of the methods outlined below:

- A. Fee as a Multiple of Direct Salary Cost and Fixed Hourly Rate

The fee for services rendered by the Consultant's personnel, principals excluded, shall be computed based on the negotiated salaries as per 75th Percentile of FDOT Consultant Wage Rate Report dated 3/12/2024, for the time of said personnel engaged directly in the work, times negotiated multipliers of: 2.9 for Home Office personnel, 2.5 for Field personnel and, 2.5 Field Office personnel and/or personnel on loan for which the Department provides office space, computers and communication equipment (excluding cellular phones). Home Office personnel shall mean personnel

that are in the home offices of the Consultant and or Subconsultant(s). Field Office personnel/personnel on loan shall mean personnel that are performing duties in the field, outside of the home offices of the Consultant and or Subconsultant(s), and at County Offices a minimum of twenty four (24) hours per week (which shall mean that they are under the supervision of the County's Department and the Department provides office space, computers, and communication equipment, excluding cellular phones), for more than thirty (30) days.

Time worked by the Consultant and/or Subconsultants for this entire period shall be at the Field personnel/personnel on loan rate. This fee shall constitute full compensation to the Consultant for costs incurred in the performance of the work such as overhead, fringe benefits, operating margin and all other costs not covered by reimbursable expenses.

Furthermore, the maximum direct salary, per classification, for the Consultant and Subconsultants are set forth in Attachment A1. Rate to be adjusted every year in accordance with Miami Dade County Cost of Living Adjustment (COLA) for non-unionized members.

The Consultant and its Subconsultants shall be compensated at the flat rate as reported to the Internal Revenue Service (I.R.S.), per hour for the time of principals engaged directly in the work. This rate shall not be subject to the negotiated multiplier and shall be applied to the time spent on requested work by the following principal(s).

PRIME CONSULTANT:

A.D.A. Engineering, Inc.	FEIN: 59-2064498	Ivette O. Argudin
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SUBCONSULTANTS:

AMBRO INC	FEIN: 65-0266641	Emile Amedee, P.E
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BOTAS ENGINEERING INC.	FEIN: 65-0670569	Patricia M. Botas
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GHD SERVICES INC.	FEIN: 16-1229774	Jesse Davis, P.E.
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EV SERVICES INC.	FEIN: 20-5779421	Esther Monzon-Aguirre
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The County reserves the right to substitute principals' in the subconsultants, at its sole discretion, upon request by the Consultant.

1. Overtime work considered necessary and previously authorized by the Director or COR in writing shall be compensated at time-and-a-half of the labor rate normally paid to the employee, for personnel below the level of project engineer or project architect, as defined by the Director. Overtime is defined as work for more than forty (40) hours per week. Principals shall not receive additional compensation for performance of overtime work.
2. Labor rates shall be in accordance with the list of rates per classification supplied by the Consultant and its Subconsultants and made a part hereof as Attachment A1. Labor rates of Consultant and its Subconsultants included in Attachment A1 are subject to review and adjustment. In no event under any emergency conditions shall rates exceed the rates listed under Attachment A1.
3. The Consultant and its Subconsultants 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, computer software/hardware, reproduction of drawings and/or specifications, mailing, stenographic, clerical, nor shall it invoice for other employee time or travel and substance not directly related to the work. The multiple factors set forth above shall cover all such costs for the work.

A. All payments to Subconsultants employed hereunder shall be the sole responsibility of the Consultant unless otherwise provided in this Agreement or within a Work Order. The Consultant shall not submit invoices, which include charges for services by Subconsultants, unless such services have been

performed satisfactorily and the charges are, in the opinion of the Consultant, payable to such Subconsultants. The Consultant shall promptly make all payments to such Subconsultants 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 COR, furnish to the County a copy of the Agreement(s) providing for such payments. Compensation rate to Subconsultant(s) authorized by the Director or COR as services shall not exceed the Consultant's rates in this Agreement.

B. Lump Sum Fee

The fee for any requested portion of work may, at the option of the County, be a lump sum mutually agreed upon by the Director or COR and the Consultant and stated in the written Work Order. Lump sum fees may or may not include reimbursable expenses. Lump Sum Compensation. For Services identified in Exhibit A as payable on a "Lump Sum" basis, compensation to Consultant shall be not more than a total lump sum of \$__N/A_.

C. Reimbursable Expenses

The Consultant shall be compensated on a direct reimbursement basis for certain work-related expenditures not covered by fees for consulting services, provided such expenditures are reasonable and previously authorized by the Director or COR. Reimbursable expenses may include:

1. Expenses for document reproduction (reproduction costs for internal coordination, reviews and other in-house uses will not be reimbursed), rental of specialized equipment, and purchase of special instruments necessary for the efficient performance of the work. Provided that such purchased instruments remain the property of the County upon work completion. These expenses shall be reimbursed on a direct cost basis. No separate additional payment shall be authorized for the use of CADD workstations (computers).
2. Expenses for travel (except commuting), transportation and subsistence by Consultant's personnel in the furtherance of the work outside Miami-Dade County will be reimbursed according to the provisions of Florida Statutes Section 112.061 and Miami-Dade County Administrative Order (A.O.) 6-1. The Consultant shall obtain prior written authorization from the Director or COR, for all travel expenses. Failure to obtain such prior authorization shall be grounds for nonpayment of travel expenses. To be compensated for travel within Miami-Dade County, the Consultant shall maintain accurate mileage records, in ink, and submit them with their invoices.

D. Maximum Compensation/Additional Services

The maximum compensation for the services included shall be the NOT TO EXCEED amount of \$__N/A_____ so long as the performance of additional services, as outlined in SECTION 6 hereof, is not necessary and authorized by the Director or designee. It is understood that any unspent portion of the contract ceiling is to remain with the County. Salary costs for Consultant and Subconsultants as shown in Attachment A1, are the maximum billing rates, which are provisional, subject to audit of actual costs, and if the audit discloses that the actual costs are less than the costs set forth on Attachment A1 for Consultant or any Subconsultant, Consultant shall reimburse County based upon the actual costs determined by the audit. County may withhold the amount Consultant is required to reimburse County from any payment due to the Consultant.

E. Surveying and Geotechnical Services

The Consultant shall be compensated based on the fixed rates based on the most recent negotiated rates for the performance of all geotechnical, land and engineering field survey work required.

1. Land and Engineering Field Survey

In the event supplementary field survey work is required during the performance of work under this contract and such work is authorized by the COR, the Consultant shall be compensated for performance of said work in accordance with the provisions of Section 5(A) hereof. The surveying rates shall not exceed the rates negotiated under this Agreement.

2 Geotechnical Engineering

In the event supplementary geotechnical engineering work is required during the performance of work under this contract and such work is authorized by the COR, the Consultant shall be compensated for performance of said work in accordance with the provisions of Section 5(A) hereof. The geotechnical engineering rates shall not exceed the rates negotiated under this Agreement.

E. Compensation for Other Services (If applicable)

The County shall compensate other services or goods provided by the Consultant and others working in conjunction with the Consultant as stipulated in Exhibit A.

F. County Discretion to Negotiate

Notwithstanding and prevailing over any other provision of this section, the County reserves the right in its sole discretion, through the Director or COR, to negotiate fees and rates with Consultant, mutually acceptable to County and Consultant, that are less than those set forth under Attachment A1; and for particular projects, including but not limited to lower multiplier and hourly rates.

SECTION 6 – ADDITIONAL SERVICES (ALLOWANCE ACCOUNT)

In the event that a contingency necessitates the performance of additional services by the Consultant after the maximum compensation limit of the Agreement has been encumbered, the Director or COR 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. It is agreed that any unspent portion of the allowance account is to remain with the County.

SECTION 7 – METHODS OF PAYMENT

The County agrees to make monthly payments to the Consultant, based on properly submitted invoices, for all authorized work performed during the previous calendar month or other mutually agreed invoicing period. The Consultant agrees to submit invoices within thirty (30) days from the completion of the executed work and to provide with every invoice copy of any records necessary to substantiate payment requests to the County such as timesheets, detailing the task where the time has been spent, monthly progress reports and hours/cost expenditure reports, in a format acceptable to the County. Invoices received more than ninety (90) days from the completion of the executed work may be subject to an applicable audit fee, which audit fee represents a reasonable estimate (not a penalty) of the cost of labor expended by the County staff to review the overdue invoice, and/or the invoice may be rejected by the Director or COR. The Consultant shall submit certified invoices, either digital or hard copies, to the Director or COR in a form acceptable to the Director or COR. Each invoice shall refer to the Work Order which authorized the services performed and/or expenses incurred. The number of invoices submitted shall be comprised of the amounts due for all services performed including timesheets and/or reimbursable expenses incurred to date in connection with authorized work, less previous payments.

Pursuant to Administrative Order (A.O.) 3-32 Small Business Enterprise (SBE) Program, Implementing Order (I.O.) 3-41 Small Business Enterprise (SBE) Program and/or Implementing Order (I.O.) 3-39 Standard Process for Construction of Capital Improvements, Acquisition of Professional Services, Construction Contracting, Change Orders and Reporting, the Consultant is required to file utilization reports with the County contracting department monthly, unless designated otherwise.

The Consultant shall report via the Business Management Workforce System (BMWS) all Subconsultants' agreements entered into listing award amounts or percentage for this Agreement. Additionally, the Consultant shall report all payments made to each Subconsultant participating on the project and verification of payments received must be confirmed by the Subconsultants via BMWS. For additional information regarding online BMWS registration, managing County contracts, and to track compliance with SBE program measures, please contact Small Business Development, at (305) 375-3111 or via email at SBDmail@miamidade.gov

Payments shall be made in accordance with the following methods, as identified in the Work Order:

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

The amounts due for professional services and/or reimbursable expenses shall be calculated in accordance with SECTIONS 5(A) and 5(C) hereof, respectively. Invoiced reimbursable expenses must be substantiated with copies of receipts and other documentation as necessary.

B. Lump Sum Fee

The amount due of invoices submitted shall be calculated by applying the percentage of the total work completed to date to the authorized lump sum and subtracting any previous payments.

SECTION 8 – SCHEDULE OF WORK

The Director or designee 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 or COR 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 9 – RIGHT OF DECISIONS AND DISPUTE RESOLUTION

- A. The Contractor hereby acknowledges that the Project Manager will determine in the first instance all questions of any nature whatsoever arising out of, under, or in connection with, or in any way related to or on account of, this Agreement including without limitations: questions as to the value, acceptability and fitness of the services; questions as to either Party's fulfillment of its obligations under the Contract; negligence, fraud or misrepresentation before or subsequent to acceptance of the Consultant's Proposal; questions as to the interpretation of the Scope of Services; and claims for damages, compensation and losses.
- B. The Consultant shall be bound by all determinations or orders and shall promptly comply with every order of the Project Manager, including the withdrawal or modification of any previous order and regardless of whether the Contractor agrees with the Project Manager's determination or order. Where orders are given orally, they will be issued in writing by the Project Manager as soon thereafter as is practicable.
- C. The Consultant must, in the final instance, seek to resolve every difference concerning the Agreement with the Project Manager. In the event that the Consultant and the Project Manager are unable to resolve their difference, the Consultant may initiate a dispute in accordance with the procedures set forth in this Section. **Exhaustion of these procedures shall be a condition precedent to any lawsuit permitted hereunder.**
- D. In the event of such dispute, the Parties authorize the County Mayor or designee, who may not be the Project Manager or anyone associated with this Project, acting personally, to decide all questions arising out of, under, or in connection with, or in any way related to or on account of the Agreement (including but not limited to claims in the nature of breach of contract, fraud or misrepresentation arising either before or subsequent to execution hereof) and the decision of each with respect to matters within the County Mayor's purview as set forth above shall be conclusive, final and binding on the Parties. Any such dispute shall be brought, if at all, before the County Mayor within ten (10) days of the occurrence, event or act out of which the dispute arises.
- E. The County Mayor may base this decision on such assistance as may be desirable, including advice of experts, but in any event shall base the decision on an independent and objective determination of whether Consultant's performance or any deliverable meets the requirements of this Agreement and any specifications with respect thereto set forth herein. The effect of any decision shall not be impaired or waived by any negotiations or settlements or offers made in connection with the dispute, whether or not the County Mayor participated therein, or by any prior decision of others, which prior decision shall be deemed subject to review, or by any termination or cancellation of the Agreement. All such disputes shall be submitted in writing by the Consultant to the County Mayor for a decision, together with all evidence and other pertinent information regarding such questions, in order that a fair and impartial decision may be made. Whenever the County Mayor is entitled to exercise discretion or judgement or to make a determination or form an opinion pursuant to the provisions of this Section, such action shall be fair and impartial when exercised or taken. The County Mayor, as appropriate, shall render a decision in writing and deliver a copy of the same to the Consultant. Except as such remedies may be limited or waived elsewhere in the Agreement, Contractor reserves the right to pursue any remedies available under law after exhausting the provisions of this Section.
- F. This Section will survive the termination or expiration of this Agreement.

SECTION 10 – OWNERSHIP OF DOCUMENTS

All notes, correspondence, documents, designs, drawings, cost estimates, renderings, calculations, specifications, models, photographs, reports, surveys, investigations, and 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. 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 they have 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 or other software format, in a version acceptable to the Department, produced by computer in files maintained in an electronic format acceptable by the County. When each individual section of work requested pursuant to this Agreement is completed and accepted, all the above data shall be delivered to the Director or COR. Nothing in this Section shall be deemed to exclude any document from Chapter 119 of the Florida Statutes.

SECTION 11 – 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 or COR shall not accept any reused data containing an excess or 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 and expense without legal liability to the Consultant.

SECTION 12 – NOTICES

Any notices, reports or other written communications from the Consultant shall be considered delivered, when delivered by certified mail to the address listed below, electronic media, or delivered in person to the Director or COR. Any notices, reports, or other communications from the County to the Consultant shall be considered delivered when delivered by certified mail to the Consultant at the last address listed below the County or delivered in person to said Consultant or the Consultant's authorized representative to the addresses listed below and shall be effective upon mailing or hand delivery (provided the contemporaneous email is also sent). Addresses may be changed by the applicable Party providing notice of such change in accordance with this Section.

FOR MIAMI-DADE COUNTY:

Attention: Alejandro Barrios, Assistant Director, Construction.

Phone: 305-375-8887

Email: alex.barrios@miamidade.gov

and

FOR CONSULTANT:

Attention: Ivette O. Argudin, Executive Vice-President

Phone: 305-551-4608

Email: iargudin@adaeng.net

SECTION 13 – ABANDONMENT

In the event the County abandons, cancels, or suspends the Project(s) or parts thereof, the Consultant shall be compensated for 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 based on the percentage of the total services which have been performed at the time 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 14 – 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 rights and remedies with respect to recovery of payments.

SECTION 15 – SUBCONTRACTING AND ASSIGNMENT

The Consultant shall not assign or transfer any portion of the work under this Agreement other than as expressly provided without the prior written consent of the Director or COR. When applicable and upon receipt of the written consent, 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, except pursuant to the purchase of all or substantially all of Consultant's assets or to any successor by way of merger, consolidation, or similar transaction, so long as Consultant obtains prior written consent of the Director or COR. Nothing contained in this Agreement shall create any contractual relationship between the County and the Subconsultant(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 Small Business Enterprise (SBE) program. The County has established a participation goal of One Hundred percent (100%) based on the total amount of compensation authorized under this Agreement.

The Consultant may, if they so desire and if approved by the Director or designee, employ Special Professional Consultants to assist in performing specialized portions of the work. Payment of such Special Professional Consultants employed at the option of the Consultant and subject to written approval by the Director or designee shall be the responsibility of the Consultant and shall not be cause for any increase in compensation to the Consultant for the performance of the work included in the Work Order.

A. Subconsultant(s)

The compensation for services rendered by the Subconsultant(s) shall be in accordance with this Section and SECTION 5 - COMPENSATION. The Subconsultant(s) authorized to perform professional services associated with this Agreement are listed Under Section 5 of this agreement.

In no case the maximum rate of compensation, per classification, including multiples of direct salary for services rendered by the Subconsultant(s) personnel, principals excluded, shall exceed the rate stipulated, per classification, under Attachment A1

All services provided by the Subconsultant(s) shall be pursuant to appropriate agreements between the Consultant and the Subconsultant(s) which shall contain provisions that preserve and protect the rights of the County under this Agreement, indemnify, and hold harmless the County.

Subconsultant(s) other than those listed above may not be utilized on the work unless their utilization has been approved in advance by the Director or COR in writing. The Director or COR reserves the right at any time to withdraw the approval of a Subconsultant, if they decide that the services performed by the Subconsultant, are not acceptable to the Director or COR.

SECTION 16 – CERTIFICATION

The Consultant certifies that no companies or persons, other than bona fide employees working solely for the Consultant or the Consultant's County approved Subconsultant(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 Subconsultant(s), to accomplish the work contemplated under the terms of this Agreement. For breach or violation of this Certification, the Director or COR shall have the right to cancel this Agreement without liability.

SECTION 17 – TERMINATION OF AGREEMENT: FOR CONVENIENCE

It is expressly understood and agreed that the Director or COR may terminate this Agreement, in total or in part, for convenience, without cause or penalty, by thirty (30) days prior written notification in writing from the Director or COR or by declining to issue Work Orders, as provided in SECTION 8; in which event the County's sole obligation to the Consultant shall be payment, in accordance with SECTION 5 – Compensation, for those units or sections of work previously authorized. Such payment shall be determined based on 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 18 – DURATION OF AGREEMENT (IF FIXED TERM OF YEARS AGREEMENT)

This Agreement shall remain in full force and effect for a period of Five (5) years effective term after its date of execution and upon issuance of Notice to Proceed, provided that the maximum compensation set forth in SECTION 5(D) is not reached by the completion of the 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 13, SECTION 16, SECTION 17, SECTION 19, SECTION 23, and SECTION 25 hereof. The performance of specifically and properly authorized services which may extend beyond the Agreement's effective term shall be compensated in accordance with SECTION 5 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 3 and 4, 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 Director, 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 19 – TERMINATION: DEFAULT

In the event the Consultant fails to materially comply with the provisions of this Agreement, inclusive of its Exhibits, which includes, without limitation any one or more of the following acts: Consultant has breached the Agreement and not sufficiently timely cured or failed to supply adequate professional personnel or resources or has failed to obtain County approval when required or has been dissolved by state law or otherwise ceased to do business, the Director may declare the Consultant in default by thirty (30) days prior written notification, unless Consultant commences correction of such material non-compliance within five (5) days of such written notification and diligently completes the correction within thirty (30) days thereafter, unless an extension of such thirty (30) day period is granted by the County. 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 there is in litigation to enforce the provisions of the Agreement, or due to a breach of this Agreement, each Party shall bear their own attorney's fees.

SECTION 20 – INDEMNIFICATION AND INSURANCE

Consultant, in accordance with Section 725.06, Florida Statutes, shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant and other persons employed or utilized by the Consultant or its employees, agents, servants, partners principals or subcontractors, resulting from the performance of this Agreement. Consultant shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. Consultant expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the 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 Consultants 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 Subconsultants, the registered professionals (architects and/or Consultants) under this Agreement.

IN ACCORDANCE WITH SECTION 558.0035 OF THE FLORIDA STATUTES AND TO THE FULLEST EXTENT PERMITTED BY LAW, OWNER ACKNOWLEDGES AND AGREES THAT NO INDIVIDUAL EMPLOYEE OR AGENT OF PROFESSIONAL SHALL BE HELD INDIVIDUALLY LIABLE FOR DAMAGES RESULTING FROM NEGLIGENCE OCCURRING WITHIN THE SCOPE AND COURSE OF 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 Department, of Transportation and Public Works, Miami, FL, 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 Consultant as required by Florida Statute 440.

- B. Commercial General Liability in an amount not less than \$1,000,000 per occurrence, and \$2,000,000 in the aggregate. 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, in an amount not less than \$1,000,000 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.

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:

At the time of execution of this Agreement, 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.

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.

SECTION 21 – TRUTH-IN-NEGOTIATION CERTIFICATION OF WAGE RATES

Pursuant to IO 3-39 and Florida State Statute 287.055 5(a): For all lump sum costs or costs plus a fixed fee contract in which a fee will exceed one hundred ninety-five thousand dollars (\$195,000); 287.017, (F.S. - 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 5, 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 22 – APPLICABLE LAWS

The Consultant agrees to abide and be governed by all Applicable Laws. Applicable local laws and ordinances include but are not limited to the following, all as they may be amended from time to time:

- A. Conflict of Interest and Code of Ethics Ordinance, Section 2-11.1 of the County Code.
- B. The Consultant shall comply with County Code Sections 2-10.4.01 and 10-38 and Implementing Order No. 3-32; Small Business Enterprise (SBE-A/E) Program for the purchase of Architectural, Landscape Architectural, Engineering, or Surveying and Mapping Services.

- C. The Consultant shall comply with County Code Section 2-1076 – Office of Inspector General (IG).
- D. 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.
- E. The Consultant shall comply with the procedures contained in the FALSE CLAIMS County 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.
- F. The Consultant shall comply with the financial disclosure requirements of Section 2-11.1(i) of the County Code, 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.
- G. E-VERIFY - The attention of the Consultant is hereby directed to the requirements of the State of Florida Statute 448.095, "Employment eligibility". The Consultant hereby agrees to utilize the U.S. Department of Homeland Security's E-Verify 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.
- H. 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.
- I. SUSTAINABLE BUILDINGS PROGRAM Chapter 9, Article III, Sections 9-71 -9-75, County Code. (If applicable) - The primary method for determining compliance with the Sustainable Buildings Program shall be the U. S. Green Building Council's Leadership in Energy and Environmental Design (LEED) Rating System and the Institute for Sustainable Infrastructure's Envision Rating System. All construction projects are required to meet the standards delineated in the County Code Section cited above. Compliance shall be determined by completing a formal certification process with the U.S. Green Building Council or the Institute for Sustainable Infrastructure, or as otherwise directed by the County's Sustainability Manager.
 - 1. New Construction (NC): All new construction projects shall be required to attain "Silver" or higher level rating under the LEED-NC Rating System or the Envision Rating System, contingent on the particular category of construction.
 - 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 approved green building practices as are feasible from a practical and fiscal perspective; however, LEED and Envision

certification will not be required.

- J. 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 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 (3) 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. The County reserves the right to retain a third party consultant to manage and administer the process of obtaining and monetizing the accelerated depreciation benefit derived from the Project and to designate the a third party 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 a third party consultant’s efforts to obtain and monetize any such benefits derived from the Project on behalf of the County.
- K. PUBLIC RECORDS AND CONTRACTS FOR SERVICES PERFORMED ON BEHALF OF MIAMI-DADE COUNTY - The Contractor (in this Agreement – “the Consultant”) shall comply with the Public Records Laws of the State of Florida, including but not limited to:
- (1) Keep and maintain public records required by the public agency to perform the service;
 - (2) Upon request from the public agency’s custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law;
 - (3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency; and
 - (4) Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency’s custodian of public records, in a format that is compatible with the information technology systems of the public agency.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

miamidadecounty@govqa.us.

L. Prohibited Telecommunications Equipment. Consultant represents and certifies that Consultant and all Subconsultants do not use any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, as such terms are used in 48 CFR §§ 52.204-24 through 52.204-26. Consultant represents and certifies that Consultant and all Subconsultants shall not provide or use such covered telecommunications equipment, system, or services for the duration of this Agreement.

M. TITLE VI - LIST OF PERTINENT NON-DISCRIMINATION ACTS AND AUTHORITIES: During the performance of this Contract, the Consultant, for itself, its assignees, and successors in interest (hereinafter referred to as the "Consultant") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- B. 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- C. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- D. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- E. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- F. Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- G. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- H. Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- I. The Federal Aviation Administration's Non-Discrimination Statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- K. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

- L. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).
- M. Antitrust Laws. By acceptance of this Agreement Consultant agrees to comply with the antitrust laws of the United States and the State of Florida.

SECTION 23 – 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 Consultant under this contract will be assessed one quarter (1/4) of one percent (1%) 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 Consultant shall in stating it has agreed to this process and 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.

Upon ten (10) days written notice, the 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 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.

The 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 Consultant shall make available records relating to the work terminated until three (3) years after any resulting final termination settlement; and
2. The 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 Consultant, its officers, agents, employees, subcontractors/subconsultants and suppliers. The Consultant shall incorporate the provisions in this Section in all subcontracts and all other agreements executed by the 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 Consultant or third Parties.

Exception: The above application of one quarter (1/4) of one percent (1%) fee assessment shall not apply to the following contracts, including yet not limited to; a) small purchase orders as defined in Miami-Dade County Administrative Order (A.O.) 3-2; (b) federal, state and local government-funded grants; and (c) interlocal agreements. Notwithstanding the foregoing, the Trust may authorize the inclusion of the fee assessment of one-quarter (1/4) of one percent (1%) 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 The Consultant is hereby directed to the requirements of Administrative Order (A.O.) 3-20 and Resolution 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 Consultant and County in connection with this 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.

Upon ten (10) days written notice to the Consultant from an IPSIG, the 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 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 Consultant, its officers, agents, and employees. The Consultant shall incorporate the provisions in this Section in all subcontracts and all other agreements executed by the 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 Consultant or third Parties.

SECTION 24 – AFFIRMATIVE ACTION

The Consultant' is required to submit an Affirmative Action Plan pursuant to County Code Section 2-8.1.5, upon request by the County.

SECTION 25 – PROMPT PAYMENT TO SMALL BUSINESS SUBCONSULTANTS

The Consultant's attention is directed to County Code 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 of 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 26 – 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 County Code, the County may terminate the Agreement or require the termination or cancellation of the Subconsultant contract. In addition, a violation by a respondent or Subconsultant to the respondent, or failure to comply with the Implementing Order (I.O.) 3-39 may result in the imposition of one or more of the sanctions listed in the I.O.

SECTION 27 – SUPPLIER/VENDOR REGISTRATION/CONFLICT OF INTEREST

A. Supplier/Vendor Registration

The Consultant shall be a registered vendor with the County – Strategic Procurement Department, for the duration of this Agreement. In becoming a registered vendor with Miami-Dade County, the vendor's Federal Employer Identification Number (FEIN) must be provided, via submission of Form W-9 and 147c Letter, as required by the Internal Revenue Service (IRS). If no FEIN exists, the Social Security Number of the owner must be provided as the legal entity identifier. This number becomes Consultant's "County Vendor Number."

To comply with Section 119.071(5) of the Florida Statutes relating to the collection of an individual's Social Security Number, be aware that the County requests the Social Security Number for the following purposes:

- **Identification of individual account records**
- **Payments to individual/Consultant for goods and services provided to Miami-Dade County**
- **Tax reporting purposes**
- **Provision of unique identifier in the vendor database used for searching and sorting departmental records.**

The Consultant confirms its commitment to comply with the following:

1. **Miami-Dade County Ownership Disclosure Affidavit**
(Section 2-8.1 of the Code of Miami-Dade County)
 2. **Miami-Dade County Employment Disclosure Affidavit** (Section 2.8.1(d)(2) of the Code of Miami-Dade County)
 3. **Miami-Dade County Employment Drug-free Workplace Certification**
(Section 2-8.1.2(b) of the Code of Miami-Dade County)
 4. **Miami-Dade County Disability and Nondiscrimination Affidavit**
(Section 2-8.1.5 of the Code of Miami-Dade County)
 5. **Miami-Dade County Debarment Disclosure Affidavit**
(Section 10.38 of the Code of Miami-Dade County)
 6. **Miami-Dade County Vendor Obligation to County Affidavit**
(Section 2-8.1 of the Code of Miami-Dade County)
 7. **Miami-Dade County Code of Business Ethics Affidavit**
(Article I, Section 2-8.1(i) of the Code of Miami-Dade County)
 8. **Miami-Dade County Family Leave Affidavit**
(Article V of Chapter 11 of the Code of Miami-Dade County)
 9. **Miami-Dade County Living Wage Affidavit**
(Section 2-8.9 of the Code of Miami-Dade County)
 10. **Miami-Dade County Domestic Leave and Reporting Affidavit** (Article VIII, Sections 11A-60 - 11A-67 of the Code of Miami-Dade County)
 11. **Miami-Dade County Verification of Employment Eligibility (E-Verify) Affidavit**
(Section 448.095, of the Florida State Statutes)
 12. **Miami-Dade County Pay Parity Affidavit**
(Resolution No. R-1072-17)
 13. **Miami-Dade County Suspected Workers' Compensation Fraud Affidavit**
(Resolution No. R-919-18)
 14. **Office of the Inspector General**
(Section 2-1076 of the Code of Miami-Dade County)
 15. **Small Business Enterprises**
The County endeavors to obtain the participation of all small business enterprises pursuant to Sections 2-8.1.1.1.1, 2-8.1.1.1.2 and 2-8.2.2 of the Code of Miami-Dade County and Title 49 of the Code of Federal Regulations.
 16. **Antitrust Laws**
By acceptance of any contract, the Contractor agrees to comply with all antitrust laws of the United States and the State of Florida.
- B. Conflict of Interest and Code of Ethics
Sections 2-11.1 (c) and (d) of the Code require that any County official, agency/board member or employee, or any member of his or her immediate family who, through a firm, corporation, partnership or business entity, has a financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County, competing

or applying for a contract, must first obtain and submit a written conflict of interest opinion from the County's Ethics Commission prior to the official, agency/board member or employee, or his or her immediate family member entering into any contract or transacting any business with Miami-Dade County or any person or agency acting for Miami-Dade County. Any such contract or business transaction entered in violation of these subsections, as amended, shall be rendered voidable. All County officials, autonomous personnel, quasi-judicial personnel, advisory personnel, and employees wishing to do business with the County are hereby advised they must comply with the applicable provisions of Section 2-11.1 of the Conflict of Interest and Code of Ethics Ordinance.

SECTION 28 – ERRORS AND OMISSIONS

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 20 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 29 – AUTHORITY OF PROJECT MANAGER; COUNTY REGULATORY AUTHORITY

Project Manager Authority. The Project Manager is authorized to coordinate and communicate with Consultant to manage and supervise the performance of this Agreement. Consultant acknowledges that the Project Manager has no authority to make changes that would increase, decrease, or otherwise materially modify the Scope of Services except as expressly set forth in this Agreement or, to the extent expressly applicable, in the County Code. The Project Manager may approve in writing minor modifications to the Scope of Services that do not increase the total cost to County or waive any rights of County. Unless expressly stated otherwise in this Agreement or otherwise set forth in the Code, the Project Manager may exercise ministerial authority in connection with the day-to-day management of this Agreement provided that such instructions and determinations do not change the Scope of Services. The Project Manager may designate one or more County employees with authority pertaining to day- to-day Project management or activities. Consultant shall notify Project Manager in writing of Consultant's representative(s) to whom matters involving the Project shall be addressed.

Regulatory Capacity. Notwithstanding the fact that County is a political subdivision with certain regulatory authority, County's performance under this Agreement is as a Party to this Agreement and in the capacity as owner of the Project. If County exercises its regulatory authority, the exercise of such authority and the enforcement of Applicable Law shall

have occurred pursuant to County's regulatory authority as a governmental body separate and apart from this Agreement and shall not be attributable in any manner to County as a Party to this Agreement.

SECTION 30 – MISCELLANEOUS

A. Standard of Care. Notwithstanding any other provisions to the contrary, in the performance of its Services, Consultant shall exercise that degree of care and skill customarily exercised by other professionals performing similar services in the same locality and time. County recognizes that opinions relating to environmental, geologic, and geotechnical conditions are based on limited data and that actual conditions may vary from those encountered at the times and locations where the data are obtained, despite the use of due professional care. Consultant is not responsible for designing or advising on or otherwise taking measures to prevent or mitigate the effect of any act of terrorism or any action that may be taken in controlling, preventing, suppressing or in any way relating to an act of terrorism.

B. Responsibility for Others. Consultant shall be responsible to County for Consultant Services and the services of Consultant Subconsultants. Consultants shall not be responsible for the acts or omissions of other parties engaged by County nor for their construction means, methods, techniques, sequences, or procedures, or their health and safety precautions and programs.

D. Cost Estimates. Consultant's opinions of construction and materials costs estimates provided herein are to be made on the basis of Consultant's experience and qualifications and represent Consultant's best judgment as an experienced and qualified professional generally familiar with the industry. However, since Consultant has no control over the costs of labor, materials, equipment, or services furnished by others, or over any Consultant's methods of determining prices or over competitive bidding, or market conditions, Consultant cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from the opinions prepared by Consultant.

E. No Third-Party Rights. This Agreement shall not create any rights or benefits to parties other than County and Consultant.

F. Right of Entry. County grants to Consultant and, if the project site is not owned by County, warrants that permission has been granted for, a right of entry from time to time by Consultant, its employees, agents and Subconsultants, upon the project site for the purpose of providing the Services. County recognizes that the use of investigative equipment and practices may unavoidably alter the existing site conditions and affect the environment in the area being studied, despite the use of reasonable care.

SECTION 32 – ENTIRETY OF AGREEMENT; GOVERNING LAW AND VENUE

This writing and its attachments embody 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.

ATTEST:

CLERK

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

By: _____

By: _____
County Mayor

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

ATTEST Ivette O. Argudin

CONSULTANT

By: *Ivette O. Argudin*
Corporate Secretary

By: *[Signature]*
President or Designee



EXHIBIT A

Scope of CEI Services for Various DTPW Projects

Consultant shall perform its obligations as follows: Construction Administration and Management Services:

A. Construction Management

1. Act as County's representative and provide project inspection
2. Assist the County with constructability and technical plan reviews, and "Value Engineering" as necessary for plan revisions during construction.
3. Analyze construction project requirements in terms of personnel required for observation/inspection of workmanship, materials onsite, and construction progress to determine reasonable conformance with the design intent of the plans and specifications. Assign field personnel to perform services for the project, once awarded and obtain approval of assignment from County
4. Deliver material samples to County's designated lab provider. Provide coordination with County's designated lab, assignment of testing/inspection personnel, review invoices to verify accuracy and coordinate shop drawing/submittal reviews and approvals process. Review testing-lab report results for compliance with the contract and notify the Design-Builder and County of failures.
5. Inspect the project to verify general compliance with the design intent of the plan and specification requirements.
6. Prepare, distribute and file project correspondences.
7. Review the Design-Builder's CPM schedule and verify general compliance with the specifications associated with the project.
8. Maintain complete, accurate records of all activities and events relating to the project and properly document project changes.
9. Produce an independent estimate in order to review and recommend the Design-Builder's monthly, pre-final and final pay estimates for construction of the project.
10. Review and recommend payment or rejection of the Design-Builder's monthly pay estimates of work performed associated with the project.
11. Prepare monthly progress report of construction activities with outstanding issues outlined for review. Report will include time expended, cost of work in place, anticipated completion date and other information as requested by County. Monthly progress information associated with the project will be submitted to County for review and approval.
12. Review Design-Builder's request for additional compensation for extra work and submit findings and recommendations to County.
13. Review the Design-Builder's request for time extensions and submit findings and recommendations to County.
14. Assist in the preparation and issuance of construction change orders and supplemental agreements. Forward recommendations associated with time and costs to County for approval prior to implementation. Coordinate with County and County's design.

15. Preparation of plans and specifications associated with above change orders and supplemental agreements will not be included in the scope of services for this agreement.
16. Review, make recommendations and/or coordinate the response to the Design-Builder's requests for information ("RFI") and submittals. Coordinate with County and County Design.
17. Provide oversight review on review of Design-Builder's claims for additional compensation for extra work and submit findings and recommendations to County for hearings or litigation as required. Assist County in preparation and documentation of factual evidence.
18. Maintain files for correspondences, change orders, submittals and RFI's.
19. Assist County with public outreach efforts to include attending necessary public meetings and coordinating with stakeholders and other entities during construction.
20. Coordinate and host a CPM baseline schedule review meeting with the Design-Builder and County.
21. Participate in the pre-construction meeting to establish appropriate lines of communication and pre-construction requirements associated with the project with the contractor.
22. Coordinate and host weekly construction meetings to address the current status of the Design-Builder's work schedule, outstanding issues, submittals, shop drawings, and change orders.
23. Coordinate and host month-ending construction meeting as part of weekly progress meeting to determine schedule changes and facility adjustments required to maintain the Design-Builder's schedule for project completion.
24. Prepare and distribute meeting minutes from all hosted meetings
25. Review project for final acceptance and coordinate final review with County personnel. Coordinate outstanding issues with County personnel to verify resolutions prior to final acceptance.
26. Coordinate final documentation processing, in accordance with County and FDOT standards, and submit to staff upon completion of the project.
27. Assist the County in the Construction Engineering Inspection of Emergency Contracts when required.
28. Assist in the preparation and issuance of construction work orders.
29. Review plans and construction documents and prepare cost estimates.

B. Field Observation / Inspection

1. Maintain project daily documenting daily construction activities, weather conditions, time charges and contractor's resources as well as project specific information associated with the project. This daily will also incorporate contract items of observation and decisions associated with the construction of the project.
2. Observe and monitor the Contractor's operation and determine, in general, compliance with the construction plans and specifications on each item of work underway and confirm that specified material is incorporated into the work.
3. Confirm that the Design-Builder has obtained necessary permits.
4. Review Design-Builder's daily quantities of work completed.
5. Complete daily construction activity reports.
6. Notify County immediately in the event of an on-site accident.
7. Consultant will coordinate and perform all Quality Assurance / Verification construction field materials sampling and testing. Design-Builder to perform Quality Control Testing.

8. Coordinate utility adjustment activities, utility installation verification, monitoring, record management, reporting and as-built drawings.
9. Monitor the Design-Builder's traffic control plan for compliance with plans and specifications and provide recommendations to County, if needed.
10. Coordinate material-testing needs with the Design-Builder's schedule and schedule required tests with the County designated lab. Verify test frequencies adhere to sampling frequencies outlined in the specifications.
11. Review test reports for accuracy and maintain filing system for test reports and material compliance as required.
12. Prepare photographic project documentation to include individual activities and overall progress as well as impacts to the public.
13. Review Design-Builder's videos and photographs taken in accordance with the construction contract.
14. Attend construction, utility coordination and scheduling meetings.
15. Upon receipt of the Design-Builder's Request for Substantial Completion Inspection, conduct substantial completion inspection, prepare the project punch list of discrepancies for the various construction items and monitor the completion and acceptance of the items as required by the specifications. The "Certificate of Acceptance for Substantial Completion" will be recommended when the project meets minimum requirement for substantial completion in accordance with the contract requirements.
16. Coordinate with County's maintenance department for input on substantial completion inspection and project lunch list.
17. Ensure all closeout documentation is received from the Design-Builder, including but not limited to all guarantees, operating and maintenance manuals, releases of claims and certificate required and then deliver them to the County.
18. After satisfactory completion of the punch list, the Certificate of Final Acceptance and final payment will be recommended to the Design-Builder.

C. Additional Terms and Conditions

1. Consultant shall be represented by a registered professional engineer licensed to practice in the State of Florida at meetings of any official nature concerning the project, including but not limited to scope of meetings, review meetings, pre-bid meetings, and pre-construction meetings.
2. Consultant services must be performed with the same degree of care, skill and diligence as is ordinarily possessed and exercised by members of its same profession, currently practicing, under similar circumstances. No other warranty, express or implied, is included in this agreement or in any drawing, specification, report, opinion, or other instrument of service, in any form or media, produced in connection with the Services.
3. Consultant is responsible for:
 - A. Approve Design-Builders' construction means, methods, techniques, sequences, procedures, or safely precautions and programs
 - B. Notify the County of the failure of any contractor, subcontractor, vendor, or other project participant, not under contract to consultant, to fulfill contractual responsibilities to County or to comply with federal, or local laws, regulations and codes

- C. Procuring permits, certificates, and licenses required for any construction unless those procurement responsibilities are specifically assigned to the Design Builder.
 - D. Request Design Builder changes and/or modifies project plans or specifications upon County's approval.
4. Consultant's performance of the Services does not relieve the Design Builder of their duties and obligations to County either by contract or by law. Consultant shall not have control over or charge of acts or omissions of the Design Builder, or any of its or their subcontractors, agents, or employees, or any other persons performing portions of the construction work; and any designers shall remain solely responsible for their design and for any errors, deficiencies, or omissions contained in any drawings, specifications or other instruments of the designer's services.

ATTACHMENT A1
CONSULTANT SCHEDULE
RATES

Miami 75%

CEI Inspector	\$ 31.25	Hour	
CEI Project Admin/CEI Project Engineer	\$ 64.50	Hour	
CEI Secretary/Clerk Typist	\$ 26.00	Hour	
CEI Senior Inspector- Bldg Struct.	\$ 49.67	Hour	
Certified Bridge Inspector	\$ 41.20	Hour	

State

CEI Assist Contract Support Spec	\$ 32.00	Hour
CEI Assist Proj Admin/Project Engineer	\$ 47.00	Hour
CEI Bridge Paint/Repair Inspect(SSR/LA)	\$ 34.08	Hour
CEI Bridge Paint/Repair Proj Admin(SSR/LA)	\$ 57.09	Hour
CEI Bridge Paint/Repair Sen Inspect(SSR/LA)	\$ 38.93	Hour
CEI Building Inspector/Electrical	\$ 56.06	Hour
CEI Consultant Engineer	\$ 98.68	Hour
CEI Contract Support Specialist	\$ 42.25	Hour
CEI Engineer Intern	\$ 33.66	Hour
CEI Project Admin/CEI Project Eng(CC2)	\$ 64.80	Hour
CEI Project Admin/CEI Project Engineer	\$ 62.34	Hour
CEI Senior Engineer Intern	\$ 41.20	Hour
CEI Senior Inspector	\$ 38.10	Hour
CEI Senior Inspector (CC2)	\$ 40.00	Hour
CEI Senior Project Engineer	\$ 90.00	Hour
CEI Systems Technician	\$ 50.00	Hour
CEI Underwater Bridge Inspector	\$ 50.62	Hour

ACCEPTED MULTIPLIERS:	HOME	2.9
	FIELD	2.5

EXHIBIT B

REIMBURSABLES FOR DIRECT NON-SALARY EXPENSES

INSURANCE REQUIREMENTS



INDEMNIFICATION AND INSURANCE

Contractor shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Contractor or its employees, agents, servants, partners principals or subcontractors. Contractor shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. Contractor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Contractor 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 Contractor shall furnish to the Department of Transportation and Public Works, 111 NW 1st Street, 14th Floor, 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 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, in an amount not less than \$1,000,000 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.

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**

SMALL BUSINESS ENTERPRISE (SBD GOALS)



Office of Small Business Development

Project Worksheet

Project/Contract Title: Professional Services Agreements (PSA) to Provide Construction, Engineering and Inspection services (CEI) for DTPW's Projects Received Date: 02/01/2024

Project/Contract No: E23TP03 Funding Source: Other

Department: Transportation & Public Works

Estimated Cost of Project/Bid: \$22,000,000.00

Description of Project/Bid: Professional Services Agreements (PSA) To Provide Construction, Engineering and Inspection services (CEI) for DTPW's Projects.

Contract Measures		
Measure	Program	Goal Percent
No Measure	SBE – A&E	

Reasons for Recommendation

Pursuant to 49 Code of Federal Regulations (CFR) Part 26 and Section 2.8.1 of the Code of Miami-Dade County, the Department of Transportation and Public Works (DTPW) Disadvantaged Business Enterprise Office recommends an overall race-neutral goal for each the four (4) non-exclusive Professional Services Agreements (PSA) for Construction, Engineering, and Inspection (CE&I) services.

Work Orders (WOs) generated under this agreement for the various PSA's will be assessed individually by DTPW's DBE Office for potential DBE Goals at the WO level. Any work order generated under this agreement without federal and/or state funding will be required to meet the Department's equity goal.

MDC-TCC 11 GENERAL STRUCTURAL ENGINEERING, MDC-TCC 12 GENERAL MECHANICAL ENGINEERING, MDC-TCC 13 GENERAL ELECTRICAL ENGINEERING, MDC-TCC 16 GENERAL CIVIL ENGINEERING, MDC-TCC 17 ENGINEERING CONSTRUCTION MANAGEMENT, MDC-TCC 26 CLAIMS ANALYSIS SERVICES, MDC-TCC 03-01 SITE DEVELOPMENT AND PARKING LOT DESIGN, MDC-TCC 10-01 STORMWATER DRAINAGE DESIGN ENGINEERING SERVICES, MDC-TCC 10-05 CONTAMINATION ASSESSMENT AND MONITORING, MDC-TCC 19-01 TRANSPORTATION PLANNING and MDC-TCC 19-02 MASS TRANSIT SYSTEMS

Living Wages: YES NO Highway: YES NO Heavy Construction: YES NO

Responsible Wages: YES NO Building: YES NO



 SBD Director

3-19-24

 Date

MIAMI-DADE COUNTY, FL
NON-EXCLUSIVE PROFESSIONAL SERVICES AGREEMENT
CONTRACT NO. 20230116
STRATEGIC PROCUREMENT DEPARTMENT (SPD) PROJECT NO. E23TP04

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**MIAMI-DADE COUNTY, FL.
NON-EXCLUSIVE PROFESSIONAL SERVICES AGREEMENT (PSA)
CONTRACT NO. CI20230116
STRATEGIC PROCUREMENT DEPARTMENT (SPD) PROJECT NO. E23TP04**

THIS NON-EXCLUSIVE PROFESSIONAL SERVICES AGREEMENT (the "Agreement") is made and entered into this ____ day of _____, 2024 (the "Effective Date") by and between Miami-Dade County, a political subdivision of the State of Florida, having its principal office at 111 NW 1st Street, Miami, FL 33128, hereinafter referred to as the "County", and **SRS Engineering, Inc.**, a Florida corporation/limited liability company authorized to do business in the State of Florida, having its principal office at hereinafter referred to as the "Consultant" (collectively, the "Parties", and each may individually be referred to as a "Party."

RECITALS:

- A. The County has met the requirements of Section 287.055, Florida Statutes, the Consultant's Competitive Negotiation Act, as amended, and has selected the Consultant to perform these professional services.
- B. [Add other recitals as applicable].

DEFINITIONS:

For purposes of this Agreement the following definitions will apply:

- A. **Applicable Laws** means all applicable federal, state and County laws, ordinances, resolutions, regulations, resolutions, Administrative and Implementing Orders.
- B. **Board** means the Miami-Dade County Board of County Commissioners.
- C. **Code and/or County Code** means the Miami-Dade County Code of Ordinances ("County Code").
- D. **Consultant** means the corporation, limited liability company, limited partnership or other business entity however incorporated who enters in go this Agreement with the County to provide professional services for the Project.
- E. **Contract Documents** as design plans, specifications, cost estimates, and permit applications. This PSA.
- F. **Contracting Officer** is the Director of the Department.
- G. **Contracting Officer's Representative (COR)** is the person designated by the Contracting Officer to act on his or her behalf in the administration of the contract within the limits of their respective authorization.
- H. **DBE** is Disadvantage Business Enterprise; program used for state and federally funded projects.
- I. **SBE** means the definition of a certified Small Business Enterprise as defined in the County Small Business Enterprise Architecture and Engineering Program as set forth in Section 2-10.4.01 of the County Code. The County endeavors to obtain the participation of Small Business Enterprises per the County Code Section cited above and Title 49 of the Code of Federal Regulations.
- J. **Days** means calendar days.
- K. **Director** means the Director (or their designee) of the County Department named in this Agreement who requires the professional services being provided by this Agreement.
- L. **Field Overhead Rate** is the overhead rate to use when field personnel or personnel on loan are performing duties in the field, outside of the home office of the consultant and/or subconsultant, and at County offices (which shall mean that they are under the direct supervision of the County and the County provides office space, computers, and communication equipment, for more than 30 consecutive days).
- M. **Mayor** means the Miami-Dade County Mayor (or Mayor's designee) who serves as the County's Chief Administrative Officer.
- N. **Order of Preference** means if there is a conflict among the provisions of this Agreement the order of preference is as follows: 1) This Agreement and its Exhibits; 2) Miami-Dade County's Notice to Professional Consultants (NTPC) No. **E23-DTPW04** and, any associated addenda issued; and 3) the Consultant's Proposal in response to the NTPC.

- O. **Project Manager** means the person designated to make day to day decisions on behalf of the County relative to the Project.
- P. **Project** means: The actual construction project where a task work order is assigned under this PSA to perform Construction Engineering and Inspection Services.
- Q. **Professional Services Agreement (PSA)** is an agreement to provide professional or management consulting services such as administration, designing, feasibility studies, or legal or technical advice.
- R. **Principal** is a design professional who oversees the firm's services in connection with a specific project. A principal ensures that the CONSULTANT performs the Services in a cost-effective and timely manner. This includes allocating and directing staff according to their disciplines, allocating resources needed for the project and ensuring that the CONSULTANT performs the Services in accordance with safety and organizational policies. Principal is often defined as (1) significant (>5%) owner, shareholder or partner of the firm, (2) a director or officer of the firm or (3) both.
- S. **Subconsultant** means an A&E firm which as a team member, has input for certain aspects of a Project, and who provides professional services under the discretion of a prime consultant/contractor. The term is synonymous with Subcontractor.
- T. **Work Order** means the written authorization to proceed with the Project, phase, or task, as issued by the Director, COR or Project Manager.

Additionally, all definitions set forth in the Consultants' Competitive Negotiation Act. Section 287.055, Florida Statutes, are deemed as being incorporated by reference in this Agreement.

WITNESSETH:

For and in consideration of the mutual agreements hereinafter contained, the County hereby retains the Consultant and the Consultants hereby covenants to provide the professional services prescribed herein in connection with the County Representation Services - Architectural/Engineering, Contract No. 20230116/Project No. E23-DTPW04, as more specifically described in SECTION 2 – PROFESSIONAL SERVICES of this Agreement for the Department of Transportation and Public Works (DTPW) of the County, hereinafter referred to as the "Project".

SECTION 1 – COUNTY OBLIGATIONS

The County agrees that the Miami-Dade County Department of Transportation and Public Works, hereinafter referred to as the "Department", shall furnish to the Consultants 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. County shall arrange for access to, and make all provisions for, Consultant to enter upon public and private property as required for Consultant to perform its Services. County shall review any itemized deliverables and documents required to be submitted by Consultant and respond in writing with any comments within the time(s) set forth.

The Director of the County DTPW, 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 or COR, if applicable, 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 written 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 or COR 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.

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 2 – PROFESSIONAL SERVICES

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

Consultant shall provide all professional services as set forth in Exhibit A, including all necessary, incidental, and related activities required for full and complete performance of this Agreement.

In connection with professional services to be rendered pursuant to this Agreement, the Consultant further agrees to provide complete architectural/engineering services including always maintain an adequate staff of qualified personnel on the Project to complete the scope in accordance with the terms specified in the applicable Work Order. All work done by Consultant prior to County approval, shall be at the Consultant's risk and expense. The Consultant warrants and represents that its personnel have the proper skill, training, background, knowledge, experience, rights, authorizations, integrity, character, certificates and licenses as necessary to perform the services in a competent and professional manner. The County has the right to approve 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. Before issuing a work order, 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 per 75th Percentile of FDOT Consultant Wage Rate Report dated 3/12/2024, under Attachment A1 (*schedule of rates*) to this Agreement and made a part hereof.

- A. Comply with all applicable federal, state, and County laws, regulations, codes, ordinances, resolutions, and administrative orders applicable to the work.
- B. Cooperate fully with the County in the scheduling and coordination of all phases of the work.
- C. Report the status of the work to the Director or COR upon request and hold pertinent data, calculations, field notes, records, sketches, and other products open to the inspection of the Director or COR at any time. The Consultant shall reference all correspondence and work with the Work Order Number.
- D. 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 County. Estimates, opinions of probable construction or implementation costs, financial evaluations, feasibility studies or economic analyses prepared by Consultant will represent its best judgment based on its experience and available information. The County recognizes that Consultant has no control over costs of labor, materials, equipment, or services furnished by others or over market conditions or contractors' methods of determining prices. Consultant does not guarantee that proposals, bids, or actual costs will not vary from opinions, evaluations or studies submitted by Consultant.
- E. 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.
- F. Prior to final approval of work by the Director or COR, the Consultant shall complete a preliminary check of any documents submitted for compliance with all government agencies having permitting authority over the Project as required.

- G. 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 10 – OWNERSHIP OF DOCUMENTS hereof such data or information is the property of the County.

SECTION 3 – TIME FOR COMPLETION

The services to be rendered by the Consultant for each section of the work shall commence upon receipt of a written Work Order from the Director or his designee after the execution of this Agreement and shall be completed within the time stated in the Work Order.

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 4 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.

This Agreement begins on the Effective Date and ends on Five (5) years, (1825 calendar days) after that date, subject to any renewals. Time periods shall commence from the date of the applicable Work Order. The County, at its sole discretion, may extend this Contract for One Hundred and Eighty-Three (183) Calendar days. No additional Work Orders will be issued past expiration date; however, work may continue on a work order of an expired PSA provided that the work order was issued in a timely manner and until funds are depleted or work order is expired whichever comes first.

SECTION 4 – FORCE MAJEURE

Force Majeure shall mean an acts of nature, 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 subconsultants/subcontractors, retained by Consultant, third-party consultants/contractors, material persons, 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 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 promptness.

It is further agreed that the right of any Party hereto to excuse its failure to perform by reason of Force Majeure is 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) 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 5 – COMPENSATION

The County agrees to pay, and the Consultant agrees to accept, for services rendered pursuant to this Agreement, fees and other compensation computed in accordance with one or a combination of the methods outlined below:

- A. Fee as a Multiple of Direct Salary Cost and Fixed Hourly Rate

The fee for services rendered by the Consultant's personnel, principals excluded, shall be computed based on the negotiated salaries as per 75th Percentile of FDOT Consultant Wage Rate Report dated 3/12/2024, for the time of said personnel engaged directly in the work, times negotiated multipliers of: 2.9 for Home Office personnel, 2.5 for Field personnel and, 2.5 Field Office personnel and/or personnel on loan for which the Department provides office space, computers and communication equipment (excluding cellular phones). Home Office personnel shall mean personnel

that are in the home offices of the Consultant and or Subconsultant(s). Field Office personnel/personnel on loan shall mean personnel that are performing duties in the field, outside of the home offices of the Consultant and or Subconsultant(s), and at County Offices a minimum of twenty four (24) hours per week (which shall mean that they are under the supervision of the County's Department and the Department provides office space, computers, and communication equipment, excluding cellular phones), for more than thirty (30) days.

Time worked by the Consultant and/or Subconsultants for this entire period shall be at the Field personnel/personnel on loan rate. This fee shall constitute full compensation to the Consultant for costs incurred in the performance of the work such as overhead, fringe benefits, operating margin and all other costs not covered by reimbursable expenses.

Furthermore, the maximum direct salary, per classification, for the Consultant and Subconsultants are set forth in Attachment A1. Rate to be adjusted every year in accordance with Miami Dade County Cost of Living Adjustment (COLA) for non-unionized members.

The Consultant and its Subconsultants shall be compensated at the flat rate as reported to the Internal Revenue Service (I.R.S.), per hour for the time of principals engaged directly in the work. This rate shall not be subject to the negotiated multiplier and shall be applied to the time spent on requested work by the following principal(s).

PRIME CONSULTANT:

SRS Engineering, Inc.-FEIN: 65-060-7552-Ignacio Serralta

SUBCONSULTANTS:

GM Selby, Inc.-FEIN 61-151-1533- Marina Zadikoff.

The County reserves the right to substitute principals' in the subconsultants, at its sole discretion, upon request by the Consultant.

1. Overtime work considered necessary and previously authorized by the Director or COR in writing shall be compensated at time-and-a-half of the labor rate normally paid to the employee, for personnel below the level of project engineer or project architect, as defined by the Director. Overtime is defined as work for more than forty (40) hours per week. Principals shall not receive additional compensation for performance of overtime work.
2. Labor rates shall be in accordance with the list of rates per classification supplied by the Consultant and its Subconsultants and made a part hereof as Attachment A1. Labor rates of Consultant and its Subconsultants included in Attachment A1 are subject to review and adjustment. In no event under any emergency conditions shall rates exceed the rates listed under Attachment A1.
3. The Consultant and its Subconsultants 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, computer software/hardware, reproduction of drawings and/or specifications, mailing, stenographic, clerical, nor shall it invoice for other employee time or travel and substance not directly related to the work.

A. All payments to Subconsultants employed hereunder shall be the sole responsibility of the Consultant unless otherwise provided in this Agreement or within a Work Order. The Consultant shall not submit invoices, which include charges for services by Subconsultants, unless such services have been performed satisfactorily and the charges are, in the opinion of the Consultant, payable to such Subconsultants. The Consultant shall promptly make all payments to such Subconsultants 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 COR, furnish to the County a copy of the Agreement(s) providing for such

payments. Compensation rate to Subconsultant(s) authorized by the Director or COR as services shall not exceed the Consultant's rates in this Agreement.

B. Lump Sum Fee

The fee for any requested portion of work may, at the option of the County, be a lump sum mutually agreed upon by the Director or COR and the Consultant and stated in the written Work Order. Lump sum fees may or may not include reimbursable expenses. Lump Sum Compensation. For Services identified in Exhibit A as payable on a "Lump Sum" basis, compensation to Consultant shall be not more than a total lump sum of \$ N/A.

C. Reimbursable Expenses

The Consultant shall be compensated on a direct reimbursement basis for certain work-related expenditures not covered by fees for consulting services, provided such expenditures are reasonable and previously authorized by the Director or COR. Reimbursable expenses may include:

1. Expenses for document reproduction (reproduction costs for internal coordination, reviews and other in-house uses will not be reimbursed), rental of specialized equipment, and purchase of special instruments necessary for the efficient performance of the work. Provided that such purchased instruments remain the property of the County upon work completion. These expenses shall be reimbursed on a direct cost basis. No separate additional payment shall be authorized for the use of CADD workstations (computers).
2. Expenses for travel (except commuting), transportation and subsistence by Consultant's personnel in the furtherance of the work outside Miami-Dade County will be reimbursed according to the provisions of Florida Statutes Section 112.061 and Miami-Dade County Administrative Order (A.O.) 6-1. The Consultant shall obtain prior written authorization from the Director or COR, for all travel expenses. Failure to obtain such prior authorization shall be grounds for nonpayment of travel expenses. To be compensated for travel within Miami-Dade County, the Consultant shall maintain accurate mileage records, in ink, and submit them with their invoices.

D. Maximum Compensation/Additional Services

The maximum compensation for the services included shall be the NOT TO EXCEED amount of \$ N/A so long as the performance of additional services, as outlined in SECTION 6 hereof, is not necessary and authorized by the Director or designee. It is understood that any unspent portion of the contract ceiling is to remain with the County. Salary costs for Consultant and Subconsultants as shown in Attachment A1, are the maximum billing rates, which are provisional, subject to audit of actual costs, and if the audit discloses that the actual costs are less than the costs set forth on Attachment A1 for Consultant or any Subconsultant, Consultant shall reimburse County based upon the actual costs determined by the audit. County may withhold the amount Consultant is required to reimburse County from any payment due to the Consultant.

E. Surveying and Geotechnical Services

The Consultant shall be compensated based on the fixed rates based on the most recent negotiated rates for the performance of all geotechnical, land and engineering field survey work required.

1. Land and Engineering Field Survey

In the event supplementary field survey work is required during the performance of work under this contract and such work is authorized by the COR, the Consultant shall be compensated for performance of said work in accordance with the provisions of Section 5(A) hereof. The surveying rates shall not exceed the rates negotiated under this Agreement.

2. Geotechnical Engineering

In the event supplementary geotechnical engineering work is required during the performance of work under this contract and such work is authorized by the COR, the Consultant shall be compensated for performance of said work in accordance with the

provisions of Section 5(A) hereof. The geotechnical engineering rates shall not exceed the rates negotiated under this Agreement.

E. Compensation for Other Services (If applicable)

The County shall compensate other services or goods provided by the Consultant and others working in conjunction with the Consultant as stipulated in Exhibit A.

F. County Discretion to Negotiate

Notwithstanding and prevailing over any other provision of this section, the County reserves the right in its sole discretion, through the Director or COR, to negotiate fees and rates with Consultant, mutually acceptable to County and Consultant, that are less than those set forth under Attachment A1; and for particular projects, including but not limited to lower multiplier and hourly rates.

SECTION 6 – ADDITIONAL SERVICES (ALLOWANCE ACCOUNT)

In the event that a contingency necessitates the performance of additional services by the Consultant after the maximum compensation limit of the Agreement has been encumbered, the Director or COR 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. It is agreed that any unspent portion of the allowance account is to remain with the County.

SECTION 7 – METHODS OF PAYMENT

The County agrees to make monthly payments to the Consultant, based on properly submitted invoices, for all authorized work performed during the previous calendar month or other mutually agreed invoicing period. The Consultant agrees to submit invoices within thirty (30) days from the completion of the executed work and to provide with every invoice copy of any records necessary to substantiate payment requests to the County such as timesheets, detailing the task where the time has been spent, monthly progress reports and hours/cost expenditure reports, in a format acceptable to the County. Invoices received more than ninety (90) days from the completion of the executed work may be subject to an applicable audit fee, which audit fee represents a reasonable estimate (not a penalty) of the cost of labor expended by the County staff to review the overdue invoice, and/or the invoice may be rejected by the Director or COR. The Consultant shall submit certified invoices, either digital or hard copies, to the Director or COR in a form acceptable to the Director or COR. Each invoice shall refer to the Work Order which authorized the services performed and/or expenses incurred. The number of invoices submitted shall be comprised of the amounts due for all services performed including timesheets and/or reimbursable expenses incurred to date in connection with authorized work, less previous payments.

Pursuant to Administrative Order (A.O.) 3-32 Small Business Enterprise (SBE) Program, Implementing Order (I.O.) 3-41 Small Business Enterprise (SBE) Program and/or Implementing Order (I.O.) 3-39 Standard Process for Construction of Capital Improvements, Acquisition of Professional Services, Construction Contracting, Change Orders and Reporting, the Consultant is required to file utilization reports with the County contracting department monthly, unless designated otherwise.

The Consultant shall report via the Business Management Workforce System (BMWS) all Subconsultants' agreements entered into listing award amounts or percentage for this Agreement. Additionally, the Consultant shall report all payments made to each Subconsultant participating on the project and verification of payments received must be confirmed by the Subconsultants via BMWS. For additional information regarding online BMWS registration, managing County contracts, and to track compliance with SBE program measures, please contact Small Business Development, at (305) 375-3111 or via email at SBDmail@miamidade.gov

Payments shall be made in accordance with the following methods, as identified in the Work Order:

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

The amounts due for professional services and/or reimbursable expenses shall be calculated in accordance with SECTIONS 5(A) and 5(C) hereof, respectively. Invoiced reimbursable expenses must be substantiated with copies of receipts and other documentation as necessary.

B. Lump Sum Fee

The amount due of invoices submitted shall be calculated by applying the percentage of the total work completed to date to the authorized lump sum and subtracting any previous payments.

SECTION 8 – SCHEDULE OF WORK

The Director or designee 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 or COR 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 9 – RIGHT OF DECISIONS AND DISPUTE RESOLUTION

- A. The Contractor hereby acknowledges that the Project Manager will determine in the first instance all questions of any nature whatsoever arising out of, under, or in connection with, or in any way related to or on account of, this Agreement including without limitations: questions as to the value, acceptability and fitness of the services; questions as to either Party's fulfillment of its obligations under the Contract; negligence, fraud or misrepresentation before or subsequent to acceptance of the Consultant's Proposal; questions as to the interpretation of the Scope of Services; and claims for damages, compensation and losses.
- B. The Consultant shall be bound by all determinations or orders and shall promptly comply with every order of the Project Manager, including the withdrawal or modification of any previous order and regardless of whether the Contractor agrees with the Project Manager's determination or order. Where orders are given orally, they will be issued in writing by the Project Manager as soon thereafter as is practicable.
- C. The Consultant must, in the final instance, seek to resolve every difference concerning the Agreement with the Project Manager. In the event that the Consultant and the Project Manager are unable to resolve their difference, the Consultant may initiate a dispute in accordance with the procedures set forth in this Section. **Exhaustion of these procedures shall be a condition precedent to any lawsuit permitted hereunder.**
- D. In the event of such dispute, the Parties authorize the County Mayor or designee, who may not be the Project Manager or anyone associated with this Project, acting personally, to decide all questions arising out of, under, or in connection with, or in any way related to or on account of the Agreement (including but not limited to claims in the nature of breach of contract, fraud or misrepresentation arising either before or subsequent to execution hereof) and the decision of each with respect to matters within the County Mayor's purview as set forth above shall be conclusive, final and binding on the Parties. Any such dispute shall be brought, if at all, before the County Mayor within ten (10) days of the occurrence, event or act out of which the dispute arises.
- E. The County Mayor may base this decision on such assistance as may be desirable, including advice of experts, but in any event shall base the decision on an independent and objective determination of whether Consultant's performance or any deliverable meets the requirements of this Agreement and any specifications with respect thereto set forth herein. The effect of any decision shall not be impaired or waived by any negotiations or settlements or offers made in connection with the dispute, whether or not the County Mayor participated therein, or by any prior decision of others, which prior decision shall be deemed subject to review, or by any termination or cancellation of the Agreement. All such disputes shall be submitted in writing by the Consultant to the County Mayor for a decision, together with all evidence and other pertinent information regarding such questions, in order that a fair and impartial decision may be made. Whenever the County Mayor is entitled to exercise discretion or judgement or to make a determination or form an opinion pursuant to the provisions of this Section, such action shall be fair and impartial when exercised or taken. The County Mayor, as appropriate, shall render a decision in writing and deliver a copy of the same to the Consultant. Except as such remedies may be limited or waived elsewhere in the Agreement, Contractor reserves the right to pursue any remedies available under law after exhausting the provisions of this Section.
- F. This Section will survive the termination or expiration of this Agreement.

SECTION 10 – OWNERSHIP OF DOCUMENTS

All notes, correspondence, documents, designs, drawings, cost estimates, renderings, calculations, specifications, models, photographs, reports, surveys, investigations, and 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. 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 they have 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 or other software format, in a version acceptable to the Department, produced by computer in files maintained in an electronic format acceptable by the County. When each individual section of work requested pursuant to this Agreement is completed and accepted, all the above data shall be delivered to the Director or COR. Nothing in this Section shall be deemed to exclude any document from Chapter 119 of the Florida Statutes.

SECTION 11 – 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 or COR shall not accept any reused data containing an excess or 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 and expense without legal liability to the Consultant.

SECTION 12 – NOTICES

Any notices, reports or other written communications from the Consultant shall be considered delivered, when delivered by certified mail to the address listed below, electronic media, or delivered in person to the Director or COR. Any notices, reports, or other communications from the County to the Consultant shall be considered delivered when delivered by certified mail to the Consultant at the last address listed below the County or delivered in person to said Consultant or the Consultant's authorized representative to the addresses listed below and shall be effective upon mailing or hand delivery (provided the contemporaneous email is also sent). Addresses may be changed by the applicable Party providing notice of such change in accordance with this Section.

FOR MIAMI-DADE COUNTY:

Alejandro Barrios, Assistant Director, Construction:

Phone: 305-375-2939

Email: alex.barrios@miamidade.gov

and

FOR CONSULTANT:

Attention: Ignacio Serralta, P.E.

Phone: 305-662-8887

Email: ignacio@SRS-corp.com

SECTION 13 – ABANDONMENT

In the event the County abandons, cancels, or suspends the Project(s) or parts thereof, the Consultant shall be compensated for 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 based on the percentage of the total services which have been performed at the time 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 14 – 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 rights and remedies with respect to recovery of payments.

SECTION 15 – SUBCONTRACTING AND ASSIGNMENT

The Consultant shall not assign or transfer any portion of the work under this Agreement other than as expressly provided without the prior written consent of the Director or COR. When applicable and upon receipt of the written consent, 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, except pursuant to the purchase of all or substantially all of Consultant's assets or to any successor by way of merger, consolidation, or similar transaction, so long as Consultant obtains prior written consent of the Director or COR. Nothing contained in this Agreement shall create any contractual relationship between the County and the Subconsultant(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 Small Business Enterprise (SBE) program. The County has established a participation goal of One Hundred percent (100%) based on the total amount of compensation authorized under this Agreement.

The Consultant may, if they so desire and if approved by the Director or designee, employ Special Professional Consultants to assist in performing specialized portions of the work. Payment of such Special Professional Consultants employed at the option of the Consultant and subject to written approval by the Director or designee shall be the responsibility of the Consultant and shall not be cause for any increase in compensation to the Consultant for the performance of the work included in the Work Order.

A. Subconsultant(s)

The compensation for services rendered by the Subconsultant(s) shall be in accordance with this Section and SECTION 5 - COMPENSATION. The Subconsultant(s) authorized to perform professional services associated with this Agreement are listed Under Section 5 of this agreement.

In no case the maximum rate of compensation, per classification, including multiples of direct salary for services rendered by the Subconsultant(s) personnel, principals excluded, shall exceed the rate stipulated, per classification, under Attachment A1

All services provided by the Subconsultant(s) shall be pursuant to appropriate agreements between the Consultant and the Subconsultant(s) which shall contain provisions that preserve and protect the rights of the County under this Agreement, indemnify, and hold harmless the County.

Subconsultant(s) other than those listed above may not be utilized on the work unless their utilization has been approved in advance by the Director or COR in writing. The Director or COR reserves the right at any time to withdraw the approval of a Subconsultant, if they decide that the services performed by the Subconsultant, are not acceptable to the Director or COR.

SECTION 16 – CERTIFICATION

The Consultant certifies that no companies or persons, other than bona fide employees working solely for the Consultant or the Consultant's County approved Subconsultant(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 Subconsultant(s), to accomplish the work contemplated under the terms of this Agreement. For breach or violation of this Certification, the Director or COR shall have the right to cancel this Agreement without liability.

SECTION 17 – TERMINATION OF AGREEMENT: FOR CONVENIENCE

It is expressly understood and agreed that the Director or COR may terminate this Agreement, in total or in part, for convenience, without cause or penalty, by thirty (30) days prior written notification in writing from the Director or COR or by declining to issue Work Orders, as provided in SECTION 8; in which event the County's sole obligation to the Consultant shall be payment, in accordance with SECTION 5 – Compensation, for those units or sections of work previously authorized. Such payment shall be determined based on 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 18 – DURATION OF AGREEMENT (IF FIXED TERM OF YEARS AGREEMENT)

This Agreement shall remain in full force and effect for a period of Five (5) years effective term after its date of execution and upon issuance of Notice to Proceed, provided that the maximum compensation set forth in SECTION 5(D) is not reached by the completion of the 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 13, SECTION 16, SECTION 17, SECTION 19, SECTION 23, and SECTION 25 hereof. The performance of specifically and properly authorized services which may extend beyond the Agreement's effective term shall be compensated in accordance with SECTION 5 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 3 and 4, 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 Director, 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 19 – TERMINATION: DEFAULT

In the event the Consultant fails to materially comply with the provisions of this Agreement, inclusive of its Exhibits, which includes, without limitation any one or more of the following acts: Consultant has breached the Agreement and not sufficiently timely cured or failed to supply adequate professional personnel or resources or has failed to obtain County approval when required or has been dissolved by state law or otherwise ceased to do business, the Director may declare the Consultant in default by thirty (30) days prior written notification, unless Consultant commences correction of such material non-compliance within five (5) days of such written notification and diligently completes the correction within thirty (30) days thereafter, unless an extension of such thirty (30) day period is granted by the County. 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 there is in litigation to enforce the provisions of the Agreement, or due to a breach of this Agreement, each Party shall bear their own attorney's fees.

SECTION 20 – INDEMNIFICATION AND INSURANCE

Consultant, in accordance with Section 725.06, Florida Statutes, shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant and other persons employed or utilized by the Consultant or its employees, agents, servants, partners principals or subcontractors, resulting from the performance of this Agreement. Consultant shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. Consultant expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the 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 Consultants 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 Subconsultants, the registered professionals (architects and/or Consultants) under this Agreement.

IN ACCORDANCE WITH SECTION 558.0035 OF THE FLORIDA STATUTES AND TO THE FULLEST EXTENT PERMITTED BY LAW, OWNER ACKNOWLEDGES AND AGREES THAT NO INDIVIDUAL EMPLOYEE OR AGENT OF PROFESSIONAL SHALL BE HELD INDIVIDUALLY LIABLE FOR DAMAGES RESULTING FROM NEGLIGENCE OCCURRING WITHIN THE SCOPE AND COURSE OF 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 Department, of Transportation and Public Works, Miami, FL, 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 Consultant as required by Florida Statute 440.

- B. Commercial General Liability in an amount not less than \$1,000,000 per occurrence, and \$2,000,000 in the aggregate. 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, in an amount not less than \$1,000,000 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.

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:

At the time of execution of this Agreement, 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.

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.

SECTION 21 – TRUTH-IN-NEGOTIATION CERTIFICATION OF WAGE RATES

Pursuant to IO 3-39 and Florida State Statute 287.055 5(a): For all lump sum costs or costs plus a fixed fee contract in which a fee will exceed one hundred ninety-five thousand dollars (\$195,000); 287.017, (F.S. - 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 5, 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 22 – APPLICABLE LAWS

The Consultant agrees to abide and be governed by all Applicable Laws. Applicable local laws and ordinances include but are not limited to the following, all as they may be amended from time to time:

- A. Conflict of Interest and Code of Ethics Ordinance, Section 2-11.1 of the County Code.
- B. The Consultant shall comply with County Code Sections 2-10.4.01 and 10-38 and Implementing Order No. 3-32; Small Business Enterprise (SBE-A/E) Program for the purchase of Architectural, Landscape Architectural, Engineering, or Surveying and Mapping Services.

- C. The Consultant shall comply with County Code Section 2-1076 – Office of Inspector General (IG).
- D. 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.
- E. The Consultant shall comply with the procedures contained in the FALSE CLAIMS County 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.
- F. The Consultant shall comply with the financial disclosure requirements of Section 2-11.1(i) of the County Code, 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.
- G. E-VERIFY - The attention of the Consultant is hereby directed to the requirements of the State of Florida Statute 448.095, "Employment eligibility". The Consultant hereby agrees to utilize the U.S. Department of Homeland Security's E-Verify 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.
- H. 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.
- I. SUSTAINABLE BUILDINGS PROGRAM Chapter 9, Article III, Sections 9-71 -9-75, County Code. (If applicable) - The primary method for determining compliance with the Sustainable Buildings Program shall be the U. S. Green Building Council's Leadership in Energy and Environmental Design (LEED) Rating System and the Institute for Sustainable Infrastructure's Envision Rating System. All construction projects are required to meet the standards delineated in the County Code Section cited above. Compliance shall be determined by completing a formal certification process with the U.S. Green Building Council or the Institute for Sustainable Infrastructure, or as otherwise directed by the County's Sustainability Manager.
 - 1. New Construction (NC): All new construction projects shall be required to attain "Silver" or higher level rating under the LEED-NC Rating System or the Envision Rating System, contingent on the particular category of construction.
 - 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 approved green building practices as are feasible from a practical and fiscal perspective; however, LEED and Envision

certification will not be required.

- J. 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 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 (3) 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. The County reserves the right to retain a third party consultant to manage and administer the process of obtaining and monetizing the accelerated depreciation benefit derived from the Project and to designate the a third party 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 a third party consultant’s efforts to obtain and monetize any such benefits derived from the Project on behalf of the County.
- K. PUBLIC RECORDS AND CONTRACTS FOR SERVICES PERFORMED ON BEHALF OF MIAMI-DADE COUNTY - The Contractor (in this Agreement – “the Consultant”) shall comply with the Public Records Laws of the State of Florida, including but not limited to:
- (1) Keep and maintain public records required by the public agency to perform the service;
 - (2) Upon request from the public agency’s custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law;
 - (3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency; and
 - (4) Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency’s custodian of public records, in a format that is compatible with the information technology systems of the public agency.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

miamidadecounty@govqa.us.

L. Prohibited Telecommunications Equipment. Consultant represents and certifies that Consultant and all Subconsultants do not use any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, as such terms are used in 48 CFR §§ 52.204-24 through 52.204-26. Consultant represents and certifies that Consultant and all Subconsultants shall not provide or use such covered telecommunications equipment, system, or services for the duration of this Agreement.

M. TITLE VI - LIST OF PERTINENT NON-DISCRIMINATION ACTS AND AUTHORITIES: During the performance of this Contract, the Consultant, for itself, its assignees, and successors in interest (hereinafter referred to as the "Consultant") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- B. 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- C. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- D. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- E. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- F. Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- G. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- H. Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- I. The Federal Aviation Administration's Non-Discrimination Statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- K. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

- L. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).
- M. Antitrust Laws. By acceptance of this Agreement Consultant agrees to comply with the antitrust laws of the United States and the State of Florida.

SECTION 23 – 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 Consultant under this contract will be assessed one quarter (1/4) of one percent (1%) 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 Consultant shall in stating it has agreed to this process and 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.

Upon ten (10) days written notice, the 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 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.

The 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 Consultant shall make available records relating to the work terminated until three (3) years after any resulting final termination settlement; and
2. The 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 Consultant, its officers, agents, employees, subcontractors/subconsultants and suppliers. The Consultant shall incorporate the provisions in this Section in all subcontracts and all other agreements executed by the 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 Consultant or third Parties.

Exception: The above application of one quarter (1/4) of one percent (1%) fee assessment shall not apply to the following contracts, including yet not limited to; a) small purchase orders as defined in Miami-Dade County Administrative Order (A.O.) 3-2; (b) federal, state and local government-funded grants; and (c) interlocal agreements. Notwithstanding the foregoing, the Trust may authorize the inclusion of the fee assessment of one-quarter (1/4) of one percent (1%) 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 The Consultant is hereby directed to the requirements of Administrative Order (A.O.) 3-20 and Resolution 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 Consultant and County in connection with this 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.

Upon ten (10) days written notice to the Consultant from an IPSIG, the 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 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 Consultant, its officers, agents, and employees. The Consultant shall incorporate the provisions in this Section in all subcontracts and all other agreements executed by the 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 Consultant or third Parties.

SECTION 24 – AFFIRMATIVE ACTION

The Consultant' is required to submit an Affirmative Action Plan pursuant to County Code Section 2-8.1.5, upon request by the County.

SECTION 25 – PROMPT PAYMENT TO SMALL BUSINESS SUBCONSULTANTS

The Consultant's attention is directed to County Code 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 of 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 26 – 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 County Code, the County may terminate the Agreement or require the termination or cancellation of the Subconsultant contract. In addition, a violation by a respondent or Subconsultant to the respondent, or failure to comply with the Implementing Order (I.O.) 3-39 may result in the imposition of one or more of the sanctions listed in the I.O.

SECTION 27 – SUPPLIER/VENDOR REGISTRATION/CONFLICT OF INTEREST

A. Supplier/Vendor Registration

The Consultant shall be a registered vendor with the County – Strategic Procurement Department, for the duration of this Agreement. In becoming a registered vendor with Miami-Dade County, the vendor's Federal Employer Identification Number (FEIN) must be provided, via submission of Form W-9 and 147c Letter, as required by the Internal Revenue Service (IRS). If no FEIN exists, the Social Security Number of the owner must be provided as the legal entity identifier. This number becomes Consultant's "County Vendor Number."

To comply with Section 119.071(5) of the Florida Statutes relating to the collection of an individual's Social Security Number, be aware that the County requests the Social Security Number for the following purposes:

- **Identification of individual account records**
- **Payments to individual/Consultant for goods and services provided to Miami-Dade County**
- **Tax reporting purposes**
- **Provision of unique identifier in the vendor database used for searching and sorting departmental records.**

The Consultant confirms its commitment to comply with the following:

1. **Miami-Dade County Ownership Disclosure Affidavit**
(Section 2-8.1 of the Code of Miami-Dade County)
 2. **Miami-Dade County Employment Disclosure Affidavit** (Section 2.8.1(d)(2) of the Code of Miami-Dade County)
 3. **Miami-Dade County Employment Drug-free Workplace Certification**
(Section 2-8.1.2(b) of the Code of Miami-Dade County)
 4. **Miami-Dade County Disability and Nondiscrimination Affidavit**
(Section 2-8.1.5 of the Code of Miami-Dade County)
 5. **Miami-Dade County Debarment Disclosure Affidavit**
(Section 10.38 of the Code of Miami-Dade County)
 6. **Miami-Dade County Vendor Obligation to County Affidavit**
(Section 2-8.1 of the Code of Miami-Dade County)
 7. **Miami-Dade County Code of Business Ethics Affidavit**
(Article I, Section 2-8.1(i) of the Code of Miami-Dade County)
 8. **Miami-Dade County Family Leave Affidavit**
(Article V of Chapter 11 of the Code of Miami-Dade County)
 9. **Miami-Dade County Living Wage Affidavit**
(Section 2-8.9 of the Code of Miami-Dade County)
 10. **Miami-Dade County Domestic Leave and Reporting Affidavit** (Article VIII, Sections 11A-60 - 11A-67 of the Code of Miami-Dade County)
 11. **Miami-Dade County Verification of Employment Eligibility (E-Verify) Affidavit**
(Section 448.095, of the Florida State Statutes)
 12. **Miami-Dade County Pay Parity Affidavit**
(Resolution No. R-1072-17)
 13. **Miami-Dade County Suspected Workers' Compensation Fraud Affidavit**
(Resolution No. R-919-18)
 14. **Office of the Inspector General**
(Section 2-1076 of the Code of Miami-Dade County)
 15. **Small Business Enterprises**
The County endeavors to obtain the participation of all small business enterprises pursuant to Sections 2-8.1.1.1.1, 2-8.1.1.1.2 and 2-8.2.2 of the Code of Miami-Dade County and Title 49 of the Code of Federal Regulations.
 16. **Antitrust Laws**
By acceptance of any contract, the Contractor agrees to comply with all antitrust laws of the United States and the State of Florida.
- B. Conflict of Interest and Code of Ethics
Sections 2-11.1 (c) and (d) of the Code require that any County official, agency/board member or employee, or any member of his or her immediate family who, through a firm, corporation, partnership or business entity, has a financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County, competing

or applying for a contract, must first obtain and submit a written conflict of interest opinion from the County's Ethics Commission prior to the official, agency/board member or employee, or his or her immediate family member entering into any contract or transacting any business with Miami-Dade County or any person or agency acting for Miami-Dade County. Any such contract or business transaction entered in violation of these subsections, as amended, shall be rendered voidable. All County officials, autonomous personnel, quasi-judicial personnel, advisory personnel, and employees wishing to do business with the County are hereby advised they must comply with the applicable provisions of Section 2-11.1 of the Conflict of Interest and Code of Ethics Ordinance.

SECTION 28 – ERRORS AND OMISSIONS

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 20 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 29 – AUTHORITY OF PROJECT MANAGER; COUNTY REGULATORY AUTHORITY

Project Manager Authority. The Project Manager is authorized to coordinate and communicate with Consultant to manage and supervise the performance of this Agreement. Consultant acknowledges that the Project Manager has no authority to make changes that would increase, decrease, or otherwise materially modify the Scope of Services except as expressly set forth in this Agreement or, to the extent expressly applicable, in the County Code. The Project Manager may approve in writing minor modifications to the Scope of Services that do not increase the total cost to County or waive any rights of County. Unless expressly stated otherwise in this Agreement or otherwise set forth in the Code, the Project Manager may exercise ministerial authority in connection with the day-to-day management of this Agreement provided that such instructions and determinations do not change the Scope of Services. The Project Manager may designate one or more County employees with authority pertaining to day- to-day Project management or activities. Consultant shall notify Project Manager in writing of Consultant's representative(s) to whom matters involving the Project shall be addressed.

Regulatory Capacity. Notwithstanding the fact that County is a political subdivision with certain regulatory authority, County's performance under this Agreement is as a Party to this Agreement and in the capacity as owner of the Project. If County exercises its regulatory authority, the exercise of such authority and the enforcement of Applicable Law shall

have occurred pursuant to County's regulatory authority as a governmental body separate and apart from this Agreement and shall not be attributable in any manner to County as a Party to this Agreement.

SECTION 30 – MISCELLANEOUS

A. Standard of Care. Notwithstanding any other provisions to the contrary, in the performance of its Services, Consultant shall exercise that degree of care and skill customarily exercised by other professionals performing similar services in the same locality and time. County recognizes that opinions relating to environmental, geologic, and geotechnical conditions are based on limited data and that actual conditions may vary from those encountered at the times and locations where the data are obtained, despite the use of due professional care. Consultant is not responsible for designing or advising on or otherwise taking measures to prevent or mitigate the effect of any act of terrorism or any action that may be taken in controlling, preventing, suppressing or in any way relating to an act of terrorism.

B. Responsibility for Others. Consultant shall be responsible to County for Consultant Services and the services of Consultant Subconsultants. Consultants shall not be responsible for the acts or omissions of other parties engaged by County nor for their construction means, methods, techniques, sequences, or procedures, or their health and safety precautions and programs.

D. Cost Estimates. Consultant's opinions of construction and materials costs estimates provided herein are to be made on the basis of Consultant's experience and qualifications and represent Consultant's best judgment as an experienced and qualified professional generally familiar with the industry. However, since Consultant has no control over the costs of labor, materials, equipment, or services furnished by others, or over any Consultant's methods of determining prices or over competitive bidding, or market conditions, Consultant cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from the opinions prepared by Consultant.

E. No Third-Party Rights. This Agreement shall not create any rights or benefits to parties other than County and Consultant.

F. Right of Entry. County grants to Consultant and, if the project site is not owned by County, warrants that permission has been granted for, a right of entry from time to time by Consultant, its employees, agents and Subconsultants, upon the project site for the purpose of providing the Services. County recognizes that the use of investigative equipment and practices may unavoidably alter the existing site conditions and affect the environment in the area being studied, despite the use of reasonable care.

SECTION 32 – ENTIRETY OF AGREEMENT; GOVERNING LAW AND VENUE

This writing and its attachments embody 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.

ATTEST:
CLERK

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

By: _____

By: _____
County Mayor

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

ATTEST RALPH PEREDA

CONSULTANT

By: *Dafroshevich*
Corporate Secretary

By: *J. Sewalt*
President or Designee
(Corporate Seal)



EXHIBIT A

Scope of CEI Services for Various DTPW Projects

Consultant shall perform its obligations as follows: Construction Administration and Management Services:

A. Construction Management

1. Act as County's representative and provide project inspection
2. Assist the County with constructability and technical plan reviews, and "Value Engineering" as necessary for plan revisions during construction.
3. Analyze construction project requirements in terms of personnel required for observation/inspection of workmanship, materials onsite, and construction progress to determine reasonable conformance with the design intent of the plans and specifications. Assign field personnel to perform services for the project, once awarded and obtain approval of assignment from County
4. Deliver material samples to County's designated lab provider. Provide coordination with County's designated lab, assignment of testing/inspection personnel, review invoices to verify accuracy and coordinate shop drawing/submittal reviews and approvals process. Review testing-lab report results for compliance with the contract and notify the Design-Builder and County of failures.
5. Inspect the project to verify general compliance with the design intent of the plan and specification requirements.
6. Prepare, distribute and file project correspondences.
7. Review the Design-Builder's CPM schedule and verify general compliance with the specifications associated with the project.
8. Maintain complete, accurate records of all activities and events relating to the project and properly document project changes.
9. Produce an independent estimate in order to review and recommend the Design-Builder's monthly, pre-final and final pay estimates for construction of the project.
10. Review and recommend payment or rejection of the Design-Builder's monthly pay estimates of work performed associated with the project.
11. Prepare monthly progress report of construction activities with outstanding issues outlined for review. Report will include time expended, cost of work in place, anticipated completion date and other information as requested by County. Monthly progress information associated with the project will be submitted to County for review and approval.
12. Review Design-Builder's request for additional compensation for extra work and submit findings and recommendations to County.
13. Review the Design-Builder's request for time extensions and submit findings and recommendations to County.
14. Assist in the preparation and issuance of construction change orders and supplemental agreements. Forward recommendations associated with time and costs to County for approval prior to implementation. Coordinate with County and County's design.

15. Preparation of plans and specifications associated with above change orders and supplemental agreements will not be included in the scope of services for this agreement.
16. Review, make recommendations and/or coordinate the response to the Design-Builder's requests for information ("RFI") and submittals. Coordinate with County and County Design.
17. Provide oversight review on review of Design-Builder's claims for additional compensation for extra work and submit findings and recommendations to County for hearings or litigation as required. Assist County in preparation and documentation of factual evidence.
18. Maintain files for correspondences, change orders, submittals and RFI's.
19. Assist County with public outreach efforts to include attending necessary public meetings and coordinating with stakeholders and other entities during construction.
20. Coordinate and host a CPM baseline schedule review meeting with the Design-Builder and County.
21. Participate in the pre-construction meeting to establish appropriate lines of communication and pre-construction requirements associated with the project with the contractor.
22. Coordinate and host weekly construction meetings to address the current status of the Design-Builder's work schedule, outstanding issues, submittals, shop drawings, and change orders.
23. Coordinate and host month-ending construction meeting as part of weekly progress meeting to determine schedule changes and facility adjustments required to maintain the Design-Builder's schedule for project completion.
24. Prepare and distribute meeting minutes from all hosted meetings
25. Review project for final acceptance and coordinate final review with County personnel. Coordinate outstanding issues with County personnel to verify resolutions prior to final acceptance.
26. Coordinate final documentation processing, in accordance with County and FDOT standards, and submit to staff upon completion of the project.
27. Assist the County in the Construction Engineering Inspection of Emergency Contracts when required.
28. Assist in the preparation and issuance of construction work orders.
29. Review plans and construction documents and prepare cost estimates.

B. Field Observation / Inspection

1. Maintain project daily documenting daily construction activities, weather conditions, time charges and contractor's resources as well as project specific information associated with the project. This daily will also incorporate contract items of observation and decisions associated with the construction of the project.
2. Observe and monitor the Contractor's operation and determine, in general, compliance with the construction plans and specifications on each item of work underway and confirm that specified material is incorporated into the work.
3. Confirm that the Design-Builder has obtained necessary permits.
4. Review Design-Builder's daily quantities of work completed.
5. Complete daily construction activity reports.
6. Notify County immediately in the event of an on-site accident.
7. Consultant will coordinate and perform all Quality Assurance / Verification construction field materials sampling and testing. Design-Builder to perform Quality Control Testing.

8. Coordinate utility adjustment activities, utility installation verification, monitoring, record management, reporting and as-built drawings.
9. Monitor the Design-Builder's traffic control plan for compliance with plans and specifications and provide recommendations to County, if needed.
10. Coordinate material-testing needs with the Design-Builder's schedule and schedule required tests with the County designated lab. Verify test frequencies adhere to sampling frequencies outlined in the specifications.
11. Review test reports for accuracy and maintain filing system for test reports and material compliance as required.
12. Prepare photographic project documentation to include individual activities and overall progress as well as impacts to the public.
13. Review Design-Builder's videos and photographs taken in accordance with the construction contract.
14. Attend construction, utility coordination and scheduling meetings.
15. Upon receipt of the Design-Builder's Request for Substantial Completion Inspection, conduct substantial completion inspection, prepare the project punch list of discrepancies for the various construction items and monitor the completion and acceptance of the items as required by the specifications. The "Certificate of Acceptance for Substantial Completion" will be recommended when the project meets minimum requirement for substantial completion in accordance with the contract requirements.
16. Coordinate with County's maintenance department for input on substantial completion inspection and project lunch list.
17. Ensure all closeout documentation is received from the Design-Builder, including but not limited to all guarantees, operating and maintenance manuals, releases of claims and certificate required and then deliver them to the County.
18. After satisfactory completion of the punch list, the Certificate of Final Acceptance and final payment will be recommended to the Design-Builder.

C. Additional Terms and Conditions

1. Consultant shall be represented by a registered professional engineer licensed to practice in the State of Florida at meetings of any official nature concerning the project, including but not limited to scope of meetings, review meetings, pre-bid meetings, and pre-construction meetings.
2. Consultant services must be performed with the same degree of care, skill and diligence as is ordinarily possessed and exercised by members of its same profession, currently practicing, under similar circumstances. No other warranty, express or implied, is included in this agreement or in any drawing, specification, report, opinion, or other instrument of service, in any form or media, produced in connection with the Services.
3. Consultant is responsible for:
 - A. Approve Design-Builders' construction means, methods, techniques, sequences, procedures, or safely precautions and programs
 - B. Notify the County of the failure of any contractor, subcontractor, vendor, or other project participant, not under contract to consultant, to fulfill contractual responsibilities to County or to comply with federal, or local laws, regulations and codes

- C. Procuring permits, certificates, and licenses required for any construction unless those procurement responsibilities are specifically assigned to the Design Builder.
 - D. Request Design Builder changes and/or modifies project plans or specifications upon County's approval.
4. Consultant's performance of the Services does not relieve the Design Builder of their duties and obligations to County either by contract or by law. Consultant shall not have control over or charge of acts or omissions of the Design Builder, or any of its or their subcontractors, agents, or employees, or any other persons performing portions of the construction work; and any designers shall remain solely responsible for their design and for any errors, deficiencies, or omissions contained in any drawings, specifications or other instruments of the designer's services.

ATTACHMENT A1
CONSULTANT SCHEDULE
RATES



	2024
	75%
Miami	
CEI Inspector	\$ 31.25 Hour
CEI Project Admin/CEI Project Engineer	\$ 64.50 Hour
Certified Bridge Inspector	\$ 41.20 Hour
State	
CEI Consultant Engineer	\$ 98.68 Hour
CEI Contract Support Specialist	\$ 42.25 Hour
CEI Engineer Intern	\$ 33.66 Hour
CEI Senior Engineer Intern	\$ 41.20 Hour
CEI Senior Inspector	\$ 38.10 Hour
CEI Senior Project Engineer	\$ 90.00 Hour
CEI Underwater Bridge Inspector	\$ 50.62 Hour

Multipliers:

Field/MDC Multiplier = 2.5
Home Office Multiplier = 2.9

EXHIBIT B

REIMBURSABLES FOR DIRECT NON-SALARY EXPENSES

INSURANCE REQUIREMENTS



INDEMNIFICATION AND INSURANCE

Contractor shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Contractor or its employees, agents, servants, partners principals or subcontractors. Contractor shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. Contractor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Contractor 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 Contractor shall furnish to the Department of Transportation and Public Works, 111 NW 1st Street, 14th Floor, 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 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, in an amount not less than \$1,000,000 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.

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**

SMALL BUSINESS ENTERPRISE (SBD GOALS)



Office of Small Business Development

Project Worksheet

Project/Contract Title: Professional Services Agreements (PSA) to Provide Construction, Engineering and Inspection services (CEI) for DTPW's Projects Received Date: 02/01/2024

Project/Contract No: E23TP03 Funding Source: Other

Department: Transportation & Public Works

Estimated Cost of Project/Bid: \$22,000,000.00

Description of Project/Bid: Professional Services Agreements (PSA) To Provide Construction, Engineering and Inspection services (CEI) for DTPW's Projects.

Contract Measures		
Measure	Program	Goal Percent
No Measure	SBE – A&E	

Reasons for Recommendation

Pursuant to 49 Code of Federal Regulations (CFR) Part 26 and Section 2.8.1 of the Code of Miami-Dade County, the Department of Transportation and Public Works (DTPW) Disadvantaged Business Enterprise Office recommends an overall race-neutral goal for each the four (4) non-exclusive Professional Services Agreements (PSA) for Construction, Engineering, and Inspection (CE&I) services.

Work Orders (WOs) generated under this agreement for the various PSA's will be assessed individually by DTPW's DBE Office for potential DBE Goals at the WO level. Any work order generated under this agreement without federal and/or state funding will be required to meet the Department's equity goal.

MDC-TCC 11 GENERAL STRUCTURAL ENGINEERING, MDC-TCC 12 GENERAL MECHANICAL ENGINEERING, MDC-TCC 13 GENERAL ELECTRICAL ENGINEERING, MDC-TCC 16 GENERAL CIVIL ENGINEERING, MDC-TCC 17 ENGINEERING CONSTRUCTION MANAGEMENT, MDC-TCC 26 CLAIMS ANALYSIS SERVICES, MDC-TCC 03-01 SITE DEVELOPMENT AND PARKING LOT DESIGN, MDC-TCC 10-01 STORMWATER DRAINAGE DESIGN ENGINEERING SERVICES, MDC-TCC 10-05 CONTAMINATION ASSESSMENT AND MONITORING, MDC-TCC 19-01 TRANSPORTATION PLANNING and MDC-TCC 19-02 MASS TRANSIT SYSTEMS

Living Wages: YES NO Highway: YES NO Heavy Construction: YES NO

Responsible Wages: YES NO Building: YES NO


SBD Director

3-19-24
Date

MIAMI-DADE COUNTY, FL
NON-EXCLUSIVE PROFESSIONAL SERVICES AGREEMENT
CONTRACT NO. 20230116
STRATEGIC PROCUREMENT DEPARTMENT (SPD) PROJECT NO. E23TP04

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MIAMI-DADE COUNTY, FL.
NON-EXCLUSIVE PROFESSIONAL SERVICES AGREEMENT (PSA)
CONTRACT NO. CI20230116
STRATEGIC PROCUREMENT DEPARTMENT (SPD) PROJECT NO. E23TP04

THIS NON-EXCLUSIVE PROFESSIONAL SERVICES AGREEMENT (the "Agreement") is made and entered into this ____ day of _____, 2024 (the "Effective Date") by and between Miami-Dade County, a political subdivision of the State of Florida, having its principal office at 111 NW 1st Street, Miami, FL 33128, hereinafter referred to as the "County", and **Ally Engineering Services, Inc.**, a Florida corporation/limited liability company authorized to do business in the State of Florida, having its principal office at hereinafter referred to as the "Consultant" (collectively, the "Parties", and each may individually be referred to as a "Party."

RECITALS:

- A. The County has met the requirements of Section 287.055, Florida Statutes, the Consultant's Competitive Negotiation Act, as amended, and has selected the Consultant to perform these professional services.
- B. [Add other recitals as applicable].

DEFINITIONS:

For purposes of this Agreement the following definitions will apply:

- A. **Applicable Laws** means all applicable federal, state and County laws, ordinances, resolutions, regulations, resolutions, Administrative and Implementing Orders.
- B. **Board** means the Miami-Dade County Board of County Commissioners.
- C. **Code and/or County Code** means the Miami-Dade County Code of Ordinances ("County Code").
- D. **Consultant** means the corporation, limited liability company, limited partnership or other business entity however incorporated who enters in go this Agreement with the County to provide professional services for the Project.
- E. **Contract Documents** as design plans, specifications, cost estimates, and permit applications. This PSA.
- F. **Contracting Officer** is the Director of the Department.
- G. **Contracting Officer's Representative (COR)** is the person designated by the Contracting Officer to act on his or her behalf in the administration of the contract within the limits of their respective authorization.
- H. **DBE** is Disadvantage Business Enterprise; program used for state and federally funded projects.
- I. **SBE** means the definition of a certified Small Business Enterprise as defined in the County Small Business Enterprise Architecture and Engineering Program as set forth in Section 2-10.4.01 of the County Code. The County endeavors to obtain the participation of Small Business Enterprises per the County Code Section cited above and Title 49 of the Code of Federal Regulations.
- J. **Days** means calendar days.
- K. **Director** means the Director (or their designee) of the County Department named in this Agreement who requires the professional services being provided by this Agreement.
- L. **Field Overhead Rate** is the overhead rate to use when field personnel or personnel on loan are performing duties in the field, outside of the home office of the consultant and/or subconsultant, and at County offices (which shall mean that they are under the direct supervision of the County and the County provides office space, computers, and communication equipment, for more than 30 consecutive days).
- M. **Mayor** means the Miami-Dade County Mayor (or Mayor's designee) who serves as the County's Chief Administrative Officer.
- N. **Order of Preference** means if there is a conflict among the provisions of this Agreement the order of preference is as follows: 1) This Agreement and its Exhibits; 2) Miami-Dade County's Notice to Professional Consultants (NTPC) No. **E23-DTPW04** and, any associated addenda issued; and 3) the Consultant's Proposal in response to the NTPC.

- O. **Project Manager** means the person designated to make day to day decisions on behalf of the County relative to the Project.
- P. **Project** means: The actual construction project where a task work order is assigned under this PSA to perform Construction Engineering and Inspection Services.
- Q. **Professional Services Agreement (PSA)** is an agreement to provide professional or management consulting services such as administration, designing, feasibility studies, or legal or technical advice.
- R. **Principal** is a design professional who oversees the firm's services in connection with a specific project. A principal ensures that the CONSULTANT performs the Services in a cost-effective and timely manner. This includes allocating and directing staff according to their disciplines, allocating resources needed for the project and ensuring that the CONSULTANT performs the Services in accordance with safety and organizational policies. Principal is often defined as (1) significant (>5%) owner, shareholder or partner of the firm, (2) a director or officer of the firm or (3) both.
- S. **Subconsultant** means an A&E firm which as a team member, has input for certain aspects of a Project, and who provides professional services under the discretion of a prime consultant/contractor. The term is synonymous with Subcontractor.
- T. **Work Order** means the written authorization to proceed with the Project, phase, or task, as issued by the Director, COR or Project Manager.

Additionally, all definitions set forth in the Consultants' Competitive Negotiation Act. Section 287.055, Florida Statutes, are deemed as being incorporated by reference in this Agreement.

WITNESSETH:

For and in consideration of the mutual agreements hereinafter contained, the County hereby retains the Consultant and the Consultants hereby covenants to provide the professional services prescribed herein in connection with the County Representation Services - Architectural/Engineering, Contract No. 20230116/Project No. E23-DTPW04, as more specifically described in SECTION 2 – PROFESSIONAL SERVICES of this Agreement for the Department of Transportation and Public Works (DTPW) of the County, hereinafter referred to as the "Project".

SECTION 1 – COUNTY OBLIGATIONS

The County agrees that the Miami-Dade County Department of Transportation and Public Works, hereinafter referred to as the "Department", shall furnish to the Consultants 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. County shall arrange for access to, and make all provisions for, Consultant to enter upon public and private property as required for Consultant to perform its Services. County shall review any itemized deliverables and documents required to be submitted by Consultant and respond in writing with any comments within the time(s) set forth.

The Director of the County DTPW, 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 or COR, if applicable, 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 written 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 or COR 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.

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 2 – PROFESSIONAL SERVICES

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

Consultant shall provide all professional services as set forth in Exhibit A, including all necessary, incidental, and related activities required for full and complete performance of this Agreement.

In connection with professional services to be rendered pursuant to this Agreement, the Consultant further agrees to provide complete architectural/engineering services including always maintain an adequate staff of qualified personnel on the Project to complete the scope in accordance with the terms specified in the applicable Work Order. All work done by Consultant prior to County approval, shall be at the Consultant's risk and expense. The Consultant warrants and represents that its personnel have the proper skill, training, background, knowledge, experience, rights, authorizations, integrity, character, certificates and licenses as necessary to perform the services in a competent and professional manner. The County has the right to approve 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. Before issuing a work order, 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 per 75th Percentile of FDOT Consultant Wage Rate Report dated 3/12/2024, under Attachment A1 (*schedule of rates*) to this Agreement and made a part hereof.

- A. Comply with all applicable federal, state, and County laws, regulations, codes, ordinances, resolutions, and administrative orders applicable to the work.
- B. Cooperate fully with the County in the scheduling and coordination of all phases of the work.
- C. Report the status of the work to the Director or COR upon request and hold pertinent data, calculations, field notes, records, sketches, and other products open to the inspection of the Director or COR at any time. The Consultant shall reference all correspondence and work with the Work Order Number.
- D. 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 County. Estimates, opinions of probable construction or implementation costs, financial evaluations, feasibility studies or economic analyses prepared by Consultant will represent its best judgment based on its experience and available information. The County recognizes that Consultant has no control over costs of labor, materials, equipment, or services furnished by others or over market conditions or contractors' methods of determining prices. Consultant does not guarantee that proposals, bids, or actual costs will not vary from opinions, evaluations or studies submitted by Consultant.
- E. 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.
- F. Prior to final approval of work by the Director or COR, the Consultant shall complete a preliminary check of any documents submitted for compliance with all government agencies having permitting authority over the Project as required.

- G. 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 10 – OWNERSHIP OF DOCUMENTS hereof such data or information is the property of the County.

SECTION 3 – TIME FOR COMPLETION

The services to be rendered by the Consultant for each section of the work shall commence upon receipt of a written Work Order from the Director or his designee after the execution of this Agreement and shall be completed within the time stated in the Work Order.

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 4 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.

This Agreement begins on the Effective Date and ends on Five (5) years, (1825 calendar days) after that date, subject to any renewals. Time periods shall commence from the date of the applicable Work Order. The County, at its sole discretion, may extend this Contract for One Hundred and Eighty-Three (183) Calendar days. No additional Work Orders will be issued past expiration date; however, work may continue on a work order of an expired PSA provided that the work order was issued in a timely manner and until funds are depleted or work order is expired whichever comes first.

SECTION 4 – FORCE MAJEURE

Force Majeure shall mean an acts of nature, 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 subconsultants/subcontractors, retained by Consultant, third-party consultants/contractors, material persons, 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 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 promptness.

It is further agreed that the right of any Party hereto to excuse its failure to perform by reason of Force Majeure is 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) 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 5 – COMPENSATION

The County agrees to pay, and the Consultant agrees to accept, for services rendered pursuant to this Agreement, fees and other compensation computed in accordance with one or a combination of the methods outlined below:

- A. Fee as a Multiple of Direct Salary Cost and Fixed Hourly Rate

The fee for services rendered by the Consultant's personnel, principals excluded, shall be computed based on the negotiated salaries as per 75th Percentile of FDOT Consultant Wage Rate Report dated 3/12/2024, for the time of said personnel engaged directly in the work, times negotiated multipliers of: 2.9 for Home Office personnel, 2.5 for Field personnel and, 2.5 Field Office personnel and/or personnel on loan for which the Department provides office space, computers and communication equipment (excluding cellular phones). Home Office personnel shall mean personnel

that are in the home offices of the Consultant and or Subconsultant(s). Field Office personnel/personnel on loan shall mean personnel that are performing duties in the field, outside of the home offices of the Consultant and or Subconsultant(s), and at County Offices a minimum of twenty four (24) hours per week (which shall mean that they are under the supervision of the County's Department and the Department provides office space, computers, and communication equipment, excluding cellular phones), for more than thirty (30) days.

Time worked by the Consultant and/or Subconsultants for this entire period shall be at the Field personnel/personnel on loan rate. This fee shall constitute full compensation to the Consultant for costs incurred in the performance of the work such as overhead, fringe benefits, operating margin and all other costs not covered by reimbursable expenses.

Furthermore, the maximum direct salary, per classification, for the Consultant and Subconsultants are set forth in Attachment A1. Rate to be adjusted every year in accordance with Miami Dade County Cost of Living Adjustment (COLA) for non-unionized members.

The Consultant and its Subconsultants shall be compensated at the flat rate as reported to the Internal Revenue Service (I.R.S.), per hour for the time of principals engaged directly in the work. This rate shall not be subject to the negotiated multiplier and shall be applied to the time spent on requested work by the following principal(s).

PRIME CONSULTANT:

Ally Engineering Services, Inc. FEIN: 85-1542221 Mohamed Mabrouk, P.E

SUBCONSULTANTS:

CHROME ENGINEERING, INC. FEIN: 83-1542073014 Oscar J. Cruz

GHD SERVICES, INC. FEIN: 16-1229774 Jesse David, P.E

The County reserves the right to substitute principals' in the subconsultants, at its sole discretion, upon request by the Consultant.

1. Overtime work considered necessary and previously authorized by the Director or COR in writing shall be compensated at time-and-a-half of the labor rate normally paid to the employee, for personnel below the level of project engineer or project architect, as defined by the Director. Overtime is defined as work for more than forty (40) hours per week. Principals shall not receive additional compensation for performance of overtime work.
2. Labor rates shall be in accordance with the list of rates per classification supplied by the Consultant and its Subconsultants and made a part hereof as Attachment A1. Labor rates of Consultant and its Subconsultants included in Attachment A1 are subject to review and adjustment. In no event under any emergency conditions shall rates exceed the rates listed under Attachment A1.
3. The Consultant and its Subconsultants 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, computer software/hardware, reproduction of drawings and/or specifications, mailing, stenographic, clerical, nor shall it invoice for other employee time or travel and substance not directly related to the work. The multiple factors set forth above shall cover all such costs for the work.

A. All payments to Subconsultants employed hereunder shall be the sole responsibility of the Consultant unless otherwise provided in this Agreement or within a Work Order. The Consultant shall not submit invoices, which include charges for services by Subconsultants, unless such services have been performed satisfactorily and the charges are, in the opinion of the Consultant, payable to such Subconsultants. The Consultant shall promptly make all payments to such Subconsultants 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 COR, furnish to the County a copy of the Agreement(s) providing for such payments. Compensation rate to Subconsultant(s) authorized by the Director or COR as services shall not exceed the Consultant's rates in this Agreement.

B. Lump Sum Fee

The fee for any requested portion of work may, at the option of the County, be a lump sum mutually agreed upon by the Director or COR and the Consultant and stated in the written Work Order. Lump sum fees may or may not include reimbursable expenses. Lump Sum Compensation. For Services identified in Exhibit A as payable on a "Lump Sum" basis, compensation to Consultant shall be not more than a total lump sum of \$ N/A.

C. Reimbursable Expenses

The Consultant shall be compensated on a direct reimbursement basis for certain work-related expenditures not covered by fees for consulting services, provided such expenditures are reasonable and previously authorized by the Director or COR. Reimbursable expenses may include:

1. Expenses for document reproduction (reproduction costs for internal coordination, reviews and other in-house uses will not be reimbursed), rental of specialized equipment, and purchase of special instruments necessary for the efficient performance of the work. Provided that such purchased instruments remain the property of the County upon work completion. These expenses shall be reimbursed on a direct cost basis. No separate additional payment shall be authorized for the use of CADD workstations (computers).
2. Expenses for travel (except commuting), transportation and subsistence by Consultant's personnel in the furtherance of the work outside Miami-Dade County will be reimbursed according to the provisions of Florida Statutes Section 112.061 and Miami-Dade County Administrative Order (A.O.) 6-1. The Consultant shall obtain prior written authorization from the Director or COR, for all travel expenses. Failure to obtain such prior authorization shall be grounds for nonpayment of travel expenses. To be compensated for travel within Miami-Dade County, the Consultant shall maintain accurate mileage records, in ink, and submit them with their invoices.

D. Maximum Compensation/Additional Services

The maximum compensation for the services included shall be the NOT TO EXCEED amount of \$ N/A so long as the performance of additional services, as outlined in SECTION 6 hereof, is not necessary and authorized by the Director or designee. It is understood that any unspent portion of the contract ceiling is to remain with the County. Salary costs for Consultant and Subconsultants as shown in Attachment A1, are the maximum billing rates, which are provisional, subject to audit of actual costs, and if the audit discloses that the actual costs are less than the costs set forth on Attachment A1 for Consultant or any Subconsultant, Consultant shall reimburse County based upon the actual costs determined by the audit. County may withhold the amount Consultant is required to reimburse County from any payment due to the Consultant.

E. Surveying and Geotechnical Services

The Consultant shall be compensated based on the fixed rates based on the most recent negotiated rates for the performance of all geotechnical, land and engineering field survey work required.

1. Land and Engineering Field Survey

In the event supplementary field survey work is required during the performance of work under this contract and such work is authorized by the COR, the Consultant shall be compensated for performance of said work in accordance with the provisions of Section 5(A) hereof. The surveying rates shall not exceed the rates negotiated under this Agreement.

2. Geotechnical Engineering

In the event supplementary geotechnical engineering work is required during the performance of work under this contract and such work is authorized by the COR, the

Consultant shall be compensated for performance of said work in accordance with the provisions of Section 5(A) hereof. The geotechnical engineering rates shall not exceed the rates negotiated under this Agreement.

E. Compensation for Other Services (If applicable)

The County shall compensate other services or goods provided by the Consultant and others working in conjunction with the Consultant as stipulated in Exhibit A.

F. County Discretion to Negotiate

Notwithstanding and prevailing over any other provision of this section, the County reserves the right in its sole discretion, through the Director or COR, to negotiate fees and rates with Consultant, mutually acceptable to County and Consultant, that are less than those set forth under Attachment A1; and for particular projects, including but not limited to lower multiplier and hourly rates.

SECTION 6 – ADDITIONAL SERVICES (ALLOWANCE ACCOUNT)

In the event that a contingency necessitates the performance of additional services by the Consultant after the maximum compensation limit of the Agreement has been encumbered, the Director or COR 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. It is agreed that any unspent portion of the allowance account is to remain with the County.

SECTION 7 – METHODS OF PAYMENT

The County agrees to make monthly payments to the Consultant, based on properly submitted invoices, for all authorized work performed during the previous calendar month or other mutually agreed invoicing period. The Consultant agrees to submit invoices within thirty (30) days from the completion of the executed work and to provide with every invoice copy of any records necessary to substantiate payment requests to the County such as timesheets, detailing the task where the time has been spent, monthly progress reports and hours/cost expenditure reports, in a format acceptable to the County. Invoices received more than ninety (90) days from the completion of the executed work may be subject to an applicable audit fee, which audit fee represents a reasonable estimate (not a penalty) of the cost of labor expended by the County staff to review the overdue invoice, and/or the invoice may be rejected by the Director or COR. The Consultant shall submit certified invoices, either digital or hard copies, to the Director or COR in a form acceptable to the Director or COR. Each invoice shall refer to the Work Order which authorized the services performed and/or expenses incurred. The number of invoices submitted shall be comprised of the amounts due for all services performed including timesheets and/or reimbursable expenses incurred to date in connection with authorized work, less previous payments.

Pursuant to Administrative Order (A.O.) 3-32 Small Business Enterprise (SBE) Program, Implementing Order (I.O.) 3-41 Small Business Enterprise (SBE) Program and/or Implementing Order (I.O.) 3-39 Standard Process for Construction of Capital Improvements, Acquisition of Professional Services, Construction Contracting, Change Orders and Reporting, the Consultant is required to file utilization reports with the County contracting department monthly, unless designated otherwise.

The Consultant shall report via the Business Management Workforce System (BMWS) all Subconsultants' agreements entered into listing award amounts or percentage for this Agreement. Additionally, the Consultant shall report all payments made to each Subconsultant participating on the project and verification of payments received must be confirmed by the Subconsultants via BMWS. For additional information regarding online BMWS registration, managing County contracts, and to track compliance with SBE program measures, please contact Small Business Development, at (305) 375-3111 or via email at SBDmail@miamidade.gov

Payments shall be made in accordance with the following methods, as identified in the Work Order:

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

The amounts due for professional services and/or reimbursable expenses shall be calculated in accordance with SECTIONS 5(A) and 5(C) hereof, respectively. Invoiced reimbursable expenses must be substantiated with copies of receipts and other documentation as necessary.

B. Lump Sum Fee

The amount due of invoices submitted shall be calculated by applying the percentage of the total work completed to date to the authorized lump sum and subtracting any previous payments.

SECTION 8 – SCHEDULE OF WORK

The Director or designee 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 or COR 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 9 – RIGHT OF DECISIONS AND DISPUTE RESOLUTION

- A. The Contractor hereby acknowledges that the Project Manager will determine in the first instance all questions of any nature whatsoever arising out of, under, or in connection with, or in any way related to or on account of, this Agreement including without limitations: questions as to the value, acceptability and fitness of the services; questions as to either Party's fulfillment of its obligations under the Contract; negligence, fraud or misrepresentation before or subsequent to acceptance of the Consultant's Proposal; questions as to the interpretation of the Scope of Services; and claims for damages, compensation and losses.
- B. The Consultant shall be bound by all determinations or orders and shall promptly comply with every order of the Project Manager, including the withdrawal or modification of any previous order and regardless of whether the Contractor agrees with the Project Manager's determination or order. Where orders are given orally, they will be issued in writing by the Project Manager as soon thereafter as is practicable.
- C. The Consultant must, in the final instance, seek to resolve every difference concerning the Agreement with the Project Manager. In the event that the Consultant and the Project Manager are unable to resolve their difference, the Consultant may initiate a dispute in accordance with the procedures set forth in this Section. **Exhaustion of these procedures shall be a condition precedent to any lawsuit permitted hereunder.**
- D. In the event of such dispute, the Parties authorize the County Mayor or designee, who may not be the Project Manager or anyone associated with this Project, acting personally, to decide all questions arising out of, under, or in connection with, or in any way related to or on account of the Agreement (including but not limited to claims in the nature of breach of contract, fraud or misrepresentation arising either before or subsequent to execution hereof) and the decision of each with respect to matters within the County Mayor's purview as set forth above shall be conclusive, final and binding on the Parties. Any such dispute shall be brought, if at all, before the County Mayor within ten (10) days of the occurrence, event or act out of which the dispute arises.
- E. The County Mayor may base this decision on such assistance as may be desirable, including advice of experts, but in any event shall base the decision on an independent and objective determination of whether Consultant's performance or any deliverable meets the requirements of this Agreement and any specifications with respect thereto set forth herein. The effect of any decision shall not be impaired or waived by any negotiations or settlements or offers made in connection with the dispute, whether or not the County Mayor participated therein, or by any prior decision of others, which prior decision shall be deemed subject to review, or by any termination or cancellation of the Agreement. All such disputes shall be submitted in writing by the Consultant to the County Mayor for a decision, together with all evidence and other pertinent information regarding such questions, in order that a fair and impartial decision may be made. Whenever the County Mayor is entitled to exercise discretion or judgement or to make a determination or form an opinion pursuant to the provisions of this Section, such action shall be fair and impartial when exercised or taken. The County Mayor, as appropriate, shall render a decision in writing and deliver a copy of the same to the Consultant. Except as such remedies may be limited or waived elsewhere in the Agreement, Contractor reserves the right to pursue any remedies available under law after exhausting the provisions of this Section.
- F. This Section will survive the termination or expiration of this Agreement.

SECTION 10 – OWNERSHIP OF DOCUMENTS

All notes, correspondence, documents, designs, drawings, cost estimates, renderings, calculations, specifications, models, photographs, reports, surveys, investigations, and 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. 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 they have 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 or other software format, in a version acceptable to the Department, produced by computer in files maintained in an electronic format acceptable by the County. When each individual section of work requested pursuant to this Agreement is completed and accepted, all the above data shall be delivered to the Director or COR. Nothing in this Section shall be deemed to exclude any document from Chapter 119 of the Florida Statutes.

SECTION 11 – 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 or COR shall not accept any reused data containing an excess or 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 and expense without legal liability to the Consultant.

SECTION 12 – NOTICES

Any notices, reports or other written communications from the Consultant shall be considered delivered, when delivered by certified mail to the address listed below, electronic media, or delivered in person to the Director or COR. Any notices, reports, or other communications from the County to the Consultant shall be considered delivered when delivered by certified mail to the Consultant at the last address listed below the County or delivered in person to said Consultant or the Consultant's authorized representative to the addresses listed below and shall be effective upon mailing or hand delivery (provided the contemporaneous email is also sent). Addresses may be changed by the applicable Party providing notice of such change in accordance with this Section.

FOR MIAMI-DADE COUNTY:

Attention: Alejandro Barrios, Assistant Director, Construction:

Phone: 305-375-2936

Email: alex.barrios@miamidade.gov

and

FOR CONSULTANT:

Attention: Mohamed Mabrouk

Phone: 305-528-2311

Email: mmabrouk@allyeng.com

SECTION 13 – ABANDONMENT

In the event the County abandons, cancels, or suspends the Project(s) or parts thereof, the Consultant shall be compensated for 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 based on the percentage of the total services which have been performed at the time 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 14 – 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 rights and remedies with respect to recovery of payments.

SECTION 15 – SUBCONTRACTING AND ASSIGNMENT

The Consultant shall not assign or transfer any portion of the work under this Agreement other than as expressly provided without the prior written consent of the Director or COR. When applicable and upon receipt of the written consent, 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, except pursuant to the purchase of all or substantially all of Consultant's assets or to any successor by way of merger, consolidation, or similar transaction, so long as Consultant obtains prior written consent of the Director or COR. Nothing contained in this Agreement shall create any contractual relationship between the County and the Subconsultant(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 Small Business Enterprise (SBE) program. The County has established a participation goal of One Hundred percent (100%) based on the total amount of compensation authorized under this Agreement.

The Consultant may, if they so desire and if approved by the Director or designee, employ Special Professional Consultants to assist in performing specialized portions of the work. Payment of such Special Professional Consultants employed at the option of the Consultant and subject to written approval by the Director or designee shall be the responsibility of the Consultant and shall not be cause for any increase in compensation to the Consultant for the performance of the work included in the Work Order.

A. Subconsultant(s)

The compensation for services rendered by the Subconsultant(s) shall be in accordance with this Section and SECTION 5 - COMPENSATION. The Subconsultant(s) authorized to perform professional services associated with this Agreement are listed Under Section 5 of this agreement.

In no case the maximum rate of compensation, per classification, including multiples of direct salary for services rendered by the Subconsultant(s) personnel, principals excluded, shall exceed the rate stipulated, per classification, under Attachment A1

All services provided by the Subconsultant(s) shall be pursuant to appropriate agreements between the Consultant and the Subconsultant(s) which shall contain provisions that preserve and protect the rights of the County under this Agreement, indemnify, and hold harmless the County.

Subconsultant(s) other than those listed above may not be utilized on the work unless their utilization has been approved in advance by the Director or COR in writing. The Director or COR reserves the right at any time to withdraw the approval of a Subconsultant, if they decide that the services performed by the Subconsultant, are not acceptable to the Director or COR.

SECTION 16 – CERTIFICATION

The Consultant certifies that no companies or persons, other than bona fide employees working solely for the Consultant or the Consultant's County approved Subconsultant(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 Subconsultant(s), to accomplish the work contemplated under the terms of this Agreement. For breach or violation of this Certification, the Director or COR shall have the right to cancel this Agreement without liability.

SECTION 17 – TERMINATION OF AGREEMENT: FOR CONVENIENCE

It is expressly understood and agreed that the Director or COR may terminate this Agreement, in total or in part, for convenience, without cause or penalty, by thirty (30) days prior written notification in writing from the Director or COR or by declining to issue Work Orders, as provided in SECTION 8; in which event the County's sole obligation to the Consultant shall be payment, in accordance with SECTION 5 – Compensation, for those units or sections of work previously authorized. Such payment shall be determined based on 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 18 – DURATION OF AGREEMENT (IF FIXED TERM OF YEARS AGREEMENT)

This Agreement shall remain in full force and effect for a period of Five (5) years effective term after its date of execution and upon issuance of Notice to Proceed, provided that the maximum compensation set forth in SECTION 5(D) is not reached by the completion of the 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 13, SECTION 16, SECTION 17, SECTION 19, SECTION 23, and SECTION 25 hereof. The performance of specifically and properly authorized services which may extend beyond the Agreement's effective term shall be compensated in accordance with SECTION 5 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 3 and 4, 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 Director, 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 19 – TERMINATION: DEFAULT

In the event the Consultant fails to materially comply with the provisions of this Agreement, inclusive of its Exhibits, which includes, without limitation any one or more of the following acts: Consultant has breached the Agreement and not sufficiently timely cured or failed to supply adequate professional personnel or resources or has failed to obtain County approval when required or has been dissolved by state law or otherwise ceased to do business, the Director may declare the Consultant in default by thirty (30) days prior written notification, unless Consultant commences correction of such material non-compliance within five (5) days of such written notification and diligently completes the correction within thirty (30) days thereafter, unless an extension of such thirty (30) day period is granted by the County. 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 there is litigation to enforce the provisions of the Agreement, or due to a breach of this Agreement, each Party shall bear their own attorney's fees.

SECTION 20 – INDEMNIFICATION AND INSURANCE

Consultant, in accordance with Section 725.06, Florida Statutes, shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant and other persons employed or utilized by the Consultant or its employees, agents, servants, partners principals or subcontractors, resulting from the performance of this Agreement. Consultant shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. Consultant expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the 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 Consultants 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 Subconsultants, the registered professionals (architects and/or Consultants) under this Agreement.

IN ACCORDANCE WITH SECTION 558.0035 OF THE FLORIDA STATUTES AND TO THE FULLEST EXTENT PERMITTED BY LAW, OWNER ACKNOWLEDGES AND AGREES THAT NO INDIVIDUAL EMPLOYEE OR AGENT OF PROFESSIONAL SHALL BE HELD INDIVIDUALLY LIABLE FOR DAMAGES RESULTING FROM NEGLIGENCE OCCURRING WITHIN THE SCOPE AND COURSE OF 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 Department, of Transportation and Public Works, Miami, FL, 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 Consultant as required by Florida Statute 440.
- B. Commercial General Liability in an amount not less than \$1,000,000 per occurrence, and \$2,000,000 in the aggregate. 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, in an amount not less than \$1,000,000 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.

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:

At the time of execution of this Agreement, 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.

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.

SECTION 21 – TRUTH-IN-NEGOTIATION CERTIFICATION OF WAGE RATES

Pursuant to IO 3-39 and Florida State Statute 287.055 5(a): For all lump sum costs or costs plus a fixed fee contract in which a fee will exceed one hundred ninety-five thousand dollars (\$195,000); 287.017, (F.S. - 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 5, 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 22 – APPLICABLE LAWS

The Consultant agrees to abide and be governed by all Applicable Laws. Applicable local laws and ordinances include but are not limited to the following, all as they may be amended from time to time:

- A. Conflict of Interest and Code of Ethics Ordinance, Section 2-11.1 of the County Code.
- B. The Consultant shall comply with County Code Sections 2-10.4.01 and 10-38 and Implementing Order No. 3-32; Small Business Enterprise (SBE-A/E) Program for the purchase of Architectural, Landscape Architectural, Engineering, or Surveying and Mapping Services.
- C. The Consultant shall comply with County Code Section 2-1076 – Office of Inspector General (IG).
- D. 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.
- E. The Consultant shall comply with the procedures contained in the FALSE CLAIMS County 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.
- F. The Consultant shall comply with the financial disclosure requirements of Section 2-11.1(i) of the County Code, 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.
- G. E-VERIFY - The attention of the Consultant is hereby directed to the requirements of the State of Florida Statute 448.095, "Employment eligibility". The Consultant hereby agrees to utilize the U.S. Department of Homeland Security's E-Verify 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.
- H. 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.
- I. SUSTAINABLE BUILDINGS PROGRAM Chapter 9, Article III, Sections 9-71 -9-75, County Code. (If applicable) - The primary method for determining compliance with the Sustainable Buildings Program shall be the U. S. Green Building Council's Leadership in Energy and Environmental Design (LEED) Rating System and the Institute for Sustainable Infrastructure's Envision Rating System. All construction projects are required to meet the standards delineated in the County Code Section cited above. Compliance shall be determined by completing a formal certification process with the U.S. Green Building Council or the Institute for Sustainable Infrastructure, or as otherwise directed by the County's Sustainability Manager.
1. New Construction (NC): All new construction projects shall be required to attain "Silver" or higher level rating under the LEED-NC Rating System or the Envision Rating System, contingent on the particular category of construction.
 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 approved green building practices as are feasible from a practical and fiscal perspective; however, LEED and Envision certification will not be required.
- J. 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 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

(3) 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. The County reserves the right to retain a third party consultant to manage and administer the process of obtaining and monetizing the accelerated depreciation benefit derived from the Project and to designate the a third party 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 a third party consultant’s efforts to obtain and monetize any such benefits derived from the Project on behalf of the County.

K. PUBLIC RECORDS AND CONTRACTS FOR SERVICES PERFORMED ON BEHALF OF MIAMI-DADE COUNTY - The Contractor (in this Agreement – “the Consultant”) shall comply with the Public Records Laws of the State of Florida, including but not limited to:

(1) Keep and maintain public records required by the public agency to perform the service; (2) Upon request from the public agency’s custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law; (3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency; and (4) Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency’s custodian of public records, in a format that is compatible with the information technology systems of the public agency.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

miamidadecounty@govqa.us.

L. Prohibited Telecommunications Equipment. Consultant represents and certifies that Consultant and all Subconsultants do not use any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, as such terms are used in 48 CFR§§ 52.204-24 through 52.204-26. Consultant represents and

certifies that Consultant and all Subconsultants shall not provide or use such covered telecommunications equipment, system, or services for the duration of this Agreement.

M. TITLE VI - LIST OF PERTINENT NON-DISCRIMINATION ACTS AND AUTHORITIES: During the performance of this Contract, the Consultant, for itself, its assignees, and successors in interest (hereinafter referred to as the "Consultant") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- B. 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- C. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- D. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- E. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- F. Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- G. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- H. Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- I. The Federal Aviation Administration's Non-Discrimination Statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- K. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- L. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).
- M. Antitrust Laws. By acceptance of this Agreement Consultant agrees to comply with the antitrust laws of the United States and the State of Florida.

SECTION 23 – 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 Consultant under this contract will be assessed one quarter (1/4) of one percent (1%) 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 Consultant shall in stating it has agreed to this process and 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.

Upon ten (10) days written notice, the 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 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.

The 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 Consultant shall make available records relating to the work terminated until three (3) years after any resulting final termination settlement; and
2. The 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 Consultant, its officers, agents, employees, subcontractors/subconsultants and suppliers. The Consultant shall incorporate the provisions in this Section in all subcontracts and all other agreements executed by the 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 Consultant or third Parties.

Exception: The above application of one quarter (1/4) of one percent (1%) fee assessment shall not apply to the following contracts, including yet not limited to; a) small purchase orders as defined in Miami-Dade County Administrative Order (A.O.) 3-2; (b) federal, state and local government-funded grants; and (c) interlocal agreements. Notwithstanding the foregoing, the Trust may authorize the inclusion of the fee assessment of one-quarter (1/4) of one percent (1%) 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 The Consultant is hereby directed to the requirements of Administrative Order (A.O.) 3-20 and Resolution 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 Consultant and County in connection with this 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.

Upon ten (10) days written notice to the Consultant from an IPSIG, the 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 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 Consultant, its officers, agents, and employees. The Consultant shall incorporate the provisions in this Section in all subcontracts and all other agreements executed by the 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 Consultant or third Parties.

SECTION 24 – AFFIRMATIVE ACTION

The Consultant' is required to submit an Affirmative Action Plan pursuant to County Code Section 2-8.1.5, upon request by the County.

SECTION 25 – PROMPT PAYMENT TO SMALL BUSINESS SUBCONSULTANTS

The Consultant's attention is directed to County Code 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 of 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 26 – 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 County Code, the County may terminate the Agreement or require the termination or cancellation of the Subconsultant contract. In addition, a violation by a respondent or Subconsultant to the respondent, or failure to comply with the Implementing Order (I.O.) 3-39 may result in the imposition of one or more of the sanctions listed in the I.O.

SECTION 27 – SUPPLIER/VENDOR REGISTRATION/CONFLICT OF INTEREST

A. Supplier/Vendor Registration

The Consultant shall be a registered vendor with the County – Strategic Procurement Department, for the duration of this Agreement. In becoming a registered vendor with Miami-Dade County, the vendor's Federal Employer Identification Number (FEIN) must be provided, via submission of Form W-9 and 147c Letter, as required by the Internal Revenue Service (IRS). If no FEIN exists, the Social Security Number of the owner must be provided as the legal entity identifier. This number becomes Consultant's "County Vendor Number." To comply with Section 119.071(5) of the Florida Statutes relating to the collection of an individual's Social Security Number, be aware that the County requests the Social Security Number for the following purposes:

- **Identification of individual account records**
- **Payments to individual/Consultant for goods and services provided to Miami-Dade County**
- **Tax reporting purposes**

- **Provision of unique identifier in the vendor database used for searching and sorting departmental records.**

The Consultant confirms its commitment to comply with the following:

1. **Miami-Dade County Ownership Disclosure Affidavit**
(Section 2-8.1 of the Code of Miami-Dade County)
 2. **Miami-Dade County Employment Disclosure Affidavit** (Section 2.8.1(d)(2) of the Code of Miami-Dade County)
 3. **Miami-Dade County Employment Drug-free Workplace Certification**
(Section 2-8.1.2(b) of the Code of Miami-Dade County)
 4. **Miami-Dade County Disability and Nondiscrimination Affidavit**
(Section 2-8.1.5 of the Code of Miami-Dade County)
 5. **Miami-Dade County Debarment Disclosure Affidavit**
(Section 10.38 of the Code of Miami-Dade County)
 6. **Miami-Dade County Vendor Obligation to County Affidavit**
(Section 2-8.1 of the Code of Miami-Dade County)
 7. **Miami-Dade County Code of Business Ethics Affidavit**
(Article I, Section 2-8.1(i) of the Code of Miami-Dade County)
 8. **Miami-Dade County Family Leave Affidavit**
(Article V of Chapter 11 of the Code of Miami-Dade County)
 9. **Miami-Dade County Living Wage Affidavit**
(Section 2-8.9 of the Code of Miami-Dade County)
 10. **Miami-Dade County Domestic Leave and Reporting Affidavit** (Article VIII, Sections 11A-60 - 11A-67 of the Code of Miami-Dade County)
 11. **Miami-Dade County Verification of Employment Eligibility (E-Verify) Affidavit**
(Section 448.095, of the Florida State Statutes)
 12. **Miami-Dade County Pay Parity Affidavit**
(Resolution No. R-1072-17)
 13. **Miami-Dade County Suspected Workers' Compensation Fraud Affidavit**
(Resolution No. R-919-18)
 14. **Office of the Inspector General**
(Section 2-1076 of the Code of Miami-Dade County)
 15. **Small Business Enterprises**
The County endeavors to obtain the participation of all small business enterprises pursuant to Sections 2-8.1.1.1.1, 2-8.1.1.1.2 and 2-8.2.2 of the Code of Miami-Dade County and Title 49 of the Code of Federal Regulations.
 16. **Antitrust Laws**
By acceptance of any contract, the Contractor agrees to comply with all antitrust laws of the United States and the State of Florida.
- B. **Conflict of Interest and Code of Ethics**
Sections 2-11.1 (c) and (d) of the Code require that any County official, agency/board member or employee, or any member of his or her immediate family who, through a firm, corporation, partnership or business entity, has a financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County, competing or applying for a contract, must first obtain and submit a written conflict of interest opinion from the County's Ethics Commission prior to the official, agency/board member or employee, or his or her immediate family member entering into any contract or transacting any business with Miami-Dade County or any person or agency acting for Miami-Dade County. Any such contract or business transaction entered in violation of these subsections, as amended, shall be rendered voidable. All County officials, autonomous personnel, quasi-judicial personnel, advisory personnel, and

employees wishing to do business with the County are hereby advised they must comply with the applicable provisions of Section 2-11.1 of the Conflict of Interest and Code of Ethics Ordinance.

SECTION 28 – ERRORS AND OMISSIONS

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 20 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 29 – AUTHORITY OF PROJECT MANAGER; COUNTY REGULATORY AUTHORITY

Project Manager Authority. The Project Manager is authorized to coordinate and communicate with Consultant to manage and supervise the performance of this Agreement. Consultant acknowledges that the Project Manager has no authority to make changes that would increase, decrease, or otherwise materially modify the Scope of Services except as expressly set forth in this Agreement or, to the extent expressly applicable, in the County Code. The Project Manager may approve in writing minor modifications to the Scope of Services that do not increase the total cost to County or waive any rights of County. Unless expressly stated otherwise in this Agreement or otherwise set forth in the Code, the Project Manager may exercise ministerial authority in connection with the day-to-day management of this Agreement provided that such instructions and determinations do not change the Scope of Services. The Project Manager may designate one or more County employees with authority pertaining to day- to-day Project management or activities. Consultant shall notify Project Manager in writing of Consultant's representative(s) to whom matters involving the Project shall be addressed.

Regulatory Capacity. Notwithstanding the fact that County is a political subdivision with certain regulatory authority, County's performance under this Agreement is as a Party to this Agreement and in the capacity as owner of the Project. If County exercises its regulatory authority, the exercise of such authority and the enforcement of Applicable Law shall have occurred pursuant to County's regulatory authority as a governmental body separate and apart from this Agreement and shall not be attributable in any manner to County as a Party to this Agreement.

SECTION 30 – MISCELLANEOUS

A. Standard of Care. Notwithstanding any other provisions to the contrary, in the performance of its Services, Consultant shall exercise that degree of care and skill customarily exercised by other professionals performing similar services in the same locality and time. County recognizes that opinions relating to environmental, geologic, and geotechnical conditions are based on limited data and that actual conditions may vary from those encountered at the times and locations where the data are obtained, despite the use of due professional care. Consultant is not responsible for designing or advising on or otherwise taking measures to prevent or mitigate the effect of any act of terrorism or any action that may be taken in controlling, preventing, suppressing or in any way relating to an act of terrorism.

B. Responsibility for Others. Consultant shall be responsible to County for Consultant Services and the services of Consultant Subconsultants. Consultants shall not be responsible for the acts or omissions of other parties engaged by County nor for their construction means, methods, techniques, sequences, or procedures, or their health and safety precautions and programs.

D. Cost Estimates. Consultant's opinions of construction and materials costs estimates provided herein are to be made on the basis of Consultant's experience and qualifications and represent Consultant's best judgment as an experienced and qualified professional generally familiar with the industry. However, since Consultant has no control over the costs of labor, materials, equipment, or services furnished by others, or over any Consultant's methods of determining prices or over competitive bidding, or market conditions, Consultant cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from the opinions prepared by Consultant.

E. No Third-Party Rights. This Agreement shall not create any rights or benefits to parties other than County and Consultant.

F. Right of Entry. County grants to Consultant and, if the project site is not owned by County, warrants that permission has been granted for, a right of entry from time to time by Consultant, its employees, agents and Subconsultants, upon the project site for the purpose of providing the Services. County recognizes that the use of investigative equipment and practices may unavoidably alter the existing site conditions and affect the environment in the area being studied, despite the use of reasonable care.

SECTION 32 – ENTIRETY OF AGREEMENT; GOVERNING LAW AND VENUE

This writing and its attachments embody 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.

ATTEST:
CLERK

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

By: _____

By: _____
County Mayor

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

ATTEST Seba Ahmed

By: Seba Ahmed
Corporate Secretary

CONSULTANT
By: [Signature]
President or Designee
(Corporate Seal)

EXHIBIT A

Scope of CEI Services for Various DTPW Projects

Consultant shall perform its obligations as follows: Construction Administration and Management Services:

A. Construction Management

1. Act as County's representative and provide project inspection
2. Assist the County with constructability and technical plan reviews, and "Value Engineering" as necessary for plan revisions during construction.
3. Analyze construction project requirements in terms of personnel required for observation/inspection of workmanship, materials onsite, and construction progress to determine reasonable conformance with the design intent of the plans and specifications. Assign field personnel to perform services for the project, once awarded and obtain approval of assignment from County
4. Deliver material samples to County's designated lab provider. Provide coordination with County's designated lab, assignment of testing/inspection personnel, review invoices to verify accuracy and coordinate shop drawing/submittal reviews and approvals process. Review testing-lab report results for compliance with the contract and notify the Design-Builder and County of failures.
5. Inspect the project to verify general compliance with the design intent of the plan and specification requirements.
6. Prepare, distribute and file project correspondences.
7. Review the Design-Builder's CPM schedule and verify general compliance with the specifications associated with the project.
8. Maintain complete, accurate records of all activities and events relating to the project and properly document project changes.
9. Produce an independent estimate in order to review and recommend the Design-Builder's monthly, pre-final and final pay estimates for construction of the project.
10. Review and recommend payment or rejection of the Design-Builder's monthly pay estimates of work performed associated with the project.
11. Prepare monthly progress report of construction activities with outstanding issues outlined for review. Report will include time expended, cost of work in place, anticipated completion date and other information as requested by County. Monthly progress information associated with the project will be submitted to County for review and approval.
12. Review Design-Builder's request for additional compensation for extra work and submit findings and recommendations to County.
13. Review the Design-Builder's request for time extensions and submit findings and recommendations to County.
14. Assist in the preparation and issuance of construction change orders and supplemental agreements. Forward recommendations associated with time and costs to County for approval prior to implementation. Coordinate with County and County's design.

15. Preparation of plans and specifications associated with above change orders and supplemental agreements will not be included in the scope of services for this agreement.
16. Review, make recommendations and/or coordinate the response to the Design-Builder's requests for information ("RFI") and submittals. Coordinate with County and County Design.
17. Provide oversight review on review of Design-Builder's claims for additional compensation for extra work and submit findings and recommendations to County for hearings or litigation as required. Assist County in preparation and documentation of factual evidence.
18. Maintain files for correspondences, change orders, submittals and RFI's.
19. Assist County with public outreach efforts to include attending necessary public meetings and coordinating with stakeholders and other entities during construction.
20. Coordinate and host a CPM baseline schedule review meeting with the Design-Builder and County.
21. Participate in the pre-construction meeting to establish appropriate lines of communication and pre-construction requirements associated with the project with the contractor.
22. Coordinate and host weekly construction meetings to address the current status of the Design-Builder's work schedule, outstanding issues, submittals, shop drawings, and change orders.
23. Coordinate and host month-ending construction meeting as part of weekly progress meeting to determine schedule changes and facility adjustments required to maintain the Design-Builder's schedule for project completion.
24. Prepare and distribute meeting minutes from all hosted meetings
25. Review project for final acceptance and coordinate final review with County personnel. Coordinate outstanding issues with County personnel to verify resolutions prior to final acceptance.
26. Coordinate final documentation processing, in accordance with County and FDOT standards, and submit to staff upon completion of the project.
27. Assist the County in the Construction Engineering Inspection of Emergency Contracts when required.
28. Assist in the preparation and issuance of construction work orders.
29. Review plans and construction documents and prepare cost estimates.

B. Field Observation / Inspection

1. Maintain project daily documenting daily construction activities, weather conditions, time charges and contractor's resources as well as project specific information associated with the project. This daily will also incorporate contract items of observation and decisions associated with the construction of the project.
2. Observe and monitor the Contractor's operation and determine, in general, compliance with the construction plans and specifications on each item of work underway and confirm that specified material is incorporated into the work.
3. Confirm that the Design-Builder has obtained necessary permits.
4. Review Design-Builder's daily quantities of work completed.
5. Complete daily construction activity reports.
6. Notify County immediately in the event of an on-site accident.
7. Consultant will coordinate and perform all Quality Assurance / Verification construction field materials sampling and testing. Design-Builder to perform Quality Control Testing.

8. Coordinate utility adjustment activities, utility installation verification, monitoring, record management, reporting and as-built drawings.
9. Monitor the Design-Builder's traffic control plan for compliance with plans and specifications and provide recommendations to County, if needed.
10. Coordinate material-testing needs with the Design-Builder's schedule and schedule required tests with the County designated lab. Verify test frequencies adhere to sampling frequencies outlined in the specifications.
11. Review test reports for accuracy and maintain filing system for test reports and material compliance as required.
12. Prepare photographic project documentation to include individual activities and overall progress as well as impacts to the public.
13. Review Design-Builder's videos and photographs taken in accordance with the construction contract.
14. Attend construction, utility coordination and scheduling meetings.
15. Upon receipt of the Design-Builder's Request for Substantial Completion Inspection, conduct substantial completion inspection, prepare the project punch list of discrepancies for the various construction items and monitor the completion and acceptance of the items as required by the specifications. The "Certificate of Acceptance for Substantial Completion" will be recommended when the project meets minimum requirement for substantial completion in accordance with the contract requirements.
16. Coordinate with County's maintenance department for input on substantial completion inspection and project lunch list.
17. Ensure all closeout documentation is received from the Design-Builder, including but not limited to all guarantees, operating and maintenance manuals, releases of claims and certificate required and then deliver them to the County.
18. After satisfactory completion of the punch list, the Certificate of Final Acceptance and final payment will be recommended to the Design-Builder.

C. Additional Terms and Conditions

1. Consultant shall be represented by a registered professional engineer licensed to practice in the State of Florida at meetings of any official nature concerning the project, including but not limited to scope of meetings, review meetings, pre-bid meetings, and pre-construction meetings.
2. Consultant services must be performed with the same degree of care, skill and diligence as is ordinarily possessed and exercised by members of its same profession, currently practicing, under similar circumstances. No other warranty, express or implied, is included in this agreement or in any drawing, specification, report, opinion, or other instrument of service, in any form or media, produced in connection with the Services.
3. Consultant is responsible for:
 - A. Approve Design-Builders' construction means, methods, techniques, sequences, procedures, or safely precautions and programs
 - B. Notify the County of the failure of any contractor, subcontractor, vendor, or other project participant, not under contract to consultant, to fulfill contractual responsibilities to County or to comply with federal, or local laws, regulations and codes

- C. Procuring permits, certificates, and licenses required for any construction unless those procurement responsibilities are specifically assigned to the Design Builder.
 - D. Request Design Builder changes and/or modifies project plans or specifications upon County's approval.
4. Consultant's performance of the Services does not relieve the Design Builder of their duties and obligations to County either by contract or by law. Consultant shall not have control over or charge of acts or omissions of the Design Builder, or any of its or their subcontractors, agents, or employees, or any other persons performing portions of the construction work; and any designers shall remain solely responsible for their design and for any errors, deficiencies, or omissions contained in any drawings, specifications or other instruments of the designer's services.

ATTACHMENT A1
CONSULTANT SCHEDULE
RATES



Your Reliable Engineering Partner

March 26th, 2024

Ana M. DaSilva, A/E Consultant Selection Coordinator
 Strategic Procurement Department
 111 NW 1 Street, Ste.1300, Miami FL 33128
 Email: ana.dasilva@miamidade.gov

**E23TP04- Construction Engineering and Inspection (CEI) Services for Various DTPW Projects
 RE: Ally Engineering Services Loaded Rates and Multiplier**

Dear Ms. DaSilva,

Based on our discussion during the first negotiations meeting for the above referenced CEI contract, please see below with the list for the classifications Ally and its subconsultants will be providing on this contract. The list below includes the negotiated rates based on the FDOT 75% Percentile direct rates and the negotiated multiplier as agreed in the meeting.

Company	Classification	Negotiated Direct Rate	Negotiated Multiplier	Negotiated Loaded Rate
Ally	CEI Assist Contract Support Spec	\$29.63	2.5	\$74.08
Ally	CEI Contract Support Specialist	\$40.00	2.5	\$100.00
Ally	CEI Inspector	\$31.25	2.5	\$78.13
Ally	CEI Inspector's Aide	\$21.83	2.5	\$54.58
Ally	CEI Landscape Inspector	\$29.00	2.5	\$72.50
Ally	CEI Project Admin/CEI Project Engineer	\$64.50	2.5	\$161.25
Ally	CEI Secretary/Clerk Typist	\$26.00	2.5	\$65.00
Ally	CEI Senior Inspector	\$37.01	2.5	\$92.53
Ally	CEI Senior Inspector- Bldg Struct.	\$49.67	2.5	\$124.18
Ally	CEI Senior ITS Inspector	\$44.42	2.5	\$111.05
Ally	CEI Senior Project Engineer	\$89.50	2.5	\$223.75
Ally	Certified Bridge Inspector	\$41.20	2.5	\$103.00
Ally	CEI Assist Proj Admin/Project Engineer	\$47.00	2.5	\$117.50
Ally	CEI Associate Res Compliance Specialist	\$25.50	2.5	\$63.75
Ally	CEI Bridge Paint/Repair Inspect(SSR/LA)	\$34.08	2.5	\$85.20
Ally	CEI Bridge Paint/Repair Proj Admin(SSR/LA)	\$57.09	2.5	\$142.73
Ally	CEI Bridge Paint/Repair Sen Inspect(SSR/LA)	\$38.93	2.5	\$97.33
Ally	CEI Project Admin/CEI Project Eng(CC2)	\$64.80	2.5	\$162.00
Ally	CEI Res Compliance Specialist	\$30.00	2.5	\$75.00
Ally	CEI Senior Inspector (CC2)	\$40.00	2.5	\$100.00
Ally	CEI Senior Landscape Inspector	\$44.46	2.5	\$111.15
Chrome	CEI Consultant Engineer	\$98.68	2.5	\$246.70
Chrome	CEI Systems Technician	\$50.00	2.5	\$125.00
GHD	CEI Project Admin/CEI Project Engineer	\$64.50	2.5	\$161.25
GHD	CEI Senior Project Engineer	\$89.50	2.5	\$223.75
GHD	CEI Underwater Bridge Inspector	\$50.62	2.5	\$126.55

If you have any questions, please don't hesitate to contact me.

Thank you and we look forward to working with the County on this Contract.

Sincerely,

Mohamed Mabrouk, P.E.
Senior Project Engineer

EXHIBIT B

REIMBURSABLES FOR DIRECT NON-SALARY EXPENSES

MIAMI-DADE COUNTY, FL
NON-EXCLUSIVE PROFESSIONAL SERVICES AGREEMENT
CONTRACT NO. 20230116
STRATEGIC PROCUREMENT DEPARTMENT (SPD) PROJECT NO. E23TP04

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EXHIBIT D - SMALL BUSINESS ENTERPRISE (SBE) GOALS

**MIAMI-DADE COUNTY, FL.
NON-EXCLUSIVE PROFESSIONAL SERVICES AGREEMENT (PSA)
CONTRACT NO. CI20230116
STRATEGIC PROCUREMENT DEPARTMENT (SPD) PROJECT NO. E23TP04**

THIS NON-EXCLUSIVE PROFESSIONAL SERVICES AGREEMENT (the "Agreement") is made and entered into this _____ day of _____, 2024 (the "Effective Date") by and between Miami-Dade County, a political subdivision of the State of Florida, having its principal office at 111 NW 1st Street, Miami, FL 33128, hereinafter referred to as the "County", and **HBC Engineering Company**, a Florida corporation/limited liability company authorized to do business in the State of Florida, having its principal office at hereinafter referred to as the "Consultant" (collectively, the "Parties", and each may individually be referred to as a "Party."

RECITALS:

- A. The County has met the requirements of Section 287.055, Florida Statutes, the Consultant's Competitive Negotiation Act, as amended, and has selected the Consultant to perform these professional services.
- B. [Add other recitals as applicable].

DEFINITIONS:

For purposes of this Agreement the following definitions will apply:

- A. **Applicable Laws** means all applicable federal, state and County laws, ordinances, resolutions, regulations, resolutions, Administrative and Implementing Orders.
- B. **Board** means the Miami-Dade County Board of County Commissioners.
- C. **Code and/or County Code** means the Miami-Dade County Code of Ordinances ("County Code").
- D. **Consultant** means the corporation, limited liability company, limited partnership or other business entity however incorporated who enters in go this Agreement with the County to provide professional services for the Project.
- E. **Contract Documents** as design plans, specifications, cost estimates, and permit applications. This PSA.
- F. **Contracting Officer** is the Director of the Department.
- G. **Contracting Officer's Representative (COR)** is the person designated by the Contracting Officer to act on his or her behalf in the administration of the contract within the limits of their respective authorization.
- H. **DBE** is Disadvantage Business Enterprise; program used for state and federally funded projects.
- I. **SBE** means the definition of a certified Small Business Enterprise as defined in the County Small Business Enterprise Architecture and Engineering Program as set forth in Section 2-10.4.01 of the County Code. The County endeavors to obtain the participation of Small Business Enterprises per the County Code Section cited above and Title 49 of the Code of Federal Regulations.
- J. **Days** means calendar days.
- K. **Director** means the Director (or their designee) of the County Department named in this Agreement who requires the professional services being provided by this Agreement.
- L. **Field Overhead Rate** is the overhead rate to use when field personnel or personnel on loan are performing duties in the field, outside of the home office of the consultant and/or subconsultant, and at County offices (which shall mean that they are under the direct supervision of the County and the County provides office space, computers, and communication equipment, for more than 30 consecutive days).
- M. **Mayor** means the Miami-Dade County Mayor (or Mayor's designee) who serves as the County's Chief Administrative Officer.
- N. **Order of Preference** means if there is a conflict among the provisions of this Agreement the order of preference is as follows: 1) This Agreement and its Exhibits; 2) Miami-Dade County's Notice to Professional Consultants (NTPC) No. **E23-DTPW04** and, any associated addenda issued; and 3) the Consultant's Proposal in response to the NTPC.

- O. **Project Manager** means the person designated to make day to day decisions on behalf of the County relative to the Project.
- P. **Project** means: The actual construction project where a task work order is assigned under this PSA to perform Construction Engineering and Inspection Services.
- Q. **Professional Services Agreement (PSA)** is an agreement to provide professional or management consulting services such as administration, designing, feasibility studies, or legal or technical advice.
- R. **Principal** is a design professional who oversees the firm's services in connection with a specific project. A principal ensures that the CONSULTANT performs the Services in a cost-effective and timely manner. This includes allocating and directing staff according to their disciplines, allocating resources needed for the project and ensuring that the CONSULTANT performs the Services in accordance with safety and organizational policies. Principal is often defined as (1) significant (>5%) owner, shareholder or partner of the firm, (2) a director or officer of the firm or (3) both.
- S. **Subconsultant** means an A&E firm which as a team member, has input for certain aspects of a Project, and who provides professional services under the discretion of a prime consultant/contractor. The term is synonymous with Subcontractor.
- T. **Work Order** means the written authorization to proceed with the Project, phase, or task, as issued by the Director, COR or Project Manager.

Additionally, all definitions set forth in the Consultants' Competitive Negotiation Act. Section 287.055, Florida Statutes, are deemed as being incorporated by reference in this Agreement.

WITNESSETH:

For and in consideration of the mutual agreements hereinafter contained, the County hereby retains the Consultant and the Consultants hereby covenants to provide the professional services prescribed herein in connection with the County Representation Services - Architectural/Engineering, Contract No. 20230116/Project No. E23-DTPW04, as more specifically described in SECTION 2 – PROFESSIONAL SERVICES of this Agreement for the Department of Transportation and Public Works (DTPW) of the County, hereinafter referred to as the "Project".

SECTION 1 – COUNTY OBLIGATIONS

The County agrees that the Miami-Dade County Department of Transportation and Public Works, hereinafter referred to as the "Department", shall furnish to the Consultants 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. County shall arrange for access to, and make all provisions for, Consultant to enter upon public and private property as required for Consultant to perform its Services. County shall review any itemized deliverables and documents required to be submitted by Consultant and respond in writing with any comments within the time(s) set forth.

The Director of the County DTPW, 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 or COR, if applicable, 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 written 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 or COR 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.

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 2 – PROFESSIONAL SERVICES

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

Consultant shall provide all professional services as set forth in Exhibit A, including all necessary, incidental, and related activities required for full and complete performance of this Agreement.

In connection with professional services to be rendered pursuant to this Agreement, the Consultant further agrees to provide complete architectural/engineering services including always maintain an adequate staff of qualified personnel on the Project to complete the scope in accordance with the terms specified in the applicable Work Order. All work done by Consultant prior to County approval, shall be at the Consultant's risk and expense. The Consultant warrants and represents that its personnel have the proper skill, training, background, knowledge, experience, rights, authorizations, integrity, character, certificates and licenses as necessary to perform the services in a competent and professional manner. The County has the right to approve 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. Before issuing a work order, 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 per 75th Percentile of FDOT Consultant Wage Rate Report dated 3/12/2024, under Attachment A1 (*schedule of rates*) to this Agreement and made a part hereof.

- A. Comply with all applicable federal, state, and County laws, regulations, codes, ordinances, resolutions, and administrative orders applicable to the work.
- B. Cooperate fully with the County in the scheduling and coordination of all phases of the work.
- C. Report the status of the work to the Director or COR upon request and hold pertinent data, calculations, field notes, records, sketches, and other products open to the inspection of the Director or COR at any time. The Consultant shall reference all correspondence and work with the Work Order Number.
- D. 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 County. Estimates, opinions of probable construction or implementation costs, financial evaluations, feasibility studies or economic analyses prepared by Consultant will represent its best judgment based on its experience and available information. The County recognizes that Consultant has no control over costs of labor, materials, equipment, or services furnished by others or over market conditions or contractors' methods of determining prices. Consultant does not guarantee that proposals, bids, or actual costs will not vary from opinions, evaluations or studies submitted by Consultant.
- E. 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.
- F. Prior to final approval of work by the Director or COR, the Consultant shall complete a preliminary check of any documents submitted for compliance with all government agencies having permitting authority over the Project as required.

- G. 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 10 – OWNERSHIP OF DOCUMENTS hereof such data or information is the property of the County.

SECTION 3 – TIME FOR COMPLETION

The services to be rendered by the Consultant for each section of the work shall commence upon receipt of a written Work Order from the Director or his designee after the execution of this Agreement and shall be completed within the time stated in the Work Order.

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 4 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.

This Agreement begins on the Effective Date and ends on Five (5) years, (1825 calendar days) after that date, subject to any renewals. Time periods shall commence from the date of the applicable Work Order. The County, at its sole discretion, may extend this Contract for One Hundred and Eighty-Three (183) Calendar days. No additional Work Orders will be issued past expiration date; however, work may continue on a work order of an expired PSA provided that the work order was issued in a timely manner and until funds are depleted or work order is expired whichever comes first.

SECTION 4 – FORCE MAJEURE

Force Majeure shall mean an acts of nature, 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 subconsultants/subcontractors, retained by Consultant, third-party consultants/contractors, material persons, 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 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 promptness.

It is further agreed that the right of any Party hereto to excuse its failure to perform by reason of Force Majeure is 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) 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 5 – COMPENSATION

The County agrees to pay, and the Consultant agrees to accept, for services rendered pursuant to this Agreement, fees and other compensation computed in accordance with one or a combination of the methods outlined below:

- A. Fee as a Multiple of Direct Salary Cost and Fixed Hourly Rate

The fee for services rendered by the Consultant's personnel, principals excluded, shall be computed based on the negotiated salaries as per 75th Percentile of FDOT Consultant Wage Rate Report dated 3/12/2024, for the time of said personnel engaged directly in the work, times negotiated multipliers of: 2.9 for Home Office personnel, 2.5 for Field personnel and, 2.5 Field Office personnel and/or personnel on loan for which the Department provides office space, computers and communication equipment (excluding cellular phones). Home Office personnel shall mean personnel

that are in the home offices of the Consultant and or Subconsultant(s). Field Office personnel/personnel on loan shall mean personnel that are performing duties in the field, outside of the home offices of the Consultant and or Subconsultant(s), and at County Offices a minimum of twenty four (24) hours per week (which shall mean that they are under the supervision of the County's Department and the Department provides office space, computers, and communication equipment, excluding cellular phones), for more than thirty (30) days.

Time worked by the Consultant and/or Subconsultants for this entire period shall be at the Field personnel/personnel on loan rate. This fee shall constitute full compensation to the Consultant for costs incurred in the performance of the work such as overhead, fringe benefits, operating margin and all other costs not covered by reimbursable expenses.

Furthermore, the maximum direct salary, per classification, for the Consultant and Subconsultants are set forth in Attachment A1. Rate to be adjusted every year in accordance with Miami Dade County Cost of Living Adjustment (COLA) for non-unionized members.

The Consultant and its Subconsultants shall be compensated at the flat rate as reported to the Internal Revenue Service (I.R.S.), per hour for the time of principals engaged directly in the work. This rate shall not be subject to the negotiated multiplier and shall be applied to the time spent on requested work by the following principal(s).

PRIME CONSULTANT:

HBC Engineering Company-	FEIN: 22-3636061	Adebayo Coker
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SUBCONSULTANTS:

Azimuth 360 Consulting Group, Inc.	FEIN: 27-3308888	Juan Morelos
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Botas Engineering, Inc.	FEIN: 65-0670569	Patricia M Botas
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Encobridge, Inc.	FEIN: 46-0880781	Joge Goyanes
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EV Services, Inc.	FEIN: 20-5779421	Esther Monzon-Aguirre
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Graef-USA Inc.	FEIN: 39-1083592	Nelson Ortiz
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H. Rodriguez Consulting Engineering, Inc-	FEIN: 46-5429104	Hector Rodriguez
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Program Controls, Inc.	FEIN: 04-3640855	Ashish Kumar
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The County reserves the right to substitute principals' in the subconsultants, at its sole discretion, upon request by the Consultant.

1. Overtime work considered necessary and previously authorized by the Director or COR in writing shall be compensated at time-and-a-half of the labor rate normally paid to the employee, for personnel below the level of project engineer or project architect, as defined by the Director. Overtime is defined as work for more than forty (40) hours per week. Principals shall not receive additional compensation for performance of overtime work.
2. Labor rates shall be in accordance with the list of rates per classification supplied by the Consultant and its Subconsultants and made a part hereof as Attachment A1. Labor rates of Consultant and its Subconsultants included in Attachment A1 are subject to review and adjustment. In no event under any emergency conditions shall rates exceed the rates listed under Attachment A1.
3. The Consultant and its Subconsultants 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, computer software/hardware, reproduction of drawings and/or specifications, mailing, stenographic, clerical, nor shall it invoice for other employee time or travel and substance not directly related to the work. The multiple factors set forth above shall cover all such costs for the work.

A. All payments to Subconsultants employed hereunder shall be the sole responsibility of the Consultant unless otherwise provided in this Agreement or within a Work Order. The Consultant shall not submit invoices, which include charges for services by Subconsultants, unless such services have been performed satisfactorily and the charges are, in the opinion of the Consultant, payable to such Subconsultants. The Consultant shall promptly make all payments to such Subconsultants 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 COR, furnish to the County a copy of the Agreement(s) providing for such payments. Compensation rate to Subconsultant(s) authorized by the Director or COR as services shall not exceed the Consultant's rates in this Agreement.

B. Lump Sum Fee

The fee for any requested portion of work may, at the option of the County, be a lump sum mutually agreed upon by the Director or COR and the Consultant and stated in the written Work Order. Lump sum fees may or may not include reimbursable expenses. Lump Sum Compensation. For Services identified in Exhibit A as payable on a "Lump Sum" basis, compensation to Consultant shall be not more than a total lump sum of \$__N/A__.

C. Reimbursable Expenses

The Consultant shall be compensated on a direct reimbursement basis for certain work-related expenditures not covered by fees for consulting services, provided such expenditures are reasonable and previously authorized by the Director or COR. Reimbursable expenses may include:

1. Expenses for document reproduction (reproduction costs for internal coordination, reviews and other in-house uses will not be reimbursed), rental of specialized equipment, and purchase of special instruments necessary for the efficient performance of the work. Provided that such purchased instruments remain the property of the County upon work completion. These expenses shall be reimbursed on a direct cost basis. No separate additional payment shall be authorized for the use of CADD workstations (computers).
2. Expenses for travel (except commuting), transportation and subsistence by Consultant's personnel in the furtherance of the work outside Miami-Dade County will be reimbursed according to the provisions of Florida Statutes Section 112.061 and Miami-Dade County Administrative Order (A.O.) 6-1. The Consultant shall obtain prior written authorization from the Director or COR, for all travel expenses. Failure to obtain such prior authorization shall be grounds for nonpayment of travel expenses. To be compensated for travel within Miami-Dade County, the Consultant shall maintain accurate mileage records, in ink, and submit them with their invoices.

D. Maximum Compensation/Additional Services

The maximum compensation for the services included shall be the NOT TO EXCEED amount of \$__N/A__ so long as the performance of additional services, as outlined in SECTION 6 hereof, is not necessary and authorized by the Director or designee. It is understood that any unspent portion of the contract ceiling is to remain with the County. Salary costs for Consultant and Subconsultants as shown in Attachment A1, are the maximum billing rates, which are provisional, subject to audit of actual costs, and if the audit discloses that the actual costs are less than the costs set forth on Attachment A1 for Consultant or any Subconsultant, Consultant shall reimburse County based upon the actual costs determined by the audit. County may withhold the amount Consultant is required to reimburse County from any payment due to the Consultant.

E. Surveying and Geotechnical Services

The Consultant shall be compensated based on the fixed rates based on the most recent negotiated rates for

the performance of all geotechnical, land and engineering field survey work required.

1. Land and Engineering Field Survey

In the event supplementary field survey work is required during the performance of work under this contract and such work is authorized by the COR, the Consultant shall be compensated for performance of said work in accordance with the provisions of Section 5(A) hereof. The surveying rates shall not exceed the rates negotiated under this Agreement.

2. Geotechnical Engineering

In the event supplementary geotechnical engineering work is required during the performance of work under this contract and such work is authorized by the COR, the Consultant shall be compensated for performance of said work in accordance with the provisions of Section 5(A) hereof. The geotechnical engineering rates shall not exceed the rates negotiated under this Agreement.

E. Compensation for Other Services (If applicable)

The County shall compensate other services or goods provided by the Consultant and others working in conjunction with the Consultant as stipulated in Exhibit A.

F. County Discretion to Negotiate

Notwithstanding and prevailing over any other provision of this section, the County reserves the right in its sole discretion, through the Director or COR, to negotiate fees and rates with Consultant, mutually acceptable to County and Consultant, that are less than those set forth under Attachment A1; and for particular projects, including but not limited to lower multiplier and hourly rates.

SECTION 6 – ADDITIONAL SERVICES (ALLOWANCE ACCOUNT)

In the event that a contingency necessitates the performance of additional services by the Consultant after the maximum compensation limit of the Agreement has been encumbered, the Director or COR 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. It is agreed that any unspent portion of the allowance account is to remain with the County.

SECTION 7 – METHODS OF PAYMENT

The County agrees to make monthly payments to the Consultant, based on properly submitted invoices, for all authorized work performed during the previous calendar month or other mutually agreed invoicing period. The Consultant agrees to submit invoices within thirty (30) days from the completion of the executed work and to provide with every invoice copy of any records necessary to substantiate payment requests to the County such as timesheets, detailing the task where the time has been spent, monthly progress reports and hours/cost expenditure reports, in a format acceptable to the County. Invoices received more than ninety (90) days from the completion of the executed work may be subject to an applicable audit fee, which audit fee represents a reasonable estimate (not a penalty) of the cost of labor expended by the County staff to review the overdue invoice, and/or the invoice may be rejected by the Director or COR. The Consultant shall submit certified invoices, either digital or hard copies, to the Director or COR in a form acceptable to the Director or COR. Each invoice shall refer to the Work Order which authorized the services performed and/or expenses incurred. The number of invoices submitted shall be comprised of the amounts due for all services performed including timesheets and/or reimbursable expenses incurred to date in connection with authorized work, less previous payments.

Pursuant to Administrative Order (A.O.) 3-32 Small Business Enterprise (SBE) Program, Implementing Order (I.O.) 3-41 Small Business Enterprise (SBE) Program and/or Implementing Order (I.O.) 3-39 Standard Process for Construction of Capital Improvements, Acquisition of Professional Services, Construction Contracting, Change Orders and Reporting, the Consultant is required to file utilization reports with the County contracting department monthly, unless designated otherwise.

The Consultant shall report via the Business Management Workforce System (BMWS) all Subconsultants' agreements entered into listing award amounts or percentage for this Agreement. Additionally, the Consultant shall

report all payments made to each Subconsultant participating on the project and verification of payments received must be confirmed by the Subconsultants via BMWS. For additional information regarding online BMWS registration, managing County contracts, and to track compliance with SBE program measures, please contact Small Business Development, at (305) 375-3111 or via email at SBDmail@miamidade.gov

Payments shall be made in accordance with the following methods, as identified in the Work Order:

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

The amounts due for professional services and/or reimbursable expenses shall be calculated in accordance with SECTIONS 5(A) and 5(C) hereof, respectively. Invoiced reimbursable expenses must be substantiated with copies of receipts and other documentation as necessary.

B. Lump Sum Fee

The amount due of invoices submitted shall be calculated by applying the percentage of the total work completed to date to the authorized lump sum and subtracting any previous payments.

SECTION 8 – SCHEDULE OF WORK

The Director or designee 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 or COR 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 9 – RIGHT OF DECISIONS AND DISPUTE RESOLUTION

- A. The Contractor hereby acknowledges that the Project Manager will determine in the first instance all questions of any nature whatsoever arising out of, under, or in connection with, or in any way related to or on account of, this Agreement including without limitations: questions as to the value, acceptability and fitness of the services; questions as to either Party's fulfillment of its obligations under the Contract; negligence, fraud or misrepresentation before or subsequent to acceptance of the Consultant's Proposal; questions as to the interpretation of the Scope of Services; and claims for damages, compensation and losses.
- B. The Consultant shall be bound by all determinations or orders and shall promptly comply with every order of the Project Manager, including the withdrawal or modification of any previous order and regardless of whether the Contractor agrees with the Project Manager's determination or order. Where orders are given orally, they will be issued in writing by the Project Manager as soon thereafter as is practicable.
- C. The Consultant must, in the final instance, seek to resolve every difference concerning the Agreement with the Project Manager. In the event that the Consultant and the Project Manager are unable to resolve their difference, the Consultant may initiate a dispute in accordance with the procedures set forth in this Section. **Exhaustion of these procedures shall be a condition precedent to any lawsuit permitted hereunder.**
- D. In the event of such dispute, the Parties authorize the County Mayor or designee, who may not be the Project Manager or anyone associated with this Project, acting personally, to decide all questions arising out of, under, or in connection with, or in any way related to or on account of the Agreement (including but not limited to claims in the nature of breach of contract, fraud or misrepresentation arising either before or subsequent to execution hereof) and the decision of each with respect to matters within the County Mayor's purview as set forth above shall be conclusive, final and binding on the Parties. Any such dispute shall be brought, if at all, before the County Mayor within ten (10) days of the occurrence, event or act out of which the dispute arises.
- E. The County Mayor may base this decision on such assistance as may be desirable, including advice of experts, but in any event shall base the decision on an independent and objective determination of whether Consultant's performance or any deliverable meets the requirements of this Agreement and any specifications with respect thereto set forth herein. The effect of any decision shall not be impaired or waived by any negotiations or settlements or offers made in connection with the dispute, whether or not the County Mayor participated therein, or by any prior decision of others, which prior decision shall be deemed subject to review, or by any termination or cancellation of the Agreement. All such disputes shall be submitted in writing by the Consultant to the County Mayor for a decision, together with all evidence and other pertinent information regarding such questions, in order that a fair and impartial decision may be made. Whenever the County

Mayor is entitled to exercise discretion or judgement or to make a determination or form an opinion pursuant to the provisions of this Section, such action shall be fair and impartial when exercised or taken. The County Mayor, as appropriate, shall render a decision in writing and deliver a copy of the same to the Consultant. Except as such remedies may be limited or waived elsewhere in the Agreement, Contractor reserves the right to pursue any remedies available under law after exhausting the provisions of this Section.

F. This Section will survive the termination or expiration of this Agreement.

SECTION 10 – OWNERSHIP OF DOCUMENTS

All notes, correspondence, documents, designs, drawings, cost estimates, renderings, calculations, specifications, models, photographs, reports, surveys, investigations, and 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. 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 they have 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 or other software format, in a version acceptable to the Department, produced by computer in files maintained in an electronic format acceptable by the County. When each individual section of work requested pursuant to this Agreement is completed and accepted, all the above data shall be delivered to the Director or COR. Nothing in this Section shall be deemed to exclude any document from Chapter 119 of the Florida Statutes.

SECTION 11 – 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 or COR shall not accept any reused data containing an excess or 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 and expense without legal liability to the Consultant.

SECTION 12 – NOTICES

Any notices, reports or other written communications from the Consultant shall be considered delivered, when delivered by certified mail to the address listed below, electronic media, or delivered in person to the Director or COR. Any notices, reports, or other communications from the County to the Consultant shall be considered delivered when delivered by certified mail to the Consultant at the last address listed below the County or delivered in person to said Consultant or the Consultant's authorized representative to the addresses listed below and shall be effective upon mailing or hand delivery (provided the contemporaneous email is also sent). Addresses may be changed by the applicable Party providing notice of such change in accordance with this Section.

FOR MIAMI-DADE COUNTY:

Attention: Alejandro Barrios, Assistant Director, Construction:

Phone: 305-375-2939

Email: alex.barrios@miamidade.gov

and

FOR CONSULTANT:

Attention: Adebayo Coker, P.E.

Phone: (305) 232-7932

Email: acoker@hbcengineeringco.com**SECTION 13 – ABANDONMENT**

In the event the County abandons, cancels, or suspends the Project(s) or parts thereof, the Consultant shall be compensated for 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 based on the percentage of the total services which have been performed at the time 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 14 – 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 rights and remedies with respect to recovery of payments.

SECTION 15 – SUBCONTRACTING AND ASSIGNMENT

The Consultant shall not assign or transfer any portion of the work under this Agreement other than as expressly provided without the prior written consent of the Director or COR. When applicable and upon receipt of the written consent, 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, except pursuant to the purchase of all or substantially all of Consultant's assets or to any successor by way of merger, consolidation, or similar transaction, so long as Consultant obtains prior written consent of the Director or COR. Nothing contained in this Agreement shall create any contractual relationship between the County and the Subconsultant(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 Small Business Enterprise (SBE) program. The County has established a participation goal of One Hundred percent (100%) based on the total amount of compensation authorized under this Agreement.

The Consultant may, if they so desire and if approved by the Director or designee, employ Special Professional Consultants to assist in performing specialized portions of the work. Payment of such Special Professional Consultants employed at the option of the Consultant and subject to written approval by the Director or designee shall be the responsibility of the Consultant and shall not be cause for any increase in compensation to the Consultant for the performance of the work included in the Work Order.

A. Subconsultant(s)

The compensation for services rendered by the Subconsultant(s) shall be in accordance with this Section and SECTION 5 - COMPENSATION. The Subconsultant(s) authorized to perform professional services associated with this Agreement are listed Under Section 5 of this agreement.

In no case the maximum rate of compensation, per classification, including multiples of direct salary for services rendered by the Subconsultant(s) personnel, principals excluded, shall exceed the rate stipulated, per classification, under Attachment A1

All services provided by the Subconsultant(s) shall be pursuant to appropriate agreements between the Consultant and the Subconsultant(s) which shall contain provisions that preserve and protect the rights of the County under this Agreement, indemnify, and hold harmless the County.

Subconsultant(s) other than those listed above may not be utilized on the work unless their utilization has been approved in advance by the Director or COR in writing. The Director or COR reserves the right at any time to withdraw the approval of a Subconsultant, if they decide that the services performed by the Subconsultant, are not acceptable to the Director or COR.

SECTION 16 – CERTIFICATION

The Consultant certifies that no companies or persons, other than bona fide employees working solely for the Consultant or the Consultant's County approved Subconsultant(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 Subconsultant(s), to accomplish the work contemplated under the terms of this Agreement. For breach or violation of this Certification, the Director or COR shall have the right to cancel this Agreement without liability.

SECTION 17 – TERMINATION OF AGREEMENT: FOR CONVENIENCE

It is expressly understood and agreed that the Director or COR may terminate this Agreement, in total or in part, for convenience, without cause or penalty, by thirty (30) days prior written notification in writing from the Director or COR or by declining to issue Work Orders, as provided in SECTION 8; in which event the County's sole obligation to the Consultant shall be payment, in accordance with SECTION 5 – Compensation, for those units or sections of work previously authorized. Such payment shall be determined based on 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 18 – DURATION OF AGREEMENT (IF FIXED TERM OF YEARS AGREEMENT)

This Agreement shall remain in full force and effect for a period of Five (5) years effective term after its date of execution and upon issuance of Notice to Proceed, provided that the maximum compensation set forth in SECTION 5(D) is not reached by the completion of the 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 13, SECTION 16, SECTION 17, SECTION 19, SECTION 23, and SECTION 25 hereof. The performance of specifically and properly authorized services which may extend beyond the Agreement's effective term shall be compensated in accordance with SECTION 5 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 3 and 4, 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 Director, 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 19 – TERMINATION: DEFAULT

In the event the Consultant fails to materially comply with the provisions of this Agreement, inclusive of its Exhibits, which includes, without limitation any one or more of the following acts: Consultant has breached the

Agreement and not sufficiently timely cured or failed to supply adequate professional personnel or resources or has failed to obtain County approval when required or has been dissolved by state law or otherwise ceased to do business, the Director may declare the Consultant in default by thirty (30) days prior written notification, unless Consultant commences correction of such material non-compliance within five (5) days of such written notification and diligently completes the correction within thirty (30) days thereafter, unless an extension of such thirty (30) day period is granted by the County. 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 there is litigation to enforce the provisions of the Agreement, or due to a breach of this Agreement, each Party shall bear their own attorney's fees.

SECTION 20 – INDEMNIFICATION AND INSURANCE

Consultant, in accordance with Section 725.06, Florida Statutes, shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant and other persons employed or utilized by the Consultant or its employees, agents, servants, partners principals or subcontractors, resulting from the performance of this Agreement. Consultant shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. Consultant expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the 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 Consultants 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 Subconsultants, the registered professionals (architects and/or Consultants) under this Agreement.

IN ACCORDANCE WITH SECTION 558.0035 OF THE FLORIDA STATUTES AND TO THE FULLEST EXTENT PERMITTED BY LAW, OWNER ACKNOWLEDGES AND AGREES THAT NO INDIVIDUAL EMPLOYEE OR AGENT OF PROFESSIONAL SHALL BE HELD INDIVIDUALLY LIABLE FOR DAMAGES RESULTING FROM NEGLIGENCE OCCURRING WITHIN THE SCOPE AND COURSE OF 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 Department, of Transportation and Public Works, Miami, FL, 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 Consultant as required by Florida Statute 440.
- B. Commercial General Liability in an amount not less than \$1,000,000 per occurrence, and \$2,000,000 in the aggregate. 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, in an amount not less than \$1,000,000 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.

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:

At the time of execution of this Agreement, 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.

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.

SECTION 21 – TRUTH-IN-NEGOTIATION CERTIFICATION OF WAGE RATES

Pursuant to IO 3-39 and Florida State Statute 287.055 5(a): For all lump sum costs or costs plus a fixed fee contract in which a fee will exceed one hundred ninety-five thousand dollars (\$195,000); 287.017, (F.S. - 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 5, 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 22 – APPLICABLE LAWS

The Consultant agrees to abide and be governed by all Applicable Laws. Applicable local laws and ordinances include but are not limited to the following, all as they may be amended from time to time:

- A. Conflict of Interest and Code of Ethics Ordinance, Section 2-11.1 of the County Code.
- B. The Consultant shall comply with County Code Sections 2-10.4.01 and 10-38 and Implementing Order No. 3-32; Small Business Enterprise (SBE-A/E) Program for the purchase of Architectural, Landscape Architectural, Engineering, or Surveying and Mapping Services.
- C. The Consultant shall comply with County Code Section 2-1076 – Office of Inspector General (IG).
- D. 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.
- E. The Consultant shall comply with the procedures contained in the FALSE CLAIMS County 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.
- F. The Consultant shall comply with the financial disclosure requirements of Section 2-11.1(i) of the County Code, 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.
- G. E-VERIFY - The attention of the Consultant is hereby directed to the requirements of the State of Florida Statute 448.095, "Employment eligibility". The Consultant hereby agrees to utilize the U.S. Department of Homeland Security's E-Verify 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.
- H. 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.
- I. SUSTAINABLE BUILDINGS PROGRAM Chapter 9, Article III, Sections 9-71 -9-75, County Code. (If applicable) - The primary method for determining compliance with the Sustainable Buildings Program shall be the U. S. Green Building Council's Leadership in Energy and Environmental Design (LEED) Rating System and the Institute for Sustainable Infrastructure's Envision Rating System. All construction projects are required to meet the standards delineated in the County Code Section cited above.. Compliance shall be determined by completing a formal certification process with the U.S. Green Building Council or the Institute for Sustainable Infrastructure, or as otherwise directed by the County's Sustainability Manager.
 1. New Construction (NC): All new construction projects shall be required to attain "Silver" or higher level rating under the LEED-NC Rating System or the Envision Rating System, contingent on the particular category of construction.

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 approved green building practices as are feasible from a practical and fiscal perspective; however, LEED and Envision certification will not be required.
- J. 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 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 (3) 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. The County reserves the right to retain a third party consultant to manage and administer the process of obtaining and monetizing the accelerated depreciation benefit derived from the Project and to designate the a third party 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 a third party consultant’s efforts to obtain and monetize any such benefits derived from the Project on behalf of the County.
- K. PUBLIC RECORDS AND CONTRACTS FOR SERVICES PERFORMED ON BEHALF OF MIAMI-DADE COUNTY - The Contractor (in this Agreement – “the Consultant”) shall comply with the Public Records Laws of the State of Florida, including but not limited to:
- (1) Keep and maintain public records required by the public agency to perform the service;
 - (2) Upon request from the public agency’s custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law;
 - (3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency; and
 - (4) Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the

public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

miamidadecounty@govqa.us.

L. Prohibited Telecommunications Equipment. Consultant represents and certifies that Consultant and all Subconsultants do not use any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, as such terms are used in 48 CFR§§ 52.204-24 through 52.204-26. Consultant represents and certifies that Consultant and all Subconsultants shall not provide or use such covered telecommunications equipment, system, or services for the duration of this Agreement.

M. TITLE VI - LIST OF PERTINENT NON-DISCRIMINATION ACTS AND AUTHORITIES: During the performance of this Contract, the Consultant, for itself, its assignees, and successors in interest (hereinafter referred to as the "Consultant") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- B. 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- C. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- D. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- E. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- F. Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- G. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- H. Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- I. The Federal Aviation Administration's Non-Discrimination Statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

- J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- K. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- L. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).
- M. Antitrust Laws. By acceptance of this Agreement Consultant agrees to comply with the antitrust laws of the United States and the State of Florida.

SECTION 23 – 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 Consultant under this contract will be assessed one quarter (1/4) of one percent (1%) 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 Consultant shall in stating it has agreed to this process and 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.

Upon ten (10) days written notice, the 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 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.

The 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 Consultant shall make available records relating to the work terminated until three (3) years after any resulting final termination settlement; and
2. The 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 Consultant, its officers, agents, employees, subcontractors/subconsultants and suppliers. The Consultant shall incorporate the provisions in this Section in all subcontracts and all other agreements executed by the 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 Consultant or third Parties.

Exception: The above application of one quarter (1/4) of one percent (1%) fee assessment shall not apply to the following contracts, including yet not limited to; a) small purchase orders as defined in Miami-Dade County Administrative Order (A.O.) 3-2; (b) federal, state and local government-funded grants; and (c) interlocal agreements. Notwithstanding the foregoing, the Trust may authorize the inclusion of the fee assessment of one-quarter (1/4) of one percent (1%) 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 The Consultant is hereby directed to the requirements of Administrative Order (A.O.) 3-20 and Resolution 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 Consultant and County in connection with this 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.

Upon ten (10) days written notice to the Consultant from an IPSIG, the 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 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 Consultant, its officers, agents, and employees. The Consultant shall incorporate the provisions in this Section in all subcontracts and all other agreements executed by the 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 Consultant or third Parties.

SECTION 24 – AFFIRMATIVE ACTION

The Consultant' is required to submit an Affirmative Action Plan pursuant to County Code Section 2-8.1.5, upon request by the County.

SECTION 25 – PROMPT PAYMENT TO SMALL BUSINESS SUBCONSULTANTS

The Consultant's attention is directed to County Code 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 of 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 26 – 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 County Code, the County may terminate the Agreement or require the termination or cancellation of the Subconsultant contract. In addition, a violation by a respondent or

Subconsultant to the respondent, or failure to comply with the Implementing Order (I.O.) 3-39 may result in the imposition of one or more of the sanctions listed in the I.O.

SECTION 27 – SUPPLIER/VENDOR REGISTRATION/CONFLICT OF INTEREST

A. Supplier/Vendor Registration

The Consultant shall be a registered vendor with the County – Strategic Procurement Department, for the duration of this Agreement. In becoming a registered vendor with Miami-Dade County, the vendor's Federal Employer Identification Number (FEIN) must be provided, via submission of Form W-9 and 147c Letter, as required by the Internal Revenue Service (IRS). If no FEIN exists, the Social Security Number of the owner must be provided as the legal entity identifier. This number becomes Consultant's "County Vendor Number." To comply with Section 119.071(5) of the Florida Statutes relating to the collection of an individual's Social Security Number, be aware that the County requests the Social Security Number for the following purposes:

- Identification of individual account records
- Payments to individual/Consultant for goods and services provided to Miami-Dade County
- Tax reporting purposes
- Provision of unique identifier in the vendor database used for searching and sorting departmental records.

The Consultant confirms its commitment to comply with the following:

- | | |
|---|--|
| <p>1. Miami-Dade County Ownership Disclosure Affidavit
(Section 2-8.1 of the Code of Miami-Dade County)</p> | <p>(Article I, Section 2-8.1(i) of the Code of Miami-Dade County)</p> |
| <p>2. Miami-Dade County Employment Disclosure Affidavit (Section 2.8.1(d)(2) of the Code of Miami-Dade County)</p> | <p>8. Miami-Dade County Family Leave Affidavit
(Article V of Chapter 11 of the Code of Miami-Dade County)</p> |
| <p>3. Miami-Dade County Employment Drug-free Workplace Certification
(Section 2-8.1.2(b) of the Code of Miami-Dade County)</p> | <p>9. Miami-Dade County Living Wage Affidavit
(Section 2-8.9 of the Code of Miami-Dade County)</p> |
| <p>4. Miami-Dade County Disability and Nondiscrimination Affidavit
(Section 2-8.1.5 of the Code of Miami-Dade County)</p> | <p>10. Miami-Dade County Domestic Leave and Reporting Affidavit (Article VIII, Sections 11A-60 - 11A-67 of the Code of Miami-Dade County)</p> |
| <p>5. Miami-Dade County Debarment Disclosure Affidavit
(Section 10.38 of the Code of Miami-Dade County)</p> | <p>11. Miami-Dade County Verification of Employment Eligibility (E-Verify) Affidavit
(Section 448.095, of the Florida State Statutes)</p> |
| <p>6. Miami-Dade County Vendor Obligation to County Affidavit
(Section 2-8.1 of the Code of Miami-Dade County)</p> | <p>12. Miami-Dade County Pay Parity Affidavit
(Resolution No. R-1072-17)</p> |
| <p>7. Miami-Dade County Code of Business Ethics Affidavit</p> | <p>13. Miami-Dade County Suspected Workers' Compensation Fraud Affidavit
(Resolution No. R-919-18)</p> |
| | <p>14. Office of the Inspector General
(Section 2-1076 of the Code of Miami-Dade County)</p> |
| | <p>15. Small Business Enterprises</p> |

The County endeavors to obtain the participation of all small business enterprises pursuant to Sections 2-8.1.1.1.1, 2-8.1.1.1.2 and 2-8.2.2 of the Code of Miami-Dade County and Title 49 of the Code of Federal Regulations.

16. Antitrust Laws

By acceptance of any contract, the Contractor agrees to comply with all antitrust laws of the United States and the State of Florida.

B. Conflict of Interest and Code of Ethics

Sections 2-11.1 (c) and (d) of the Code require that any County official, agency/board member or employee, or any member of his or her immediate family who, through a firm, corporation, partnership or business entity, has a financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County, competing or applying for a contract, must first obtain and submit a written conflict of interest opinion from the County's Ethics Commission prior to the official, agency/board member or employee, or his or her immediate family member entering into any contract or transacting any business with Miami-Dade County or any person or agency acting for Miami-Dade County. Any such contract or business transaction entered in violation of these subsections, as amended, shall be rendered voidable. All County officials, autonomous personnel, quasi-judicial personnel, advisory personnel, and employees wishing to do business with the County are hereby advised they must comply with the applicable provisions of Section 2-11.1 of the Conflict of Interest and Code of Ethics Ordinance.

SECTION 28 – ERRORS AND OMISSIONS

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 20 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 29 – AUTHORITY OF PROJECT MANAGER; COUNTY REGULATORY AUTHORITY

Project Manager Authority. The Project Manager is authorized to coordinate and communicate with Consultant to manage and supervise the performance of this Agreement. Consultant acknowledges that the Project Manager has no authority to make changes that would increase, decrease, or otherwise materially modify the Scope of Services except as

expressly set forth in this Agreement or, to the extent expressly applicable, in the County Code. The Project Manager may approve in writing minor modifications to the Scope of Services that do not increase the total cost to County or waive any rights of County. Unless expressly stated otherwise in this Agreement or otherwise set forth in the Code, the Project Manager may exercise ministerial authority in connection with the day-to-day management of this Agreement provided that such instructions and determinations do not change the Scope of Services. The Project Manager may designate one or more County employees with authority pertaining to day- to-day Project management or activities. Consultant shall notify Project Manager in writing of Consultant's representative(s) to whom matters involving the Project shall be addressed.

Regulatory Capacity. Notwithstanding the fact that County is a political subdivision with certain regulatory authority, County's performance under this Agreement is as a Party to this Agreement and in the capacity as owner of the Project. If County exercises its regulatory authority, the exercise of such authority and the enforcement of Applicable Law shall have occurred pursuant to County's regulatory authority as a governmental body separate and apart from this Agreement and shall not be attributable in any manner to County as a Party to this Agreement.

SECTION 30 – MISCELLANEOUS

A. Standard of Care. Notwithstanding any other provisions to the contrary, in the performance of its Services, Consultant shall exercise that degree of care and skill customarily exercised by other professionals performing similar services in the same locality and time. County recognizes that opinions relating to environmental, geologic, and geotechnical conditions are based on limited data and that actual conditions may vary from those encountered at the times and locations where the data are obtained, despite the use of due professional care. Consultant is not responsible for designing or advising on or otherwise taking measures to prevent or mitigate the effect of any act of terrorism or any action that may be taken in controlling, preventing, suppressing or in any way relating to an act of terrorism.

B. Responsibility for Others. Consultant shall be responsible to County for Consultant Services and the services of Consultant Subconsultants. Consultants shall not be responsible for the acts or omissions of other parties engaged by County nor for their construction means, methods, techniques, sequences, or procedures, or their health and safety precautions and programs.

D. Cost Estimates. Consultant's opinions of construction and materials costs estimates provided herein are to be made on the basis of Consultant's experience and qualifications and represent Consultant's best judgment as an experienced and qualified professional generally familiar with the industry. However, since Consultant has no control over the costs of labor, materials, equipment, or services furnished by others, or over any Consultant's methods of determining prices or over competitive bidding, or market conditions, Consultant cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from the opinions prepared by Consultant.

E. No Third-Party Rights. This Agreement shall not create any rights or benefits to parties other than County and Consultant.

F. Right of Entry. County grants to Consultant and, if the project site is not owned by County, warrants that permission has been granted for, a right of entry from time to time by Consultant, its employees, agents and Subconsultants, upon the project site for the purpose of providing the Services. County recognizes that the use of investigative equipment and practices may unavoidably alter the existing site conditions and affect the environment in the area being studied, despite the use of reasonable care.

SECTION 32 – ENTIRETY OF AGREEMENT; GOVERNING LAW AND VENUE

This writing and its attachments embody 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.

ATTEST:

CLERK

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

By: _____

By: _____
County Mayor

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

ATTEST Adebayo Coker

CONSULTANT

By: 

Corporate Secretary

By: 

President or Designee
HBC Engineering Company
(Corporate Seal)



EXHIBIT A

Scope of CEI Services for Various DTPW Projects

Consultant shall perform its obligations as follows: Construction Administration and Management Services:

A. Construction Management

1. Act as County's representative and provide project inspection
2. Assist the County with constructability and technical plan reviews, and "Value Engineering" as necessary for plan revisions during construction.
3. Analyze construction project requirements in terms of personnel required for observation/inspection of workmanship, materials onsite, and construction progress to determine reasonable conformance with the design intent of the plans and specifications. Assign field personnel to perform services for the project, once awarded and obtain approval of assignment from County
4. Deliver material samples to County's designated lab provider. Provide coordination with County's designated lab, assignment of testing/inspection personnel, review invoices to verify accuracy and coordinate shop drawing/submittal reviews and approvals process. Review testing-lab report results for compliance with the contract and notify the Design-Builder and County of failures.
5. Inspect the project to verify general compliance with the design intent of the plan and specification requirements.
6. Prepare, distribute and file project correspondences.
7. Review the Design-Builder's CPM schedule and verify general compliance with the specifications associated with the project.
8. Maintain complete, accurate records of all activities and events relating to the project and properly document project changes.
9. Produce an independent estimate in order to review and recommend the Design-Builder's monthly, pre-final and final pay estimates for construction of the project.
10. Review and recommend payment or rejection of the Design-Builder's monthly pay estimates of work performed associated with the project.
11. Prepare monthly progress report of construction activities with outstanding issues outlined for review. Report will include time expended, cost of work in place, anticipated completion date and other information as requested by County. Monthly progress information associated with the project will be submitted to County for review and approval.
12. Review Design-Builder's request for additional compensation for extra work and submit findings and recommendations to County.
13. Review the Design-Builder's request for time extensions and submit findings and recommendations to County.
14. Assist in the preparation and issuance of construction change orders and supplemental agreements. Forward recommendations associated with time and costs to County for approval prior to implementation. Coordinate with County and County's design.

15. Preparation of plans and specifications associated with above change orders and supplemental agreements will not be included in the scope of services for this agreement.
16. Review, make recommendations and/or coordinate the response to the Design-Builder's requests for information ("RFI") and submittals. Coordinate with County and County Design.
17. Provide oversight review on review of Design-Builder's claims for additional compensation for extra work and submit findings and recommendations to County for hearings or litigation as required. Assist County in preparation and documentation of factual evidence.
18. Maintain files for correspondences, change orders, submittals and RFI's.
19. Assist County with public outreach efforts to include attending necessary public meetings and coordinating with stakeholders and other entities during construction.
20. Coordinate and host a CPM baseline schedule review meeting with the Design-Builder and County.
21. Participate in the pre-construction meeting to establish appropriate lines of communication and pre-construction requirements associated with the project with the contractor.
22. Coordinate and host weekly construction meetings to address the current status of the Design-Builder's work schedule, outstanding issues, submittals, shop drawings, and change orders.
23. Coordinate and host month-ending construction meeting as part of weekly progress meeting to determine schedule changes and facility adjustments required to maintain the Design-Builder's schedule for project completion.
24. Prepare and distribute meeting minutes from all hosted meetings
25. Review project for final acceptance and coordinate final review with County personnel. Coordinate outstanding issues with County personnel to verify resolutions prior to final acceptance.
26. Coordinate final documentation processing, in accordance with County and FDOT standards, and submit to staff upon completion of the project.
27. Assist the County in the Construction Engineering Inspection of Emergency Contracts when required.
28. Assist in the preparation and issuance of construction work orders.
29. Review plans and construction documents and prepare cost estimates.

B. Field Observation / Inspection

1. Maintain project daily documenting daily construction activities, weather conditions, time charges and contractor's resources as well as project specific information associated with the project. This daily will also incorporate contract items of observation and decisions associated with the construction of the project.
2. Observe and monitor the Contractor's operation and determine, in general, compliance with the construction plans and specifications on each item of work underway and confirm that specified material is incorporated into the work.
3. Confirm that the Design-Builder has obtained necessary permits.
4. Review Design-Builder's daily quantities of work completed.
5. Complete daily construction activity reports.
6. Notify County immediately in the event of an on-site accident.
7. Consultant will coordinate and perform all Quality Assurance / Verification construction field materials sampling and testing. Design-Builder to perform Quality Control Testing.

8. Coordinate utility adjustment activities, utility installation verification, monitoring, record management, reporting and as-built drawings.
9. Monitor the Design-Builder's traffic control plan for compliance with plans and specifications and provide recommendations to County, if needed.
10. Coordinate material-testing needs with the Design-Builder's schedule and schedule required tests with the County designated lab. Verify test frequencies adhere to sampling frequencies outlined in the specifications.
11. Review test reports for accuracy and maintain filing system for test reports and material compliance as required.
12. Prepare photographic project documentation to include individual activities and overall progress as well as impacts to the public.
13. Review Design-Builder's videos and photographs taken in accordance with the construction contract.
14. Attend construction, utility coordination and scheduling meetings.
15. Upon receipt of the Design-Builder's Request for Substantial Completion Inspection, conduct substantial completion inspection, prepare the project punch list of discrepancies for the various construction items and monitor the completion and acceptance of the items as required by the specifications. The "Certificate of Acceptance for Substantial Completion" will be recommended when the project meets minimum requirement for substantial completion in accordance with the contract requirements.
16. Coordinate with County's maintenance department for input on substantial completion inspection and project lunch list.
17. Ensure all closeout documentation is received from the Design-Builder, including but not limited to all guarantees, operating and maintenance manuals, releases of claims and certificate required and then deliver them to the County.
18. After satisfactory completion of the punch list, the Certificate of Final Acceptance and final payment will be recommended to the Design-Builder.

C. Additional Terms and Conditions

1. Consultant shall be represented by a registered professional engineer licensed to practice in the State of Florida at meetings of any official nature concerning the project, including but not limited to scope of meetings, review meetings, pre-bid meetings, and pre-construction meetings.
2. Consultant services must be performed with the same degree of care, skill and diligence as is ordinarily possessed and exercised by members of its same profession, currently practicing, under similar circumstances. No other warranty, express or implied, is included in this agreement or in any drawing, specification, report, opinion, or other instrument of service, in any form or media, produced in connection with the Services.
3. Consultant is responsible for:
 - A. Approve Design-Builders' construction means, methods, techniques, sequences, procedures, or safely precautions and programs
 - B. Notify the County of the failure of any contractor, subcontractor, vendor, or other project participant, not under contract to consultant, to fulfill contractual responsibilities to County or to comply with federal, or local laws, regulations and codes

- C. Procuring permits, certificates, and licenses required for any construction unless those procurement responsibilities are specifically assigned to the Design Builder.
 - D. Request Design Builder changes and/or modifies project plans or specifications upon County's approval.
4. Consultant's performance of the Services does not relieve the Design Builder of their duties and obligations to County either by contract or by law. Consultant shall not have control over or charge of acts or omissions of the Design Builder, or any of its or their subcontractors, agents, or employees, or any other persons performing portions of the construction work; and any designers shall remain solely responsible for their design and for any errors, deficiencies, or omissions contained in any drawings, specifications or other instruments of the designer's services.

ATTACHMENT A1
CONSULTANT SCHEDULE
RATES

Attachment A1 Billing Rates and Multiplier
E23TP04
HBC Engineering Company

Title	Rate			
	Miami	75%		
CEI Assist Contract Support Spec	\$ 29.63	Hour		
CEI Building Inspector/Electrical	\$ 40.00	Hour		
CEI Contract Support Specialist	\$ 40.00	Hour		
CEI Inspector	\$ 31.25	Hour		
CEI ITS Inspector	\$ 33.13	Hour		
CEI Landscape Inspector	\$ 29.00	Hour		
CEI Project Admin/CEI Project Engineer	\$ 64.50	Hour		
CEI Secretary/Clerk Typist	\$ 26.00	Hour		
CEI Senior Inspector	\$ 37.01	Hour		
CEI Senior Inspector- Bldg Struct.	\$ 49.67	Hour		
CEI Senior ITS Inspector	\$ 44.42	Hour		
CEI Senior Project Engineer	\$ 89.50	Hour		
CEI Systems Technician	\$ 50.00	Hour		
Certified Bridge Inspector	\$ 41.20	Hour		

State			
CEI Assist Proj Admin/Project Engineer	\$ 47.00	Hour	
CEI Assistant Underwater Bridge Inspector	\$ 24.00	Hour	
CEI Associate Res Compliance Specialist	\$ 25.50	Hour	
CEI Bridge Paint/Repair Inspect(SSR/LA)	\$ 34.08	Hour	
CEI Bridge Paint/Repair Proj Admin(SSR/LA)	\$ 57.09	Hour	
CEI Bridge Paint/Repair Sen Inspect(SSR/LA)	\$ 38.93	Hour	
CEI Building Inspector/Electrical	\$ 56.06	Hour	
CEI Communications Engineer	\$ 92.80	Hour	
CEI Consultant Engineer	\$ 98.68	Hour	
CEI Contract Support Specialist	\$ 42.25	Hour	
CEI Engineer Intern	\$ 33.66	Hour	
CEI Inspector	\$ 28.30	Hour	
CEI ITS Inspector	\$ 32.00	Hour	
CEI Landscape Inspector	\$ 32.55	Hour	
CEI Project Admin/CEI Project Eng(CC2)	\$ 64.80	Hour	
CEI Project Admin/CEI Project Engineer	\$ 62.34	Hour	
CEI Res Compliance Specialist	\$ 30.00	Hour	
CEI Scheduler	\$ 79.00	Hour	
CEI Secretary/Clerk Typist	\$ 26.00	Hour	
CEI Senior Engineer Intern	\$ 41.20	Hour	
CEI Senior Inspector	\$ 38.10	Hour	
CEI Senior Inspector (CC2)	\$ 40.00	Hours	
CEI Senior Inspector- Bldg Struct.	\$ 43.55	Hour	
CEI Senior ITS Inspector	\$ 40.76	Hour	
CEI Senior Landscape Inspector	\$ 44.46	Hour	
CEI Senior Project Engineer	\$ 90.00	Hour	
CEI Software Engineer	\$ 94.16	Hour	
CEI Survey Modeler	\$ 45.45	Hour	
CEI Systems Technician	\$ 50.00	Hour	
CEI Underwater Bridge Inspector	\$ 50.62	Hour	
Certified Bridge Inspector	\$ 39.95	Hour	

EXHIBIT B

REIMBURSABLES FOR DIRECT NON-SALARY EXPENSES

INSURANCE REQUIREMENTS



INDEMNIFICATION AND INSURANCE

Contractor shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Contractor or its employees, agents, servants, partners principals or subcontractors. Contractor shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. Contractor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Contractor 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 Contractor shall furnish to the Department of Transportation and Public Works, 111 NW 1st Street, 14th Floor, 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 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, in an amount not less than \$1,000,000 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.

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**

SMALL BUSINESS ENTERPRISE (SBD GOALS)



Office of Small Business Development

Project Worksheet

Project/Contract Title: Professional Services Agreements (PSA) to Provide Construction, Engineering and Inspection services (CEI) for DTPW's Projects Received Date: 02/01/2024

Project/Contract No: E23TP03 Funding Source: Other

Department: Transportation & Public Works

Estimated Cost of Project/Bid: \$22,000,000.00

Description of Project/Bid: Professional Services Agreements (PSA) To Provide Construction, Engineering and Inspection services (CEI) for DTPW's Projects.

Contract Measures		
<u>Measure</u>	<u>Program</u>	<u>Goal Percent</u>
No Measure	SBE – A&E	

Reasons for Recommendation

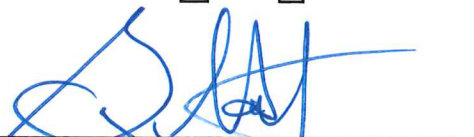
Pursuant to 49 Code of Federal Regulations (CFR) Part 26 and Section 2.8.1 of the Code of Miami-Dade County, the Department of Transportation and Public Works (DTPW) Disadvantaged Business Enterprise Office recommends an overall race-neutral goal for each the four (4) non-exclusive Professional Services Agreements (PSA) for Construction, Engineering, and Inspection (CE&I) services.

Work Orders (WOs) generated under this agreement for the various PSA's will be assessed individually by DTPW's DBE Office for potential DBE Goals at the WO level. Any work order generated under this agreement without federal and/or state funding will be required to meet the Department's equity goal.

MDC-TCC 11 GENERAL STRUCTURAL ENGINEERING, MDC-TCC 12 GENERAL MECHANICAL ENGINEERING, MDC-TCC 13 GENERAL ELECTRICAL ENGINEERING, MDC-TCC 16 GENERAL CIVIL ENGINEERING, MDC-TCC 17 ENGINEERING CONSTRUCTION MANAGEMENT, MDC-TCC 26 CLAIMS ANALYSIS SERVICES, MDC-TCC 03-01 SITE DEVELOPMENT AND PARKING LOT DESIGN, MDC-TCC 10-01 STORMWATER DRAINAGE DESIGN ENGINEERING SERVICES, MDC-TCC 10-05 CONTAMINATION ASSESSMENT AND MONITORING, MDC-TCC 19-01 TRANSPORTATION PLANNING and MDC-TCC 19-02 MASS TRANSIT SYSTEMS

Living Wages: YES NO Highway: YES NO Heavy Construction: YES NO

Responsible Wages: YES NO Building: YES NO



 SBD Director

3-19-24

 Date

INSURANCE REQUIREMENTS



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Living Wages: YES NO Highway: YES NO Heavy Construction: YES NO

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SBD Director

3-19-24
Date