

MEMORANDUM

Date: April 8, 2008

To: Honorable Chairman Bruno A. Barreiro
and Members, Board of County Commissioners

From: George W. Burgess
County Manager 

Subject: Contract Award Recommendation for Miami Metrozoo Improvements Project No: A06-PARK-01 GOB; Contract No: 592500-06-003-2, **Forbes Architects**

**Amended
Agenda Item No. 8M(3)c**

This item was amended at the April 8, 2008 Board of County Commissioners meeting, to delete the words stricken through and to add the words underlined in Attachment 7, Section 8.02.A.2.

Recommendation

This Recommendation for Award for PSA contract number 592500-06-003-2 between **John Forbes Inc., d/b/a Forbes Architects**, and Miami-Dade County has been prepared by the Park and Recreation Department and is recommended for approval.

Scope

PROJECT NAME: Miami Metrozoo Improvements

PROJECT NO: A06-PARK-01 GOB

CONTRACT NO: 592500-06-003-2

PROJECT DESCRIPTION: Design, permitting and construction administration services for Miami Metrozoo Improvements. The Interpretive Consultant firm is to provide full service project specific architectural and engineering services. The "Interpretive Consultants" services are required for design, permitting, and construction administration of Miami Metrozoo's (Zoo) new exhibits and other Zoo-wide improvements that include, but are not limited to:

The Florida Exhibit – Just beyond the entry plaza and guest welcome area, visitors will be immersed in a native Florida habitat representing a transect through the Everglades, to the pine rocklands and beyond to the coast. The proposed exhibits include native Florida birds, the Florida panther, Key deer, black bear, sea turtle, large exhibit pools along with a boat dock and monorail station. The Florida exhibit will celebrate the unique location of Miami Metrozoo and educate all visitors (resident and non-resident) about the special characteristics of this location.

Entrance Feature, Construction of Phase IV, and Zoo-wide Improvements - The project consists of a new entry feature, Phase IV construction, and other Zoo infrastructure and exhibit area enhancements.

PROJECT LOCATION: Miami Metrozoo, 12400 SW 152nd Street, Miami, FL 33177

PROJECT SITES:	<u>LOCATION</u>	<u>DIST</u>	<u>ESTIMATE</u>	<u>T-S-R</u>
	#70435- 12400 SW 152 ST 33177	9	\$1,579,447.29	55-35-39
	#70431- 12400 SW 152ND ST	9	\$3,986,798.25	55-25-39
	#70469- 12400 SW 152 ST 33177	9	<u>\$1,132,004.21</u>	55-35-39
		Total:	\$6,698,249.75	

PRIMARY COMMISSION DISTRICT: District 9 Dennis C. Moss

APPROVAL PATH: Board of County Commissioners

OCI A&E PROJECT NUMBER: A06-PARK-01 GOB

USING DEPARTMENT: Park and Recreation Department

MANAGING DEPARTMENT: Park and Recreation Department

Fiscal Impact / Funding Source

PTP FUNDING: No

GOB FUNDING: Yes

GOB PROJECTS:	<u>GOB PROJECT / DESCRIPTION</u>	<u>GOB ALLOCATION</u>
	46-GOB - Miami MetroZoo- Construction of Amazon and Beyond Project and Phase IV - Lakes and Australia Exhibit.	\$1,579,447.29
	47-GOB - Miami MetroZoo - Construction of Phase V - Florida Exhibit.	\$3,986,798.25
	48-GOB - Miami MetroZoo - Construction of Phase III - Zoo wide improvements and entry.	<u>\$1,132,004.21</u>
	Project Totals:	\$6,698,249.75

CAPITAL BUDGET PROJECTS:	<u>BUDGET PROJECT / DESCRIPTION</u>	<u>AWARD ESTIMATE</u>
	934160-MIAMI METROZOO - CARIBBEAN EXHIBIT - BUILDING BETTER COMMUNITIES BOND PROGRAM Book Page: 219 Funding Year: Adopted Capital Budget Book for FY 2007-08 from Future Years Funds (FY2014-15)	\$91,500.00
	934160-MIAMI METROZOO - CARIBBEAN EXHIBIT - BUILDING BETTER COMMUNITIES BOND PROGRAM Book Page: 219 Funding Year: Adopted Capital Budget Book for FY 2007-08 from Future Years Funds (FY2015-16)	\$1,148,500.00

934160-MIAMI METROZOO - CARIBBEAN EXHIBIT - BUILDING BETTER COMMUNITIES BOND PROGRAM Book Page: 219 Funding Year: Adopted Capital Budget Book for FY 2007-08 from Future Years Funds (FY2016-17)	\$339,447.29
933650-MIAMI METROZOO - FLORIDA EXHIBIT - BUILDING BETTER COMMUNITIES BOND PROGRAM Book Page: 219 Funding Year: Adopted Capital Budget Book for FY 2007-08 from FY 2007-08 Funds	\$564,000.00
933650-MIAMI METROZOO - FLORIDA EXHIBIT - BUILDING BETTER COMMUNITIES BOND PROGRAM Book Page: 219 Funding Year: Adopted Capital Budget Book for FY 2007-08 from FY 2008-09 Funds	\$802,500.00
933650-MIAMI METROZOO - FLORIDA EXHIBIT - BUILDING BETTER COMMUNITIES BOND PROGRAM Book Page: 219 Funding Year: Adopted Capital Budget Book for FY 2007-08 from FY 2009-10 Funds	\$232,500.00
933650-MIAMI METROZOO - FLORIDA EXHIBIT - BUILDING BETTER COMMUNITIES BOND PROGRAM Book Page: 219 Funding Year: Adopted Capital Budget Book for FY 2007-08 from FY 2010-11 Funds	\$2,387,798.25
936010-MIAMI METROZOO - IMPROVEMENTS AND ENTRY WAY - BUILDING BETTER COMMUNITIES BOND PROGRAM Book Page: 220 Funding Year: Adopted Capital Budget Book for FY 2007-08 from FY 2007-08 Funds	\$37,500.00
936010-MIAMI METROZOO - IMPROVEMENTS AND ENTRY WAY - BUILDING BETTER COMMUNITIES BOND PROGRAM Book Page: 220 Funding Year: Adopted Capital Budget Book for FY 2007-08 from FY 2008-09 Funds	\$566,500.00
936010-MIAMI METROZOO - IMPROVEMENTS AND ENTRY WAY - BUILDING BETTER COMMUNITIES BOND PROGRAM Book Page: 220 Funding Year: Adopted Capital Budget Book for FY 2007-08 from FY 2009-10 Funds	\$107,500.00
936010-MIAMI METROZOO - IMPROVEMENTS AND ENTRY WAY - BUILDING BETTER COMMUNITIES BOND PROGRAM Book Page: 220 Funding Year: Adopted Capital Budget Book for FY 2007-08 from FY 2010-11 Funds	<u>\$420,504.21</u>

Project Totals: \$6,698,249.75

**PROJECT TECHNICAL
 CERTIFICATION
 REQUIREMENTS:**

<u>TYPE</u>	<u>CODE</u>	<u>DESCRIPTION</u>
Prime	14.00	ARCHITECTURE
Other	10.01	ENVIRONMENTAL ENGINEERING - STORMWATER DRAINAGE DESIGN ENGINEERING SERVICES
Other	11.00	GENERAL STRUCTURAL ENGINEERING
Other	12.00	GENERAL MECHANICAL ENGINEERING
Other	13.00	GENERAL ELECTRICAL ENGINEERING
Other	15.01	SURVEYING AND MAPPING - LAND SURVEYING
Other	16.00	GENERAL CIVIL ENGINEERING
Other	18.00	ARCHITECTURAL CONSTRUCTION MANAGEMENT
Other	20.00	LANDSCAPE ARCHITECTURE

NTPC'S DOWNLOADED: 98

PROPOSALS RECEIVED: 6

CONTRACT PERIOD: 4,745 Days. The term of this agreement shall start upon execution by the parties hereto and extend for 4,745 days from the effective date of this agreement or until completion of the warranty period, whichever occurs first. This extended term is so that the contract coincides with the funding availability of the GOB schedule. It is important to note that architects will not be compensated unless they are working on a specific project. This professional services agreement is not for the design only; they also include the permitting, construction oversight, close-out and one-year warranty on all construction phases.

CONTINGENCY PERIOD: 474 Days.

**IG FEE INCLUDED IN
 BASE CONTRACT:** Yes

ART IN PUBLIC PLACES: Yes

BASE ESTIMATE: \$11,103,000.00 Two PSA contracts at \$5,551,500 each.

**BASE CONTRACT
 AMOUNT:** \$5,551,500.00 One PSA Contract to John Forbes Inc., d/b/a Forbes Architects

CONTINGENCY ALLOWANCE (SECTION 2-8.1 MIAMI DADE COUNTY CODE):	TYPE	PERCENT	AMOUNT	COMMENT
	PSA	10%	\$555,150.00	

ART IN PUBLIC PLACES:	\$91,599.75	1.50%
SPECIAL PROFESSIONAL SERVICES :	\$500,000.00	9.00% Special professional services are associated with the Outdoor Themed Park Attraction Development within the Richmond Naval Air Station (RNAS) area.
TOTAL DEDICATED ALLOWANCE:	\$591,599.75	
TOTAL AMOUNT:	\$6,698,249.75	

Track Record / Monitor

EXPLANATION

At the September 29, 2007 First-Tier meeting, the Selection Committee (Committee) deemed four of the six respondents responsive. Following the evaluation and ranking of the four respondents, URS Corporation (URS) was ranked number one and Forbes Architects (Forbes) was ranked number four. The Committee unanimously voted to invite all four firms to the October 30, 2007 Second-Tier meeting. Following the evaluation and ranking at the Second-Tier meeting, Forbes was ranked number one and URS was ranked number two. The Committee recommended both Forbes and URS for negotiations of a professional services agreement. The Negotiation Committee commenced and successfully concluded negotiations with both Forbes and URS on December 20, 2007.

Based upon the information contained with the Capital Improvements Information System, Forbes Architects has received one evaluation with a satisfactory rating of 3.0 points out of 4.0 points, an overall satisfactory performance. This contract will be monitored by the Department's Design Development Division.

SUBMITTAL DATE: 8/31/2007

ESTIMATED NOTICE TO PROCEED: 5/15/2008

PRIME CONSULTANT: John Forbes, Inc. d/b/a Forbes Architects

COMPANY PRINCIPAL: John R. Forbes

COMPANY QUALIFIERS: John R. Forbes

COMPANY EMAIL ADDRESS: jforbes@famiami.com

COMPANY STREET ADDRESS: 4565 Ponce de Leon Boulevard, Suite 100

**COMPANY CITY-STATE-
ZIP:** Coral Gables, FL 33146

YEARS IN BUSINESS: 22

**PREVIOUS CONTRACTS
WITH COUNTY IN THE
LAST FIVE YEARS:** The Department of Small Business Development's Firm History Report shows 4 contracts for a total of \$2,523,895 including change orders of \$50,000.

SUBCONSULTANTS: Ford Engineers, Inc.; Louis J. Aguirre & Associates, P.A.; Donnell, DuQuesne & Albasia, P.A.; Curtis-Rogers Design Studio, Inc.; EHDD Architecture; Lyons / Zaremba, Inc.; Weidner Surveying & Mapping, P.A. Rumsey Engineers, Inc.; MWH Americas, Inc.; ORCA Consulting, LLC; Oppenheim Lewis, Inc.

**MINIMUM
QUALIFICATIONS
EXCEED LEGAL
REQUIREMENTS:** No

REVIEW COMMITTEE: **MEETING DATE:** 10/25/2006 **SIGNOFF DATE:** 10/31/2006

RESPONSIBLE WAGES: No

REVIEW COMMITTEE ASSIGNED CONTRACT MEASURES:	MEASURE GOAL	COMMENT
	CBE 14.00%	
	CWF 0.00%	Not Applicable

**MANDATORY CLEARING
HOUSE:** No

**CONTRACT MANAGER
NAME/PHONE/EMAIL:** Michael Yaskin (305) 755-7816 MY1@miamidade.gov

**PROJECT MANAGER
NAME/PHONE/EMAIL:** Angel Trujillo 305-755-7972 ANGELT@miamidade.gov

Background

BACKGROUND: In 2004, the voters of Miami-Dade County approved the *Building Better Communities* General Obligation Bonds for Miami Metrozoo in the amount of \$87 million. Construction of the Amazon and Beyond exhibit is well underway; this contract award to John Forbes, Inc. d/b/a, Forbes Architects, is for design, permitting, and construction administration services for the Florida Exhibit, Caribbean Exhibit, Entrance Feature, and other zoo-wide improvements to be constructed in the coming years. The request to advertise for consultant selection for this award was approved by the Board under Resolution No. R-410-07.

BUDGET APPROVAL
FUNDS AVAILABLE:

Feb 201
[Signature]

[Signature]

OSBM DIRECTOR

2-8-08

DATE

APPROVED AS TO
LEGAL SUFFICIENCY:

[Signature]

COUNTY ATTORNEY

2-13-08

DATE

CAPITAL
IMPROVEMENTS
CONCURRENCE:

8/14/08
2/19/08

[Signature]

OCI DIRECTOR

2/19/08

DATE

[Signature]

ASSISTANT COUNTY
MANAGER

3/11/08

DATE

CLERK DATE:

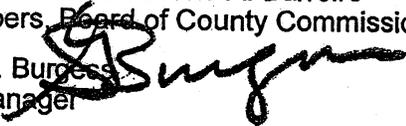
DATE

Memorandum



Date:

To: Honorable Chairman Bruno A. Barreiro
and Members, Board of County Commissioners

From: George M. Burgess
County Manager 

Subject: Delegation of Authority for Miami Metrozoo Improvements PSA Award to Forbes
Architects, A06-PARK-01 GOB, Contract Number 592500-06-003-2

The Board of County Commissioners delegate the Manager's Authority to execute, amend, and terminate the Professional Services Agreement Contract A06-PARK-01 GOB, Contract Number 592500-06-003-2, to Forbes Architects.

STRATEGIC AREA: Recreation and Culture
 DEPARTMENT: Park and Recreation

ATTACHMENT 1

***** FUNDED PROJECTS *****
 (dollars in thousands)

Metrozoo Improvements



MIAMI METROZOO - ADDITIONAL IMPROVEMENTS - BUILDING BETTER COMMUNITIES BOND PROGRAM
 DESCRIPTION: Construct additional improvements at Metrozoo

PROJECT # 932890

LOCATION: 12400 SW 152 St
 Unincorporated Miami-Dade County

ESTIMATED ANNUAL OPERATING IMPACT: \$100

DISTRICT LOCATED: 9
 DISTRICT(S) SERVED: Countywide

REVENUE SCHEDULE:	PRIOR	2007-08	2008-09	2009-10	2010-11	2011-12	2012-13	FUTURE	TOTAL
Building Better Communities GOB Program	6,066	5,458	1,404	72	0	0	0	0	13,000
TOTAL REVENUE:	6,066	5,458	1,404	72	0	0	0	0	13,000
EXPENDITURE SCHEDULE:	PRIOR	2007-08	2008-09	2009-10	2010-11	2011-12	2012-13	FUTURE	TOTAL
Planning and Design	150	0	0	0	0	0	0	0	150
Construction	5,916	5,458	1,404	72	0	0	0	0	12,850
TOTAL EXPENDITURES:	6,066	5,458	1,404	72	0	0	0	0	13,000



MIAMI METROZOO - CARIBBEAN EXHIBIT - BUILDING BETTER COMMUNITIES BOND PROGRAM
 DESCRIPTION: Construct Phase IV including the Caribbean Exhibit

PROJECT # 934160

LOCATION: 12400 SW 152 St
 Unincorporated Miami-Dade County

ESTIMATED ANNUAL OPERATING IMPACT: \$1,305

DISTRICT LOCATED: 9
 DISTRICT(S) SERVED: Countywide

REVENUE SCHEDULE:	PRIOR	2007-08	2008-09	2009-10	2010-11	2011-12	2012-13	FUTURE	TOTAL
Building Better Communities GOB Program	5,719	10,000	3,000	0	0	0	0	12,281	31,000
TOTAL REVENUE:	5,719	10,000	3,000	0	0	0	0	12,281	31,000
EXPENDITURE SCHEDULE:	PRIOR	2007-08	2008-09	2009-10	2010-11	2011-12	2012-13	FUTURE	TOTAL
Planning and Design	972	1,700	510	0	0	0	0	2,088	5,270
Construction	4,747	8,300	2,490	0	0	0	0	10,193	25,730
TOTAL EXPENDITURES:	5,719	10,000	3,000	0	0	0	0	12,281	31,000



MIAMI METROZOO - FLORIDA EXHIBIT - BUILDING BETTER COMMUNITIES BOND PROGRAM
 DESCRIPTION: Construct Phase V including the Florida Exhibit

PROJECT # 933650

LOCATION: 12400 SW 152 St
 Unincorporated Miami-Dade County

ESTIMATED ANNUAL OPERATING IMPACT: \$1,400

DISTRICT LOCATED: 9
 DISTRICT(S) SERVED: Countywide

REVENUE SCHEDULE:	PRIOR	2007-08	2008-09	2009-10	2010-11	2011-12	2012-13	FUTURE	TOTAL
Building Better Communities GOB Program	40	1,200	1,725	465	9,070	18,500	0	0	31,000
TOTAL REVENUE:	40	1,200	1,725	465	9,070	18,500	0	0	31,000
EXPENDITURE SCHEDULE:	PRIOR	2007-08	2008-09	2009-10	2010-11	2011-12	2012-13	FUTURE	TOTAL
Planning and Design	40	1,200	1,725	0	0	0	0	0	2,965
Construction	0	0	0	465	9,070	18,500	0	0	28,035
TOTAL EXPENDITURES:	40	1,200	1,725	465	9,070	18,500	0	0	31,000

STRATEGIC AREA: Recreation and Culture
 DEPARTMENT: Park and Recreation

***** FUNDED PROJECTS *****
 (dollars in thousands)



MIAMI METROZOO - IMPROVEMENTS AND ENTRY WAY - BUILDING BETTER COMMUNITIES BOND PROGRAM

PROJECT # 936010

DESCRIPTION: Construct Phase III Improvements including the entry way

LOCATION: 12400 SW 152 St
 Unincorporated Miami-Dade County

DISTRICT LOCATED: 9
 DISTRICT(S) SERVED: Countywide

ESTIMATED ANNUAL OPERATING IMPACT: \$2,050

REVENUE SCHEDULE:	PRIOR	2007-08	2008-09	2009-10	2010-11	2011-12	2012-13	FUTURE	TOTAL
Building Better Communities GOB Program	525	716	2,294	1,175	3,490	3,800	0	0	12,000
TOTAL REVENUE:	525	716	2,294	1,175	3,490	3,800	0	0	12,000
EXPENDITURE SCHEDULE:	PRIOR	2007-08	2008-09	2009-10	2010-11	2011-12	2012-13	FUTURE	TOTAL
Planning and Design	425	716	390	200	590	0	0	0	2,321
Construction	100	0	1,904	975	2,900	3,800	0	0	9,679
TOTAL EXPENDITURES:	525	716	2,294	1,175	3,490	3,800	0	0	12,000

MIAMI METROZOO IMPROVEMENTS

PROJECT # 935110

DESCRIPTION: Improve facilities to enhance the overall customer experience

LOCATION: 12400 SW 152 St
 Unincorporated Miami-Dade County

DISTRICT LOCATED: 9
 DISTRICT(S) SERVED: Countywide

ESTIMATED ANNUAL OPERATING IMPACT: Minimal

REVENUE SCHEDULE:	PRIOR	2007-08	2008-09	2009-10	2010-11	2011-12	2012-13	FUTURE	TOTAL
Capital Outlay Reserve	150	250	345	0	0	0	0	0	745
TOTAL REVENUE:	150	250	345	0	0	0	0	0	745
EXPENDITURE SCHEDULE:	PRIOR	2007-08	2008-09	2009-10	2010-11	2011-12	2012-13	FUTURE	TOTAL
Planning and Design	10	20	20	0	0	0	0	0	50
Construction	140	230	325	0	0	0	0	0	695
TOTAL EXPENDITURES:	150	250	345	0	0	0	0	0	745

SAFE NEIGHBORHOOD PARKS BOND PROGRAM - MIAMI METROZOO IMPROVEMENTS

PROJECT # 9341101

DESCRIPTION: Continue development toward completion of the second lobe of "Tropical Americas"

LOCATION: 12400 SW 152 St
 Unincorporated Miami-Dade County

DISTRICT LOCATED: 9
 DISTRICT(S) SERVED: Countywide

ESTIMATED ANNUAL OPERATING IMPACT: \$1,200

REVENUE SCHEDULE:	PRIOR	2007-08	2008-09	2009-10	2010-11	2011-12	2012-13	FUTURE	TOTAL
Safe Neigh. Parks (SNP) Proceeds	9,000	0	0	0	0	0	0	0	9,000
Cash Donations - Non County Sources	3,000	0	0	0	0	0	0	0	3,000
TOTAL REVENUE:	12,000	0	0	0	0	0	0	0	12,000
EXPENDITURE SCHEDULE:	PRIOR	2007-08	2008-09	2009-10	2010-11	2011-12	2012-13	FUTURE	TOTAL
Planning and Design	1,920	100	0	0	0	0	0	0	2,020
Construction	6,080	3,900	0	0	0	0	0	0	9,980
TOTAL EXPENDITURES:	8,000	4,000	0	0	0	0	0	0	12,000

Gibboney, Anita (OSBM)

From: Cutie, Ralph (OCI)
Sent: Tuesday, February 05, 2008 1:29 PM
To: Gibboney, Anita (OSBM)
Cc: Finol, Ana (OCI); Navarrete, George (OCI); Arrazcaeta, Aleida (OCI)
Subject: Parks MetroZoo PSA Awards (Contract Nos. 592500-06-003-1 [URS Corporation] and Contract Nos. 592500-06-003-2 [Forbes Architects])

Anita,

Ana and I have reviewed the subject award recommendations prepared by Parks for MetroZoo and we have verified in the GOB Database that there are sufficient funds available for this project. We recommend awarding these PSAs. If you have any questions or if there is anything else we can help you with, please let us know.

Thanks.

Ralph.

Ralph Cutié
Manager, Project Scheduling and Compliance
Office of Capital Improvements (OCI)
General Obligation Bond (GOB) Division
111 N.W. 1st Street
Suite 2130
Miami, Florida 33128-1926
Office: 305-375-1457, Fax: 305-372-6130
e-mail: rctie@miamidade.gov

"Delivering Excellence Every Day"



Dept. of Business Development

Project Worksheet ATTACHMENT 2

Project/Contract Title: MIAMI METROZOO IMPROVEMENTS (SIG 871) RC Date: 10/25/2006
 Project/Contract No: A05-PARK-01-GOB Funding Source: Item No: 1-01
 Department: PARKS & RECREATION GOB
 Estimated Cost of Project/Bid: \$12,580,000.00 Resubmittal Date(s):

Description of Project/Bid: TO ESTABLISH A CONTRACT FOR PROFESSIONAL SERVICES FOR FULL SERVICE PROJECT SPECIFIC ARCHITECTURAL AND ENGINEERING SERVICES TO BE PROVIDED BY TWO FIRMS. THE SERVICES WILL REQUIRE CONSULTANTS SPECIALIZING IN ZOO EXHIBIT DESIGN (INCLUDING PERMITTING, CONSTRUCTION ADMINISTRATION AND OTHER ZOO-WIDE IMPROVEMENTS).

Measure	Program	Goal Percent
Goal	GOB	14.00%

Analysis for Recommendation

This project meets all the criteria set forth in A.C. 1-22, Section V.

Funding Source: General Obligation Bonds.

The estimated total contract amount of \$12,580,000.00 (for design, permitting and construction administration services), is to be divided equally between the two firms; the 14% GOB goal applies to both agreements.

SIG 871 - Architectural and Engineering Services

Subtrade	Cat.	Estimated Value	% of Items to Base Bid	Availability
GENERAL STRUCTURAL ENGINEERING	CBE	\$251,600.00	2.00%	39
GENERAL MECHANICAL ENGINEERING	CBE	\$377,400.00	3.00%	26
GENERAL ELECTRICAL ENGINEERING	CBE	\$251,600.00	2.00%	27
SURVEYING AND MAPPING-LAND SURVEYING	CBE	\$251,600.00	2.00%	11
GENERAL CIVIL ENGINEERING	CBE	\$629,000.00	5.00%	56
Total		\$1,761,200.00	14.00%	

Using Wages: YES NO
 Responsible Wages: YES NO

Ordinance 90-11 is applicable to all construction projects over \$100,000 that do not utilize Federal Funds

REVIEW AND MAKE RECOMMENDATION

Tier 1 Set Aside _____

Set Aside _____ Level 1 _____ Level 2 _____ Level 3 _____

Trade Set Aside (MDC) _____ Goal 14% Bid Preference _____

No. of _____ Deferral _____ Selection Factor _____

[Signatures]

ATTACHMENT 3

Memorandum

MIAMI-DADE
COUNTY

Date: September 25, 2007

To: Ian H. Yorty, Interim Director
Office of Capital Improvements

From: Penelope Townsley, Interim Director
Small Business Affairs / Department of Procurement Management

Subject: CBE Compliance Review
Project No. A06-PARK-01
Miami MetroZoo Improvements

2007 SEP 27 AM 11:46

CNO-CAPITAL
IMPROVEMENTS

Small Business Affairs, Department of Procurement Management (SBA/DPM) has completed its review of the above-referenced project for compliance with the Community Business Enterprise (CBE-A/E) Program for Architectural and Engineering Services. The contract measure established for this project is a 14% CBE sub-consultant goal.

The Construction Contracts Section of the Miami-Dade Office of Capital Improvements has submitted proposals from URS Corporation Southern (#1), Torre Design Consortium, Ltd. (#3), R. E. Chisholm Architects, Inc. (#4), Sixto Architect, Inc. (#5), and John Forbes Architects, Inc. /DBA Forbes Architects (#6) for compliance review.

URS Corporation Southern (#1) submitted the required Schedule of Participation that listed CBE sub-consultants Louis J. Aguirre & Associates, P.A. to perform General Mechanical Engineering at 3%, Vital Engineering, Inc. to perform General Electrical Engineering at 2%, Nifah and Partners Consulting Engineers, Inc. to perform General Structural Engineering also at 2%, and Leiter, Perez & Associates, Inc. to perform General Civil Engineering and Surveying and Mapping-Land Surveying also at 7%. The Letters of Intent submitted were in agreement with the Schedule of Participation. URS Corporation Southern is in compliance with the CBE Participation Provisions.

Torre Design Consortium, Ltd. (#3) submitted the required Schedule of Participation that listed CBE sub-consultants Kaderabek Company to perform Geotechnical & Materials Engineering Services at 1%, Nifah and Partners Consulting Engineers, Inc. to perform General Civil Engineering also at 9.08%, V.E. Alvarez & Partners, LLC to perform General Electrical Engineering also at 4.54%, P (3) S M, LLC to perform Surveying and Mapping-Land Surveying at 1.44%, and Rodolfo Ibarra, P.E., P.A. to perform Environmental Engineering-Stormwater Drainage Design Services at .30%. The Letters of Intent submitted for Kaderabek, V.E. Alvarez, P (3) SM, and Rodolfo Ibarra were in agreement with the Schedule of Participation; however, the Letter of Intent submitted for Nifah and Partners listed them to perform General Structural Engineering at 9.08%. In a clarification to Small Business Affairs, Torre Design Consortium confirmed that Nifah and Partners would perform General Structural Engineering at the 9.08%. Torre Design Consortium, Ltd. is in compliance with the CBE Participation Provisions.

R. E. Chisholm Architects, Inc. (REC) (#4) submitted a proposal for the above referenced project which included a form "Letter of Intent" (CBE 102) reflecting CBE sub-consultant Milian, Swain & Associates, Inc. satisfying the 14% CBE sub-consultant goal, but failed to submit form "Schedule of Participation" (CBE 101). A "four corners" review was conducted and there were other documents in the proposal that included information that would be listed on the Schedule of Participation. The Letter

Compliance Memorandum
Ian H. Yorty
September 25, 2007
Project No. A06-PARK-01
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of Interest listed the signature of the prime consultant, the sub-consultants of which the team comprises, the scope of work to be performed, but failed to list the related percentage. Additionally, included was an organizational chart that also listed the sub-consultants and the scope of work they would perform, but no related percentage. The CBE Participation Provisions, Section E.2.a.i., states: "Respondents must submit a Schedule of Participation (Form CBE 101) at the time of proposal submission identifying all CBE-A/Es to be utilized to meet the subconsultant goal, the professional service designation of work each will perform, and the percentage of such work." A legal opinion from the County Attorney's Office stated the following: "Absent from REC's bid package is a commitment to allocate a specific percentage of the work to Milian or documentation equivalent to a commitment that if awarded the contract REC would enter into a written subconsultant agreement with the CBE to perform designated professional services representing specific percentages of work. The required commitment must be explicit; it cannot be implied. Accordingly, it is the determination of this office that REC's bid is non-responsive."

Sixto Architects, Inc. (#5) a certified CBE-A/E firm submitted the required Schedule of Participation that listed itself to perform Architecture and Architectural Construction Management at 25%, utilizing its own forces to satisfy the established CBE-A/E goal. Sixto Architects, Inc. is in compliance with the CBE Participation Provisions.

John Forbes Architects, Inc. /DBA Forbes Architects (#6) submitted the required Schedule of Participation that listed CBE sub-consultants Ford Engineers, Inc. to perform Environmental Engineering-Stormwater Drainage Design Services and General Civil Engineering at 2.75%, Louis J. Aguirre & Associates, P.A. to perform General Mechanical Engineering and General Electrical Engineering at 8%, Weidener Surveying & Mapping, P.A. to perform Surveying and Mapping-Land Surveying at .50%, and Curtis + Rogers Design Studio, Inc. to perform Landscape Architecture at 2.75%. The Letters of Intent submitted were in agreement with the Schedule of Participation. John Forbes Architects, Inc. /DBA Forbes Architects is in compliance with the CBE Participation Provisions.

Please note that SBA/DPM staff only reviewed and addressed compliance with the CBE-A/E program. The Construction Contracts Section of the Miami-Dade Office of Capital Improvements is responsible for any other issues that may exist.

Should you have any questions or need any additional information, please do not hesitate to contact Vivian O. Walters, Jr. at (305) 375-3138.

cc: Miriam Singer, DPM
Luisa Millan-Donovan, OCI
Traci Adams-Parish, SBA/DPM
File

Attachment

Memorandum



RECEIVED
DEPT. BUSINESS DEV.
2007 SEP 25 AM 11: 01

To: Penelope Townsley
Interim Director
Small Business Affairs

Date: 25 September 2007

From: John McInnis
Assistant County Attorney

Subject: Project No. A06-PARK-01 (Miami
Metrozoo Improvements)

This office has been asked whether the bid submitted by R.E. Chisholm Architects, Inc. (REC), in connection with the above-referenced project, is responsive within the meaning of Miami-Dade County's community business enterprise program for architects and engineers (CBE-A/E), §§2-10.4.01, *et seq.*, Code of Miami-Dade County. For this project the Board of County Commissioners has established a 14% subconsultant goal for certified community business enterprises (CBEs).

The bid documents for this project, including, without limitation, Administrative Order 3-32 ("AO 3-32") and participation provisions promulgated pursuant to the CBE ordinance, require all respondents to submit a schedule of participation form or its equivalent at the time of proposal submission identifying all CBEs that will participate on the project, the professional service designation of each CBE's work, and the percentage of each firm's participation. Section IX (A) (1) of the CBE participation provisions provides:

The Schedule of Participation [SOP] constitutes a written representation by the respondent that, to the best of the respondent's knowledge, the CBEs listed are qualified and available to perform as specified. The Schedule of Participation is a commitment by the respondent that, if awarded the agreement, it will enter into written subconsultant agreements with the identified CBEs for the scope of work at the percentage set forth in the Schedule of Participation. Failure to submit the required documents within the required time frames *may* render the proposal nonresponsive or be subject to sanctions or penalties as outlined in the contract or in this Administrative Order.

Staff of the small business affairs division of the procurement management department advises that REC submitted a proposal for the subject project, but failed to submit a schedule of participation form (Form CBE 101). Despite the missing form, staff reviewed REC's bid package in its entirety to determine whether the information sought through the SOP could be found elsewhere in the submittal. REC's bid package includes a letter of interest, a table of organization, a description of the project team, and a signed letter of intent (LOI) from Milian, Swain & Associates, Inc. ("Milian"), a CBE firm. The letter of interest, signed only by REC's principal, provides the scope of work, but does not show the percentages of work Milian would perform. The organizational chart and description of the project team identify Milian, but are similarly silent as to the extent of Milian's participation. Milian's LOI indicates it is available to perform environmental and civil engineering for 14% of the project; however, that LOI is not a commitment by REC to utilize the services of Milian on the project. Absent from REC's bid package is a commitment to allocate a specific percentage of the work to Milian or documentation equivalent to a commitment that if awarded the contract REC would enter into a written subconsultant agreement with the CBE to perform designated professional services representing specific percentages of work. The required commitment must be explicit; it cannot be implied. Accordingly, it is the determination of this office that REC's bid is non-responsive.



MIAMI DADE COUNTY
A&E Firm History Report

From: 12/27/2002 To: 12/27/2007

ATTACHMENT 4

PRIMES

FIRM NAME: JOHN FORBES, INC./FORBES ARCHITECTS
4565 Ponce De Leon Blvd, Suite 100
Coral Gables, FL 33146

PROJECT	CONTRACT	DEPT	MEASURES	AWARD DATE	AWARD AMOUNT	PAY TO PRIME AS OF	REQ TO DATE REPORTED	DATE REPORTED	SUBCONTRACTORS
A05-PARK-01	5	PR	GOAL CBE 24%	09/29/2006	\$1,116,500	\$0	\$0		<ul style="list-style-type: none"> • DDA ENGINEERS, P.A. - \$0.00 • DESIGNONE INC. - \$0.00 • OLIN HYDROGRAPHIC SOLUTIONS INC - \$0.00 • PARSONS TRANSPORTATION GROUP INC. - \$0.00 • PISTORINO & ALAM CONSULTING ENGINEERS, INC. - \$0.00 • TRIANGLE ASSOCIATES, INC. - \$0.00
<p>PRIME PARK GOB - RECREATION FACILITIES DEVELOPMENT AND RENOVATION (SIC 87)</p> <p>GOAL CBE 24% \$839,608</p> <p>AWARD AMOUNT \$839,608</p>									
A05-PARK-04	1	PR	NO MEASURE	05/09/2007	\$473,787	\$0	\$0		<ul style="list-style-type: none"> • ENVIRONMENTAL RESOURCES MANAGEMENT SOUTHEAST, INC. - \$0.00 • KIMLEY-HORN AND ASSOCIATES, INC. - \$0.00 • LJUDOVICI & ORANGE CONSULTING ENGINEERS, INC - \$0.00 • TLC ENGINEERING FOR ARCHITECTURE, INC. - \$0.00
<p>PRIME PARK GOB - ZOO WIDE IMPROVEMENTS/ENTRY & GOB PROJECT #18</p> <p>NO MEASURE \$44,000</p> <p>AWARD AMOUNT \$44,000</p>									



**MIAMI DADE COUNTY
A&E Firm History Report**

From: 12/27/2002 To: 12/27/2007

FIRM NAME: JOHN FORBES, INC./FORBES ARCHITECTS
4565 Ponce De Leon Blvd, Suite 100
Coral Gables, FL 33146

PRIMES

PROJECT #	CONTRACT	DEPT	MEASURES	AWARD DATE	AWARD AMOUNT	PAID TO PRIME AS OF	REQ TO DATE	DATE REPORTED	SUBCONTRACTORS
				Total Award Amount			\$2,473,895		
				Total Change Orders Approved by BCC			\$50,000		
				Total Change Orders Approved After Requested Date Range			\$2,523,895		
				Total Change Orders Pending			\$0		
							\$0		
							\$2,523,895		

Status View

Exit

Projects

Goto Bottom



MIAMI-DADE COUNTY, FLORIDA
Capital Improvements Information System
 All Contracts for FEIN 593000913
John Forbes, Inc. d/b/a Forbes Architects

<u>DST</u>	<u>DPT</u>	<u>Contract</u>	<u>Name</u>	<u>Location / Contractor</u>	<u>Estimated Completion Date</u>	<u>Total Award</u>	<u>Last Status Date</u>	<u>% Complete / Status *</u>
11	PR	<u>490901-05-002</u>	Tree Island Park	John Forbes, Inc. d/b/a Forbes	4/21/2016	\$424,350		0% / N/A
9	PR	<u>592500-06-003-2</u>	Miami Metrozoo Improvements	John Forbes, Inc. d/b/a Forbes	N/A	\$5,551,500		0% / N/A
7	PR	<u>99203</u>	Crandon Park Golf Course Clubh	John Forbes, Inc. d/b/a Forbes	5/23/2005	\$494,500	<u>6/4/2004</u>	100% / Complete
30	PR	<u>999999-05-001-5</u>	Park and Recreation Marina Imp	John Forbes, Inc. d/b/a Forbes	9/28/2010	\$1,000,000	<u>2/7/2007</u>	5% / On Schedule
30	PR	<u>999999-05-012-2</u>	Aquatic Facilities Development	John Forbes, Inc. d/b/a Forbes	N/A	\$752,000	<u>4/5/2007</u>	0% / Not Started
0	PR	<u>EDP: EDP-PR-GOB-S-592500-07004</u>	<u>ZOOWIDE IMPROVEMENTS/ENTRY - GOB PROJECT #48</u>	<u>JOHN FORBES, INC./FORBES ARCHITECTS</u>	<u>N/A</u>	<u>\$0</u>		<u>0% / N/A</u>
Totals:					6	\$8,222,350		

* Contracts with Green Name are PSA Agreements
 Yellow Status=Inactive Contract

Status View

Exit

Projects

Goto Top

ATTACHMENT 5



Capital Improvements Information System
MCC Contractor Evaluations Report

<u>Dept Contract</u>	<u>Type Contractor / Architect Name</u>	<u>Date</u>	<u>Rater</u>	<u>Period</u>	<u>Rate</u>
PR 99203	PSA <u>John Forbes, Inc. d/b/a Forbes Architects</u>	10/21/2005	John Gouthro	Completion of construction	3.0

Evaluation Count: 1 Contractors: 1 Average Evaluation: 3.0

ATTACHMENT 6

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(M)(1)(A)
04-24-07

OFFICIAL FILE COPY
CLERK OF THE BOARD
OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

RESOLUTION NO. R-410-07

RESOLUTION AUTHORIZING A REQUEST TO INITIATE AND ADVERTISE FOR CONSULTANT SELECTION FOR TWO (2) CONSULTANTS FOR MIAMI METROZOO IMPROVEMENTS, CONTRACT NO. A06-PARK-01 GOB; AND AUTHORIZES THE COUNTY MANAGER TO EXERCISE ANY AND ALL OTHER RIGHTS CONFERRED THEREIN

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 request to initiate and advertise for consultant selection for two (2) consultants to provide design, permitting, and construction administration services for Miami Metrozoo improvements for a total amount of \$12,580,000, Contract No. A06-PARK-01 GOB, and authorizes the County Manager to exercise any and all other rights conferred therein, upon review by the County Attorney.

The foregoing resolution was offered by Commissioner Carlos A. Gimenez, who moved its adoption. The motion was seconded by Commissioner Dennis C. Moss and upon being put to a vote, the vote was as follows:

	Bruno A. Barreiro, Chairman	aye		
	Barbara J. Jordan, Vice-Chairwoman	aye		
·	Jose "Pepe" Diaz	aye	Audrey M. Edmonson	absent
	Carlos A. Gimenez	aye	Sally A. Heyman	absent
	Joe A. Martinez	aye	Dennis C. Moss	aye
	Dorin D. Rolle	aye	Natacha Seijas	absent
	Katy Sorenson	aye	Rebeca Sosa	aye
	Sen. Javier D. Souto	aye		

The Chairperson thereupon declared the resolution duly passed and adopted this 24th day of April, 2007. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

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

HARVEY RUVIN, CLERK

Approved by County Attorney as
to form and legal sufficiency.



KAY SULLIVAN
Deputy Clerk

MEMORANDUM



Date: April 24, 2007
To: Honorable Chairman Bruno A. Barreiro
and Members, Board of County Commissioners
From: George M. Burgess
County Manager

Agenda Item No. 8(M)(1)(A)

Subject: Request to Advertise for Miami Metrozoo Improvements - Project No: A06-PARK-01 GOB; Contract No: 592500-06-003

Recommendation

This Request to Initiate and Advertise for a Consultant Selection for Contract No: 592500-06-003 has been prepared by and is recommended for approval.

Scope

PROJECT NAME: Miami Metrozoo Improvements

PROJECT NO: A06-PARK-01.GOB

CONTRACT NO: 592500-06-003

PROJECT DESCRIPTION: The Florida Exhibit – Just beyond the entry plaza and guest welcome area, visitors will be immersed in a native Florida habitat representing a transect through the Everglades, to the pine rocklands and beyond to the coast. The proposed exhibits include native Florida birds, the Florida panther, Key deer, black bear, sea turtle, large exhibit pools along with a boat dock and monorail station. The Florida exhibit will celebrate the unique location of Miami Metrozoo and educate all visitors (resident and non-resident) about the special characteristics of this location.

Entrance Feature, Construction of Phase IV, and Zoo-wide Improvements - The project consists of a new entry feature, Phase IV construction, and other Zoo infrastructure and exhibit area enhancements.

PROJECT LOCATION: Miami Metrozoo, 12400 SW 152nd Street, Miami, FL 33177

PROJECT SITES:	<u>LOCATION</u>	<u>DIST</u>	<u>ESTIMATE</u>	<u>T-S-R</u>
	#70431- 12400 SW 152ND ST	9	\$5,269,762.00	55-25-39
	#70469- 12400 SW 152 ST 33177	9	\$2,040,476.00	55-35-39
	#70435- 12400 SW 152 ST 33177	9	<u>\$5,269,762.00</u>	55-35-39
Total:			\$12,580,000.00	

PRIMARY COMMISSION DISTRICT: District 9 Dennis C. Moss

APPROVAL PATH: Board of County Commissioners

OCI A&E PROJECT NUMBER: A06-PARK-01 GOB

USING DEPARTMENT: Metrozoo

MANAGING DEPARTMENT: Park and Recreation Department

Fiscal Impact / Funding Source

FUNDING SOURCE: Building Better Communities Bonds

PTP FUNDING: No

GOB FUNDING: Yes

GOB PROJECTS:

<u>GOB PROJECT / DESCRIPTION</u>	<u>GOB ALLOCATION</u>
<u>47</u> -GOB - Miami Metrozoo	\$5,269,762.00
<u>48</u> -GOB - Miami Metrozoo	\$2,040,476.00
<u>46</u> -GOB - Miami Metrozoo	<u>\$5,269,762.00</u>

Project Totals: \$12,580,000.00

**CAPITAL BUDGET
 PROJECTS:**

<u>BUDGET PROJECT / DESCRIPTION</u>	<u>RTA ESTIMATE</u>
<u>934160</u> -MIAMI METROZOO - CARIBBEAN EXHIBIT Book Page: 227 Funding Year: Future Funding	\$5,452,961.50
<u>933650</u> -MIAMI METROZOO - FLORIDA EXHIBIT Book Page: 227 Funding Year: FY 2006-07	\$2,277,000.00
<u>933650</u> -MIAMI METROZOO - FLORIDA EXHIBIT Book Page: 227 Funding Year: FY 2007-08	\$1,350,000.00
<u>933650</u> -MIAMI METROZOO - FLORIDA EXHIBIT Book Page: 227 Funding Year: FY 2008-09	\$1,642,762.00
<u>936010</u> -MIAMI METROZOO - IMPROVEMENTS AND ENTRY WAY Book Page: 227 Funding Year: Prior Years Funding	\$558,476.00
<u>936010</u> -MIAMI METROZOO - IMPROVEMENTS AND ENTRY WAY Book Page: 227 Funding Year: FY 2006-07	\$564,800.50
<u>936010</u> -MIAMI METROZOO - IMPROVEMENTS AND ENTRY WAY Book Page: 227 Funding Year: FY 2007-08	<u>\$734,000.00</u>

Project Totals: \$12,580,000.00

**PROJECT TECHNICAL
 CERTIFICATION
 REQUIREMENTS:**

Services from two (2) consultants specializing in zoo exhibit design are required for design, permitting, and construction administration of the Miami Metrozoo projects. Due to the specialties inherent with the design of zoological exhibits, the design team must have designed a minimum of three (3) zoological exhibit facilities within the last 5 years.

TYPE CODE DESCRIPTION

- Prime 14.00 ARCHITECTURE
- Other 10.01 ENVIRONMENTAL ENGINEERING - STORMWATER
DRAINAGE DESIGN ENGINEERING SERVICES
- Other 11.00 GENERAL STRUCTURAL ENGINEERING
- Other 12.00 GENERAL MECHANICAL ENGINEERING
- Other 13.00 GENERAL ELECTRICAL ENGINEERING
- Other 15.01 SURVEYING AND MAPPING - LAND SURVEYING
- Other 16.00 GENERAL CIVIL ENGINEERING
- Other 18.00 ARCHITECTURAL CONSTRUCTION MANAGEMENT
- Other 20.00 LANDSCAPE ARCHITECTURE

ESTIMATED CONTRACT PERIOD: 4,745

days. The term of these two (2) agreements shall start upon execution by the parties hereto and extend for 4,745 days from the effective date of these agreements or until completion of the warranty period, whichever occurs first. These professional services agreements are not for the design only; they also include the permitting, construction oversight, closeout and one-year warranty on all construction phases.

ESTIMATED CONTINGENCY PERIOD: 474

IG FEE INCLUDED IN BASE CONTRACT: Yes

ART IN PUBLIC PLACES: Yes

BASE ESTIMATE: \$11,103,000.00 Two PSA contracts at \$5,551,500 each.

CONTINGENCY ALLOWANCE (SECTION 2-8.1 MIAMI DADE COUNTY CODE):	TYPE	PERCENT	AMOUNT	COMMENT
	PSA	10%	\$1,110,300.00	

ART IN PUBLIC PLACES : \$183,199.50 1.50%

REIMBURSABLE EXPENSES: \$183,500.00 1.51%

TOTAL DEDICATED ALLOWANCE: \$366,700.00

COST ESTIMATE: \$12,580,000.00

Track Record / Monitor

EXPLANATION: The two firms are yet to be determined.

MINIMUM QUALIFICATIONS EXCEED LEGAL REQUIREMENTS: No

REVIEW COMMITTEE: MEETING DATE: 10/25/2006 SIGNOFF DATE: 10/31/2006

RESPONSIBLE WAGES: No

REVIEW COMMITTEE ASSIGNED CONTRACT MEASURES:	MEASURE	GOAL	COMMENT
	CBE	14.00%	
	CWF	0.00%	Not A plicable

MANDATORY CLEARING HOUSE: No

CONTRACT MANAGER NAME/PHONE/EMAIL: Michael Yaskin (305) 755-7816 MY1@miamidade.gov

PROJECT MANAGER NAME/PHONE/EMAIL: David Livingstone 305-755-7824 DCL@miamidade.gov

Background

BACKGROUND: This project is for two (2) interpretive consultant firms to provide full service project specific architectural and engineering services for the design, permitting, and construction administration of Miami Metrozoo's new exhibits, entrance feature, and other zoo-wide infrastructure and exhibit area enhancements.

DEPARTMENT SELECTION COMMITTEE RECOMMENDATIONS:

<u>COMMITTEE MEMBER & TITLE</u>	<u>YEAR HIRED</u>	<u>GENDER / ETHNICITY</u>	<u>EDUCATION</u>	<u>PROFESSIONAL LICENSES</u>
Glenn Ekey, Executive Director Zoological Society of Florida	1992	M/Caucasian	Bachelor of Arts	
Eric Stephens, Director, Miami Metrozoo	1979	M/Caucasian	Bachelor of Science, Park and Recreation Administration	

BUDGET APPROVAL
 FUNDS AVAILABLE:


 OSBM DIRECTOR 7-20-07
 DATE

APPROVED AS TO
 LEGAL SUFFICIENCY:


 COUNTY ATTORNEY 3/21/7
 DATE


 ASSISTANT COUNTY
 MANAGER _____
 DATE _____

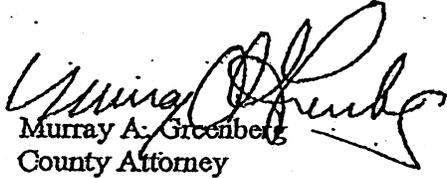


MEMORANDUM

(Revised)

TO: Honorable Chairman Bruno A. Barreiro
and Members, Board of County Commissioners

DATE: April 24, 2007

FROM: 
Murray A. Greenberg
County Attorney

SUBJECT: Agenda Item No. 8(M)(1)(C)

Please note any items checked.

- "4-Day Rule" ("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
- Bid waiver requiring County Manager's written recommendation
- Ordinance creating a new board requires detailed County Manager's report for public hearing
- Housekeeping item (no policy decision required)
- No committee review



Dept. of Business Development
Project Worksheet

ATTACHMENT A

Project/Contract Title: MIAMI METROZOO IMPROVEMENTS (SIC 871) RC Date: 10/25/2006
 Project/Contract No: A06-PARK-01 GOB Funding Source: Item No: 1-01
 Department: PARKS & RECREATION GOB Resubmittal Date(s):
 Estimated Cost of Project/Bid: \$12,580,000.00
 Description of Project/Bid: TO ESTABLISH A CONTRACT FOR PROFESSIONAL SERVICES FOR FULL SERVICE, PROJECT SPECIFIC ARCHITECTURAL AND ENGINEERING SERVICES TO BE PROVIDED BY TWO FIRMS. THE SERVICES WILL REQUIRE CONSULTANTS SPECIALIZING IN ZOO EXHIBIT DESIGN (INCLUDING PERMITTING, CONSTRUCTION ADMINISTRATION, AND OTHER ZOO-WIDE IMPROVEMENTS).

Measure	Program	Goal Percent
Goal	CBE	14.00%

This project meets all the criteria set forth in A.O. 3-32, Section V.
 Funding Source: General Obligation Bonds.
 The estimated total contract amount of \$12,580,000.00 (for design, permitting and construction administration services), is to be divided equally between the two firms; the 14% CBE goal applies to both agreements.
 SIC 871 - Architectural and Engineering Services

Subtrade	Cat	Estimated Value	% of Items to Base Bid	Availability
GENERAL STRUCTURAL ENGINEERING	CBE	\$251,600.00	2.00%	30
GENERAL MECHANICAL ENGINEERING	CBE	\$377,400.00	3.00%	26
GENERAL ELECTRICAL ENGINEERING	CBE	\$251,600.00	2.00%	27
SURVEYING AND MAPPING-LAND SURVEYING	CBE	\$251,600.00	2.00%	11
GENERAL CIVIL ENGINEERING	CBE	\$629,000.00	5.00%	56
Total		\$1,761,200.00	14.00%	

Living Wages: YES NO
 Responsible Wages: YES NO

Ordinance 99-143 is applicable to all construction projects over \$100,000 that do not utilize Federal Funds

Tier 1 Set Aside _____
 Set Aside _____ Level 1 _____ Level 2 _____ Level 3 _____
 Trade Set Aside (MCC) _____ Goal 14% Bid Preference _____
 No Measure _____ Deferred _____ Selection Factor _____
 _____ (10-25-06) _____ 10/25/06
 Chairperson, Review Committee Date County Manager Date

STRATEGIC AREA: Recreation and Culture
 DEPARTMENT: Park and Recreation

ATTACHMENT B

FUNDED PROJECTS
 (dollars in thousands)

MARINA CAPITAL PLAN

PROJECT # 932660

DESCRIPTION: Plan, develop, and construct improvements to each of the marinas

LOCATION: Various Sites
 Various Sites

DISTRICT LOCATED: 4, 5, 6, 7, 8, 9
 DISTRICT(S) SERVED: Countywide

ESTIMATED ANNUAL OPERATING IMPACT: Minimal

REVENUE SCHEDULE:	PRIOR	2006-07	2007-08	2008-09	2009-10	2010-11	2011-12	FUTURE	TOTAL
Sunshine State Financing	2,200	6,700	3,100	0	0	0	0	0	12,000
Operating Revenue	3,137	500	500	500	500	500	0	0	5,637
TOTAL REVENUE:	5,337	7,200	3,600	500	500	500	0	0	17,637
EXPENDITURE SCHEDULE:	PRIOR	2006-07	2007-08	2008-09	2009-10	2010-11	2011-12	FUTURE	TOTAL
Planning and Design	885	300	300	300	300	0	0	0	2,085
Construction	1,741	3,000	3,000	3,000	3,000	1,611	0	0	15,352
Project Contingency	100	100	0	0	0	0	0	0	200
TOTAL EXPENDITURES:	2,726	3,400	3,300	3,300	3,300	1,611	0	0	17,637

Metrozoo Improvements

MIAMI METROZOO - ADDITIONAL IMPROVEMENTS - BUILDING BETTER COMMUNITIES BOND PROGRAM

PROJECT # 932890

DESCRIPTION: Construct additional improvements at Metrozoo

LOCATION: 12400 SW 152 St
 Unincorporated Miami-Dade County

DISTRICT LOCATED: 9
 DISTRICT(S) SERVED: Countywide

ESTIMATED ANNUAL OPERATING IMPACT: \$500

REVENUE SCHEDULE:	PRIOR	2006-07	2007-08	2008-09	2009-10	2010-11	2011-12	FUTURE	TOTAL
Building Better Communities GOB Program	0	0	0	0	179	1,534	384	10,903	13,000
TOTAL REVENUE:	0	0	0	0	179	1,534	384	10,903	13,000
EXPENDITURE SCHEDULE:	PRIOR	2006-07	2007-08	2008-09	2009-10	2010-11	2011-12	FUTURE	TOTAL
Planning and Design	0	0	0	0	179	1,534	384	0	2,097
Construction	0	0	0	0	0	0	0	10,903	10,903
TOTAL EXPENDITURES:	0	0	0	0	179	1,534	384	10,903	13,000

STRATEGIC AREA: Recreation and Culture
 DEPARTMENT: Park and Recreation

ATTACHMENT B

***** FUNDED PROJECTS *****
 (dollars in thousands)

MIAMI METROZOO - CARIBBEAN EXHIBIT - BUILDING BETTER COMMUNITIES BOND PROGRAM

PROJECT # 934160

DESCRIPTION: Construct Phase IV including the Caribbean exhibit

LOCATION: 12400 SW 152 St

Unincorporated Miami-Dade County

DISTRICT LOCATED: 9
 DISTRICT(S) SERVED: Countywide

ESTIMATED ANNUAL OPERATING IMPACT: \$1,305

REVENUE SCHEDULE:

	PRIOR	2006-07	2007-08	2008-09	2009-10	2010-11	2011-12	FUTURE	TOTAL
Building Better Communities GOB Program	0	0	0	0	0	0	0	31,000	31,000

TOTAL REVENUE:

	0	0	0	0	0	0	0	31,000	31,000
--	---	---	---	---	---	---	---	--------	--------

EXPENDITURE SCHEDULE:

	PRIOR	2006-07	2007-08	2008-09	2009-10	2010-11	2011-12	FUTURE	TOTAL
Planning and Design	0	0	0	0	0	0	0	5,270	5,270
Construction	0	0	0	0	0	0	0	25,730	25,730

TOTAL EXPENDITURES:

	0	0	0	0	0	0	0	31,000	31,000
--	---	---	---	---	---	---	---	--------	--------

MIAMI METROZOO - FLORIDA EXHIBIT - BUILDING BETTER COMMUNITIES BOND PROGRAM

PROJECT # 933650

DESCRIPTION: Construct Phase V including the Florida exhibit

LOCATION: 12400 SW 152 St

Unincorporated Miami-Dade County

DISTRICT LOCATED: 9
 DISTRICT(S) SERVED: Countywide

ESTIMATED ANNUAL OPERATING IMPACT: \$1,400

REVENUE SCHEDULE:

	PRIOR	2006-07	2007-08	2008-09	2009-10	2010-11	2011-12	FUTURE	TOTAL
Building Better Communities GOB Program	1,245	2,277	1,350	9,028	12,147	4,953	0	0	31,000

TOTAL REVENUE:

	1,245	2,277	1,350	9,028	12,147	4,953	0	0	31,000
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EXPENDITURE SCHEDULE:

	PRIOR	2006-07	2007-08	2008-09	2009-10	2010-11	2011-12	FUTURE	TOTAL
Planning and Design	1,245	2,277	1,350	398	0	0	0	0	5,270
Construction	0	0	0	8,630	12,147	4,953	0	0	25,730

TOTAL EXPENDITURES:

	1,245	2,277	1,350	9,028	12,147	4,953	0	0	31,000
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MIAMI METROZOO - IMPROVEMENTS AND ENTRY WAY - BUILDING BETTER COMMUNITIES BOND PROGRAM

PROJECT # 936010

DESCRIPTION: Construct Phase III improvements including entry way

LOCATION: 12400 SW 152 St

Unincorporated Miami-Dade County

DISTRICT LOCATED: 9
 DISTRICT(S) SERVED: Countywide

ESTIMATED ANNUAL OPERATING IMPACT: \$2,050

REVENUE SCHEDULE:

	PRIOR	2006-07	2007-08	2008-09	2009-10	2010-11	2011-12	FUTURE	TOTAL
Building Better Communities GOB Program	839	748	734	4,582	5,097	0	0	0	12,000

TOTAL REVENUE:

	839	748	734	4,582	5,097	0	0	0	12,000
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EXPENDITURE SCHEDULE:

	PRIOR	2006-07	2007-08	2008-09	2009-10	2010-11	2011-12	FUTURE	TOTAL
Planning and Design	839	348	734	0	0	0	0	0	1,921
Construction	0	400	0	4,582	5,097	0	0	0	10,079

TOTAL EXPENDITURES:

	839	748	734	4,582	5,097	0	0	0	12,000
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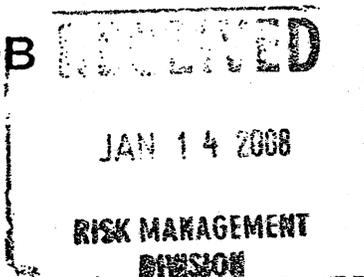
**PROFESSIONAL SERVICES AGREEMENT
BETWEEN MIAMI DADE COUNTY, FLORIDA AND CONSULTANT
FOR PROFESSIONAL SERVICES**

WHEREAS, The County has selected the Consultant in accordance with Section 287.055, Florida Statutes (Consultant's Competitive Negotiation Act) and in accordance with Section 2-10.4, Code of Miami-Dade County and

WHEREAS, this Agreement has been entered into this _____ day of _____ in the year two thousand and eight, BY AND BETWEEN MIAMI-DADE COUNTY, FLORIDA, a political subdivision of the State of Florida, acting by and through its Board of County Commissioners, hereinafter called the "County" or "Owner" and Forbes Architects, hereinafter called the Consultant, for the following Project:

**Professional Services Agreement For Miami MetroZoo
Improvements**

Project No. A06-PARK-01, GOB



The County and the Consultant agree as follows:

ARTICLE 1 - DEFINITIONS

- 1.01) **BASIC SERVICES:** Those professional services defined in Section 2.01.
- 1.02) **ADDITIONAL SERVICES:** Those professional services defined in Section 2.02.
- 1.03) **BOARD OF COUNTY COMMISSIONERS:** The duly elected officials authorized to act on behalf of the Owner.
- 1.04) **CONSULTANT:** The Architect/Engineer who has entered into a contract with the Owner to provide professional services under this Agreement. The Consultant shall act as the Owner's representative during the Construction Phase of the project, inclusive of the Warranty Phase.
- 1.05) **CONTRACTOR:** The firm who has entered into a Contract with the Owner for the construction of County facilities and incidentals thereto.
- 1.06) **OWNER:** Miami-Dade County, a political subdivision of the State of Florida.
- 1.07) **PROJECT:** The construction and all services and incidentals thereto of the scope of work as contemplated and budgeted by the Owner, and listed in this Agreement.
- 1.08) **SERVICE ORDER:** A document issued by the Owner to the Consultant authorizing the performance of specific professional services, stating the scope of the work, the time for completion and amount of the fee authorized for such services. 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.

- 1.09) USING AGENCY:** Miami-Dade Park and Recreation Department hereinafter referred to as the "Department". The Department's Director or her designee shall act on behalf of the Owner on all matters pertaining to this Agreement.
- 1.10) SCOPE OF WORK:** Design, construction administration and all services related to and incidental thereto for Miami MetroZoo Improvements including the Florida Exhibit, Entrance Feature, Phase IV, Zoo-wide Improvements and other Zoo Infrastructure and exhibit area enhancements as contemplated and budgeted by the Owner as Basic, Additional and Optional Services. Design services include programming, schematic design, design development, preparation of construction documents and permitting phases. Any Contract changes will require an amendment to the Contract, subject to approval by the Board of County Commissioners.

ARTICLE 2 - SERVICES AND RESPONSIBILITIES OF THE CONSULTANT

- 2.01) BASIC SERVICES:** These services are hereinafter referred to as "Basic Services". For each Service Order assigned, the Consultant agrees to provide complete professional architectural and engineering services, including all civil engineering, structural engineering, architectural, mechanical/plumbing engineering, electrical engineering, landscape design and interpretive design services as required for the Project.

Professional Services unique to the development of zoological facilities or theme parks are considered a part of the Consultant's Basic Services. These include, but are not limited to professional services related to zoological animal exhibits, animal caring and housing needs, educational components, animal management/administration support, animal/keeper support areas, thematic rides, food service/concessions and safety/security areas of the facility. A more detailed scope is attached hereto as Exhibit "A".

The drawings shall be produced by Computer Aided Design (CADD) in a version acceptable by the Owner.

The Consultant will be responsible for writing and distributing minutes of all meetings he/she is asked to attend.

When a set of documents is referred to hereunder, it shall mean a bound set of all documents which are 24" X 36" or smaller if approved by the Owner.

The Consultant shall provide all necessary coordination and review of the analysis to comply with Ordinance 94-73 – Value Analysis and Life Cycle Costing as part of his Basic Services. The Consultant shall incorporate all Owner approved Value Analysis and Life

Cycle Costing recommendations at the end of the Design Development Phase as part of their Basic Services.

Basic Services shall also include 3 meetings/presentations with the Department of Art in Public Places and forty (40) hours for coordination with the selected artist to comply with Ordinance No. 73-77 – Art in Public Places (See Article 8.09.G.)

2.01.A) Phase I - Programming:

2.01.A.1) Upon receipt of an authorization to proceed from the Owner, the Consultant and their Sub-Consultants shall visit the site to verify all existing conditions. The Consultant and their Sub-Consultants shall be responsible for the professional quality, technical accuracy, and coordination of all services required to verify the adequacy and conditions of existing systems; utilities; etc; on which the design intent is based. The Consultant shall timely indicate/recommend to the Owner what (if any) additional testing and/or verification process(es) is/are needed to reasonably determine that the existing conditions (i.e. electrical; mechanical; plumbing; structural systems; and others) can be relied upon for the successful completion of the scope of the work. The Consultant shall prepare and present the Design Program Document for approval by the Owner. The Owner shall review the document for program compliance only; it is the Consultant's responsibility to coordinate their work as well as the work generated by the various Sub-consultants involved with the Project. The Programming submittal must include Design Program Document, a Project Development Schedule and a Statement of Probable Construction Costs as defined below:

2.01.A.1.A) The Consultant shall confer with representatives of the Owner to prepare and establish a Design Program Document consisting of a thematic design concept and detailed textual discussion listing all functions and spaces, together with the square footage of each assignable space, gross square footage, and a description of the relationships between and among the principal programmatic elements. This includes visitor spaces as well as exhibit, keeper and service areas. This task must also address the extent to which development actions affect current operations and revenue.

2.01.A.1.B) Provide a detailed development schedule that shows the proposed completion date of each phase of the project. This task must also address the extent to which development actions affect current operations and revenue. Schedules must

include reasonable allocations of time, including periods necessary for review, approval, permitting, and contingencies. The Consultant shall be held directly responsible for adhering to the Project Development Schedule and requirements for submittal that are related to their scope of work under this Agreement (Refer to Sections 8.04.C).

2.01.A.1.C) Provide a Statement of Probable Construction Costs that includes a summary evaluation of the estimated cost of any exhibits, buildings or infrastructure including fabricated features, fixed equipment, site improvements, construction contingency allowance, movable equipment (if any), utility service extensions or upgrades. The evaluation shall consist of a brief description of the basis for estimated costs, and how project costs can be adjusted to conform to construction budgets, regulatory review and bid schedules. The Statement of Probable Construction Costs shall be submitted in CSI format using the standard 16 Divisions. Costs shall be adjusted to the projected bid date and broken down by individual scope elements. Included in the Statement of Probable Construction Costs shall be all additional Project costs to comply with all applicable Ordinances, Resolutions, and Administrative Orders affecting the Construction Project (Refer to Section 8.09.B).

2.01.A.1.C.1) If the statement of Probable Construction Costs exceeds allocated funds, the Consultant shall prepare recommendations for reducing the scope of the Project in order to bring the estimated costs within allocated funds at no additional cost to the owner. A Service Order to proceed with Phase II will not be issued if the Statement of Probable Construction Costs exceeds the total allocated budget for construction, unless the Consultant and the Owner agree on methods to enable construction to be completed within the funds available.

2.01.A.2) The Consultant shall submit eight (8) copies of documents required under this Phase as part of basic services for review and approval by the Owner. The Consultant shall not proceed to the next Phase of the Project until the Owner issues an authorization to proceed. The review (check) set shall be returned to the Owner.

2.01.B) Phase II - Schematic Design:

2.01.B.1) Upon receipt of an authorization to proceed from the Owner and based on the owner-approved Programming Document, the Consultant shall prepare and present the Design Concept and Schematics Report for approval by the Owner. The Owner shall review the documents for program compliance only; it is the Consultant's responsibility to coordinate their work as well as the work generated by the various Sub-consultants involved with the Project. The report must include Schematic Design Studies, a Rendering an updated Project Development Schedule and an updated Statement of Probable Construction Costs as defined below:

2.01.B.1.A) The Schematic Design Studies shall consist of site plans, floor plans, elevations, sections and all other elements required to show the scale and relationship of the components, thematic and design concepts of the whole. Site plans shall include a zoning analysis and identification of any special site or environmental requirements affecting the site. The floor plans may be single line diagrams.

2.01.B.2.B) A simple perspective rendering or sketch, model or photograph thereof shall be provided to further show the design concept. Studies shall include a general description of the major components (civil, structural, mechanical and electrical systems) of the Project.

2.01.B.2.C) The consultant shall submit an updated Project Development Schedule showing the proposed completion date of each of the remaining phases of the Project. This task must also address the extent to which development actions affect current operations and revenue. Schedules must include reasonable allocations of time, including periods necessary for review, approval, permitting, and contingencies. The Consultant shall be held directly responsible for adhering to the Project Development Schedule and requirements for submittal that are related to their scope of work under this Agreement (Refer to Sections 8.04.C).

2.01.B.2.C.1) Each time any portion of the Project Development Schedule is not met through no fault of the Owner, and/or a required submittal is incomplete the Consultant must submit an Updated Project Development Schedule in accordance with the requirements of 2.01.B.2.C above within seven (7) calendar days. Said Development Schedule must include a "Recovery Plan"

component providing a detailed explanation for said deviation, and proposal for recovering lost time. When delays are Owner-caused, the Consultant shall so state. The Owner must approve all updated Project Development Schedules.

2.01.B.2.D) The consultant shall submit an updated Statement of Probable Construction Costs consisting of a detailed breakdown of the estimated cost of the building(s), including fixed equipment, site improvements, professional fees, construction contingency allowance, movable equipment (as applicable), utility service extensions and funding allocation evaluation. The Statement of Probable Construction Costs shall be submitted in CSI format using the standard 16 Divisions. Costs shall be adjusted to the projected bid date and broken down by individual scope elements. Included in the Statement of Probable Construction Costs shall be all additional Project costs to comply with all applicable Ordinances, Resolutions, and Administrative Orders affecting the Construction Project (Refer to Section 8.09.B).

2.01.B.2.D.1) If the statement of Probable Construction Costs exceeds allocated funds, the Consultant shall prepare recommendations for reducing the scope of the Project in order to bring the estimated costs within allocated funds at no additional cost to the owner. A Service Order to proceed with Phase II will not be issued if the Statement of Probable Construction Costs exceeds the total allocated budget for construction, unless the Consultant and the Owner agree on methods to enable construction to be completed within the funds available.

2.01.B.3) The Consultant shall submit eight (8) copies of documents required under this Phase as part of basic services for review and approval by the Owner.

2.01.B.4) The Consultant shall return the review (check) sets of documents from the Programming Phase submission. The Consultant shall provide an appropriate response to all review comments noted on the previous Phase documents. The Consultant shall not proceed to the next Phase of the Project without the Owner's authorization to proceed.

2.01.C) Phase III - Design Development

2.01.C.1) Upon receipt of an authorization to proceed from the Owner, and based on the approved Programming and Schematic Design

documents, the Consultant shall prepare for approval by the Owner and present in writing and, if requested by the Owner, at an oral presentation, the following: Design Development Documents, an updated Project Development Schedule and an updated Statement of Probable Construction Costs as defined below. The Owner shall review the documents for program compliance only; it is the Consultant's responsibility to coordinate their work as well as the work generated by the various Sub-consultants involved with the Project.

- 2.01.C.1.A)** The Design Development Documents shall consist of drawings (site plans, floor plans, elevations, sections, etc.), outline specifications, and other documents that delineate and describe the character of the entire Project with respect to architectural design; thematic concept; civil, structural, mechanical and electrical systems; landscaping; construction materials and finishes and other items incidental thereto as may be appropriate and applicable. Consultant's staff from each of the major technical disciplines shall attend the oral presentation (if requested by the Owner), to explain the design concepts.
- 2.01.C.1.B)** An updated Development Schedule showing the proposed completion date of each of the remaining Phases of the Project (Refer to Section 2.01.B.2.C).
- 2.01.C.1.C)** An updated Statement of Probable Construction Costs (Refer to Section 2.01.B.2.D).
 - 2.01.C.1.C.1)** If the updated statement of Probable Construction Costs exceeds allocated funds, the Consultant shall prepare recommendations for reducing the scope of the Project in order to bring the estimated costs within allocated funds at no additional cost to the Owner. An authorization to proceed with Phase IV will not be issued if the latest Statement of Probable Construction Costs exceeds the total allocated budget for construction, unless the Consultant and the Owner agree on methods to enable construction to be completed within the funds available.
- 2.01.C.2)** The Consultant shall submit eight (8) copies of documents required under this Phase as part of basic services for review and approval by the Owner.
- 2.01.C.3)** The Consultant shall return the review (check) sets of documents from the Schematic Phase submission. The Consultant shall provide an

appropriate response to all review comments noted on the previous Phase documents. The Consultant shall not proceed to the next Phase of the Project without the Owner's authorization to proceed.

2.01.D) Phase IV - Construction Documents Development

2.01.D.1) Upon receipt of an authorization to proceed from the Owner the Consultant and their Sub-Consultants shall visit the site once again to confirm if there have been any changes to the existing site conditions. The Consultant shall promptly inform the Owner of any changes that could require restoring site to previous existing conditions, or that shall require the Consultant and their Sub-Consultants to modify the plans and drawings to adjust to newly encountered conditions. The Consultant shall, based on the approved Design Development Documents and this subsequent site visit, prepare the Final Construction Documents setting forth in detail the requirements for the construction of the Project, including the Proposal-Agreement (Bid) form, Conditions of the Contract with all necessary information for the bidders, complete drawings and the Project Manual. The Consultant is responsible for complete coordination between the architectural/engineering/interpretive disciplines and compliance of the Design and Construction Documents with all applicable Codes.

2.01.D.2) Fifty percent (50%) Construction Documents Submittal: The Consultant shall prepare and submit a fifty percent (50%) Construction Documents submittal for review and approval by the Owner which shall include the items indicated below. The Owner shall review the documents for program compliance only; it is the Consultant's responsibility to coordinate their work as well as the work generated by the various Sub-consultants involved with the Project.

2.01.D.2.A) Eight (8) sets of all fifty percent (50%) construction drawings. The Consultant shall include a complete index of drawing sheets with all anticipated drawings necessary to fully define the construction and an estimate of the current percent of completion of each of the drawings.

2.01.D.2.B) Eight (8) sets of the Project Manual. The Consultant shall in their preparation of the Project Manual, use CSI Standards, including the 16-Division and 4-Part Section format, developed and recommended by the Construction Specifications Institute (CSI). The Project Manual at the 50% Construction Documents submittal shall include all sections of "Division 1" which shall be one hundred percent (100%) completed, and all of the technical specification sections, which shall be fifty percent

(50%) completed to include the section's contents. These specifications shall be in final form, except as may be revised through the review process and shall be more than merely outline specifications as submitted during the Design Development Phase.

- 2.01.D.2.C) Color boards, which shall show complete color selections for all finish materials.
- 2.01.D.2.D) An updated Development Schedule showing the proposed completion date of each of the remaining Phases of the Project (Refer to Section 2.01.B.2.C).
- 2.01.D.2.E) An updated Statement of Probable Construction Costs (Refer to Section 2.01.B.2.D).

2.01.D.2.E.1) If the updated statement of Probable Construction Costs exceeds allocated funds, the Consultant shall prepare recommendations for reducing the scope of the Project in order to bring the estimated costs within allocated funds at no additional cost to the Owner.

The Consultant may include deductive/additive alternate bid items at no additional cost to the Owner if approved or directed by the Owner.

An authorization to proceed with further Construction Documents Development will not be issued if the latest Statement of Probable Construction Costs exceeds the total allocated budget for construction, unless the Consultant and the Owner agree on methods to enable construction to be completed within the funds available.

- 2.01.D.3) The Consultant shall return the review (check) sets of documents from the Design Development Phase submission. The Consultant shall provide an appropriate response to all review comments noted on the previous Phase documents. The Consultant shall not proceed to the next Phase of the Project without the Owner's authorization to proceed.
- 2.01.D.4) The Consultant shall not proceed with further Construction Documents Development until approval of the 50% documents is received from the Owner and authorization issued to proceed with the next phase. Approval by the Owner shall be for progress only and does not relieve the Consultant of its responsibilities and liabilities relative to code compliance and to other covenants contained in this Agreement. The

Consultant shall resolve all questions indicated on the documents and make all changes to the documents necessary in response to the review commentary.

2.01.D.5) Rendering Requirements: At approximately seventy-five percent (75%) completion of the Construction Documents, the Consultant shall submit a minimum of four (4) studies of proposed perspective drawings of the Project indicating suggestions for angles of view and general composition of a rendering. Upon the Owner's selection of a perspective format, the Consultant shall execute final renderings for submission with one hundred percent (100%) Construction Documents submittal.

2.01.D.6) One hundred percent (100%) Construction Documents Submittal: The Consultant shall prepare and submit a one hundred percent (100%) Construction Documents submittal for final review, comments and approval by the Owner. The Owner shall review documents for program compliance only; it is the Consultant's responsibility to coordinate their work as well as the work generated by the various Sub-consultants involved with the Project. The one hundred percent (100%) submittal shall include the following:

2.01.D.6.A) Eight (8) sets of all one hundred percent 100% construction drawings.

2.01.D.6.B) Eight (8) sets of the Project Manual. These specifications shall be in final form, except as may be revised through the review process.

2.01.D.6.C) Eight (8) sets of all reports, programs, and similar documents necessary for the issuance of documents for bidding and Construction Contract award.

2.01.D.6.D) Final rendering submittal consisting of three (3) 20" x 30" framed and glassed (in non-reflective glazing) perspective rendering in color and three (3) 10" x 15" framed and glassed (in non-reflective glazing) color photographic copies of the rendering.

2.01.D.6.E) An updated Development Schedule showing the proposed completion date of the Project (Refer to Section 2.01.B.2.C) and proposed date of occupancy.

2.01.D.6.F) An updated Statement of Probable Construction Costs (Refer to Section 2.01.B.2.D). The Statement of Probable Construction Costs shall include all adjustments necessary for

projected award date, changes in requirements, or general market conditions. If the Statement of Probable Construction Cost exceeds the total allocated budget for construction, the Consultant is responsible for reviewing materials, equipment, component systems and types of construction included in the Contract Documents and shall recommend changes in such items, reasonable adjustment in the scope of the Project and/or Deductive/Additive Alternates that will result in bids within the allocated budget. All such changes in the Contract Documents shall be made at no additional cost to the Owner. It is agreed that any "Statement of Probable Construction Costs" or Cost Estimate prepared by the Consultant represents a reasonable estimate of cost in their best judgment as a professional familiar with the local construction industry, applicable County Resolutions, Administrative Orders and Ordinances and that the Consultant has no control over the market conditions. The Consultant therefore, cannot and does not guarantee that bids will not vary from the Cost Estimate.

2.01.D.6.F.1) If the updated statement of Probable Construction Costs exceeds allocated funds, the Consultant shall prepare recommendations for reducing the scope of the Project in order to bring the estimated costs within allocated funds at no additional cost to the Owner.

2.01.D.7) The Owner's permit expeditor, not the Consultant will usher or "walk-through" the permit documents through the Miami-Dade County Building Department and other applicable regulatory agencies. The Consultant shall address revisions and attend meetings as required to resolve code compliance comments. The Consultant shall assist the Owner in filing and following-up for permit approvals at the earliest practicable time during the performance of the services. The Consultant is responsible for preparing all the necessary portions of the Construction Documents necessary for approval by County, State and/or Federal regulatory authorities having jurisdiction over the Project by law or contract with the County and shall assist in obtaining any such applicable certifications of "permit approval" by such authorities prior to approval by the Owner of the one hundred percent (100%) Construction Documents. The Consultant shall promptly, at any time during the performance of the Services hereunder, advise the Owner of any substantial increases in costs set forth in the Statement of Probable Construction Cost that in the opinion of the Consultant is caused by the requirement(s) of such regulatory authorities. The Consultant will be issued a reimbursable expense Service Order for "dry-run" and other permit fees paid to authorities that have jurisdiction over the work.

- 2.01.D.8) The Consultant shall return the fifty (50%) percent review (check) sets.
- 2.01.D.9) The Consultant shall make all required changes and resolve all questions presented by the Owner and/or regulatory authorities on the documents. The one hundred percent (100%) complete check set(s) shall be returned to the Owner. Upon final approval by the Owner, the Consultant shall furnish five (5) sets of all drawings and Project Manuals to the Owner, without additional charge.
- 2.01.D.10) If requested by the Owner, the Consultant shall prepare and/or assist the Owner in the preparation of documents to initiate the bid and award for the Project.

2.01.E) Phase V - Bidding and Award of Contract

- 2.01.E.1) Approval of Bid Documents and Printing: Upon obtaining all necessary approvals of the Construction Documents from authorities having regulatory jurisdiction, and acceptance by the Owner of the Bid Documents and latest Statement of Probable Construction Cost, the Consultant shall assist the Owner in obtaining bids, preparing and awarding the Construction Contract. The Owner, for bidding purposes, will have the bid documents (drawings and Project Manual) printed through its existing agreements with printing firms, or, at its own discretion, may authorize such printing as a reimbursable service to the Consultant.
- 2.01.E.2) Issuance of Bid Documents, Addenda, Pre-Bid Meetings, and Bid Opening:
 - 2.01.E.2.A) If requested by the Owner, the Consultant shall assist the Owner, in issuing the Bid Documents to prospective bidders.
 - 2.01.E.2.B) The Consultant shall record all questions, prepare and issue an appropriate response to such questions (Addenda), if any are required, during the bidding period. When requested by the Owner, the Consultant shall advise all bidders to submit in writing, any questions to which a response is necessary to prepare a bid on the Project. The Consultant shall maintain a complete log of addenda issued on an Owner furnished form. No addenda shall be issued without the Owner's concurrence.
 - 2.01.E.2.C) The Owner has established a policy requiring a "Pre-Bid Meeting", for Projects. The Consultant shall attend all Pre-Bid

Meetings and require attendance of major sub-consultants at such meetings. The Consultant shall record the minutes of said meetings. The Consultant shall prepare, no later than two (2) days after said meeting, minutes of meeting(s), prepare, and issue Addenda responding to issues raised at the pre-bid meeting(s).

- 2.01.E.2.D) The Consultant shall be present at the bid opening with the Owner's staff.
- 2.01.E.3) The Consultant shall assist the Owner in the evaluation and analysis of bids, determining the responsiveness of bids and the preparing of documents for Award of Contract. If the lowest responsive Base Bid received exceeds the Total Authorized Design Value for Construction, the Owner may:
 - 2.01.E.3.A) Approve the increase in the Project Budget and award a Contract;
 - 2.01.E.3.B) Reject all bids and re-bid the Project within a reasonable time with a reduced scope at no additional compensation to the Consultant;
 - 2.01.E.3.C) Direct the Consultant to revise the scope and/or manner of construction, and re-bid the Project. If the bid price exceeds total allocated funds by more than 10% the Consultant shall, without additional compensation, modify the Construction Documents as necessary to bring the Probable Construction Cost based on such revisions within the Total Authorized Design Value.
 - 2.01.E.3.D) Suspend or abandon the Project.
- 2.01.F) **Phase VI - Administration of the Construction Contract**
 - 2.01.F.1) Each Construction Phase will commence with the award of a Construction Contract and will terminate when the Owner approves the Contractor's final Capital Project Payment Certificate. During this period, the Consultant shall provide Administration of the Construction Contract and this Agreement.
 - 2.01.F.2) The Consultant, as the representative of the Owner during the Construction Phase, shall advise and consult with the Owner and shall have the authority to act on behalf of the Owner to the extent provided in the Construction Contract.

2.01.F.3) The Consultant shall provide a full-time Field Representative during the construction period as part of the Basic Services. The prime consultant shall visit the site to conduct construction meetings, field inspections once a week and at any time at the request of the Owner. The prime Consultant shall visit the site at all key construction events, and to ascertain the progress of the work and to determine, in general, if the work is proceeding in accordance with the Contract Documents. Sub consultants shall be required to visit the site as appropriate to conduct field inspections, to ascertain the progress of the Project and determine, in general, if the Work is proceeding in accordance with the Contract Documents and at the request of the Owner. The Consultant and their Sub consultants shall provide all certifications and inspections required by the authorities having jurisdiction; threshold inspection (when required by the nature of the work as determined by the regulatory agencies having jurisdiction) shall be provided by the Consultant and compensated as an Additional/Reimbursable service. On the basis of on-site observations, the Consultant and their Sub consultants shall endeavor to safeguard the Owner against defects and deficiencies in the work of the Contractor. The Consultant will be responsible at no additional cost to the Owner for writing and distributing minutes of all meetings and field inspection reports they are asked to attend. The Consultant shall distribute the minutes within two (2) days of said meeting. The Consultant and their Sub consultants will not be held responsible for construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the work for which the Contractor is responsible. The Consultant and their Sub consultants will not be held responsible for the Contractor's or Subcontractors', or any of their agents' or employees' failure to perform the work in accordance with the Contract unless such failure of performance results from the Consultant's acts, errors or omissions.

2.01.F.4) The Consultant shall furnish the Owner with a written report of all observations of the work and require all Sub consultants to do same during each visit to the site. The report shall also note the general status and progress of the work. Copies of said report shall be submitted to the Contractor and Owner within two (2) days of the site visit. Copies of the reports shall be attached to the request for monthly professional services payment for the Construction Administration Services Phase. If requested by the Owner, the Consultant and/or Sub consultants shall provide additional detail on written reports of observations of the work. The Consultant's failure to provide written reports of all site visits or minutes of meeting in accordance with this Agreement shall result in a proportional reduction in Construction Administration fees paid to the Consultant. The

Consultant and their Sub consultants shall ascertain that the Contractor is making timely, accurate, and complete notations on the "record drawings".

- 2.01.F.5)** Based on observations at the site and consultation with the Owner, the Consultant shall promptly review the Contractor's payment requisitions, determine the amount due the Contractor, and shall recommend approval of such amount. This recommendation shall constitute a representation, by the Consultant, to the Owner, that to the best of the Consultant's knowledge, information and belief, the work has progressed to the point indicated, the quality of the work is in accordance with the Contract Documents and the Contractor is entitled to amounts stated on the requisition subject to:
- 2.01.F.5.A)** Detailed evaluation of the work for conformance with the Contract Documents;
 - 2.01.F.5.B)** The results of testing required by the Contract Documents; for which final results have not been received,
 - 2.01.F.5.C)** Minor deviations from the Contract Documents correctable prior to completion;
 - 2.01.F.5.D)** Specific written representations made by the Contractor on the Capital Project Payment Certificate or attachments thereto; and prior to recommending payment to the Contractor, the Consultant will prepare a written statement to the Owner on the status of the work relative to the Construction Schedule, which shall be attached to the Contractor's Requisition. Such statement shall be prepared immediately following the payment requisition review field meeting and shall not be cause for delay in timely payment to the Contractor pursuant to the Miami Dade County Prompt Payment Ordinance hereby included by reference.
- 2.01.F.6)** For purposes of this Phase, the Consultant shall be the interpreter of the Contract Documents. The Consultant shall make written recommendations on all claims from the Contractor relating to the execution and progress of the work and all other matters or questions related thereto.
- 2.01.F.7)** The Consultant shall have the authority to recommend rejection of work that does not conform to the Contract Documents. Whenever, in their opinion, the Consultant considers it necessary or advisable to insure compliance with the Contract Documents, they will have the authority to recommend special inspection or testing of any work

deemed to be not in accordance with the Contract, whether or not such work has been fabricated or delivered to the Project, or installed and completed.

- 2.01.F.8)** The Consultant shall promptly review and approve shop drawings, samples, and other submissions from the Contractor at no additional charge to the Owner. Changes or substitutions to the Contract Documents shall not be authorized without concurrence of the Owner and shall be authorized by Change Proposal Request. The Consultant shall have a maximum of fourteen (14) calendar days from receipt of shop drawings or other submittals by the Contractor, to return said shop drawings or submittals to the Contractor with comments indicating either approval or disapproval.
- 2.01.F.9)** The Consultant shall initiate and prepare required documentation for Changes as required by their own observations or as requested by the Owner, and shall review and recommend action on proposed Changes at no additional charge to the Owner. Where the Contractor submits a request for Change Order or Change Proposal Request, the Consultant shall, within fourteen (14) calendar days, review and submit to the Owner, their recommendation along with an analysis and/or study supporting such recommendation as applicable at no additional charge to the Owner.
- 2.01.F.9.A)** The Consultant shall not receive additional compensation for revisions to drawings associated with changes to the contract due to errors or omissions for which the Consultant is responsible.
- 2.01.F.10)** The Consultant and their Sub-Consultants shall examine the work upon receipt of the "Contractor's Request for Substantial Completion Inspection" and shall recommend execution of a "Certificate of Acceptance for Substantial Completion" after first ascertaining that the Project meets minimum requirements for substantial completion in accordance with the Contract requirements. The Consultant and their sub-consultants in conjunction with the Owner shall prepare a "Punch List" of any defects and discrepancies in the work. The Consultant shall recommend execution of a "Certificate of Final Acceptance" and final payment to the Contractor upon satisfactory completion of all items on the "Punch List" and receipt of all necessary close-out documentation from the Contractor, including but not limited to all warranties, operating and maintenance manuals, releases of claims and such other documents and certificates required by applicable codes, laws, and the Contract Documents.

- 2.01.F.11)** The Consultant shall monitor and provide assistance relative to instruction of the Owner's personnel in the operation and maintenance of any equipment or system, and initial start-up and testing, adjusting and balancing of equipment and systems to assure a smooth transition from construction to occupancy of the Project.
- 2.01.F.12)** The Consultant shall furnish to the Owner the original documents revised to "record drawings and specifications" condition within thirty (30) days of receipt of the field record set from the Contractor. Transfer of changes made by approved "Change Proposal Requests", "Requests for Information", substitution approvals, or other clarifications will be the Consultant's responsibility to incorporate into the "record" documents. Changes made in the field to suit field conditions, or otherwise made by the Contractor for their convenience shall be marked by the Contractor on the "Field Record Set" and transferred to a copy of the original Contract Documents ("Final Record Set") by the Consultant. The original documents, the "Field Record Set" and the "Final Record Set" shall become the property of the Owner.
- 2.01.F.13)** The Consultant shall furnish to the Owner one complete set of "Record Drawings" in Auto CADD (version as agreed to by Owner and Consultant, but not less than version 14 or 2000) formatted on a CD, in drawing (*.dwg) files and one complete set of "Record Drawings" in AutoCADD formatted on a CD, in PLT format (print ready.) Such CD's shall become the property of the Owner.
- 2.01.F.14)** The Consultant shall furnish to the Owner one simplified site plan and floor plan(s) reflecting "Record Drawings" conditions with graphic scale and north arrow. Plans must show room names, room numbers, overall dimensions, square footage of each floor area. Two (2) copies shall be furnished on 11" x 17" sheets and in Auto CADD formatted on a CD, in drawing (*.dwg) format and one in PLT format (print ready.) Such CD's shall become the property of the Owner.
- 2.01.G)** **Warranty Administration**
- 2.01.G.1)** The Consultant and their Sub-Consultants shall assist the Owner with inspections of defects reported during the one-year warranty period and shall oversee and represent the Owner with the correction of defective Work or warranty corrections that may be discovered during said warranty period at no additional cost to the Owner. The Consultant and their Sub-Consultants (as needed) should participate with the Owner's representatives in the one year warranty inspection, coordinate the issuance of any corrective punch lists required as a result of such inspection; and monitor the contractor's compliance with

such corrective punch lists. The Consultant's assistance may be sought by the Owner for warranties exceeding one year, for which the Consultant will be compensated as mutually agreed to by the Consultant and Owner.

2.02) ADDITIONAL SERVICES

- 2.02.A) Other Services as listed below are generally considered to be beyond the scope of the Basic Services as defined in this Agreement. The Consultant shall provide these services, if authorized by an appropriate "Service Order", and will be compensated for as provided under Section 5.02 and will be paid from the Allowance Account referenced in Section 8.09M.
- 2.02.A.1) Financial feasibility, life cycle costing, planning surveys, site evaluations, land use analysis, visitor analysis, or comparative studies of related prospective sites.
 - 2.02.A.2) Design services relative to future facilities, systems and equipment associated with the site that are or are not intended to be constructed as part of this Project.
 - 2.02.A.3) Research, analysis, and recommendations for design criteria packages for design/ build projects associated with this site.
 - 2.02.A.4) Any additional special professional services (other than the normal architectural, civil, structural, mechanical, electrical engineering and landscape services) as may be required for the Project, including but not limited to: additional planning and programming services not already included in the basic services, acoustical, interior design, additional food services not already included in the basic services, theatrical, electronic, artists, sculptors and soils Consultant.
 - 2.02.A.5) The services of a special inspector for those items not included in the certification required by the authorities having jurisdiction and threshold inspection.
 - 2.02.A.6) Not used
 - 2.02.A.7) Major revisions to the drawings and specifications when such revisions are inconsistent with written approvals or instructions previously given by the Owner and are due to causes beyond the control of the Consultant. (Major revisions are defined as those changing the scope, engineering systems, scheme, or any significant portion thereof from what was previously approved).

- 2.02.A.8) Preparing to serve as an expert witness in connection with any public hearing, arbitration proceeding, or legal proceeding.
- 2.02.A.9) Investigations, detailed appraisals and valuations of existing facilities, and surveys or inventories required in connection with construction performed by the Owner.
- 2.02.A.10) Services for planning tenant or rental spaces unless included in the scope of work.
- 2.02.A.11) Any other services not otherwise included in this Agreement or not customarily furnished in accordance with generally accepted architectural design practice.

2.03) REIMBURSABLE SERVICES

- 2.03.A) Reimbursable Expenses are those authorized by the Owner in addition to the "Basic services" and "Additional Services" and consist of actual expenditures made by the Consultant and the Consultant's employees, Sub consultants and Special Consultants in the interest of the Project for the purposes listed below. Reimbursable Expenses shall be paid from a dedicated allowance, if one is established for such purposes. Otherwise, Reimbursable Expenses will be paid from the Allowance Account referenced in Section 8.09M.
 - 2.03.A.1) Authorized travel, lodging and meals in connection with the Project subject to limitations imposed by Chapter 112.061, Florida Statutes, and County Administrative Orders;
 - 2.03.A.2) Costs/Fees paid for securing approvals of authorities having jurisdiction over the work;
 - 2.03.A.3) Reproductions, excluding those for the office use of the Consultant, Sub-Consultant(s), permit reviews and check/review sets required by the Agreement;
 - 2.03.A.4) Mailing of Bid Documents (if required).
 - 2.03.A.5) Courier services.
 - 2.03.A.6) Other equipment or supplies, if specifically requested and authorized by the Owner.
 - 2.03.A.7) The Owner after verifying appropriate bills, invoices or statements will reimburse the Consultant for the costs of Reimbursable Expenses.

2.04) DEDICATED ALLOWANCES

2.04.A) Other Services as listed below are generally considered to be beyond the scope of the Basic Services as defined in this Agreement. The Consultant shall provide these services, if authorized by an appropriate "Service Order", and will be compensated for as provided under Section 5.02. At the discretion of the Owner, the Consultant may be authorized to perform the following Services:

2.04.A.1) Special professional services associated with the Outdoor Themed Park Attraction Development within the Richmond Naval Air Station (RNAS) area. The aggregate sum for all payments to the Consultant for these Services authorized on this Project shall be limited to \$ 500,000.

ARTICLE 3 – SUBCONSULTANTS

3.01) DEFINITION

3.01.A) A Sub consultant is a person or organization which is properly registered as a professional Architect, Engineer, Landscape Architect, or other qualified professional in other fields not requiring professional registration, who has signed an Agreement with the Consultant to furnish professional services for the scope of work described under Section 1.10.

3.02) SUBCONSULTANTS' RELATIONS

3.02.A) All services provided by the Sub consultants shall be pursuant to appropriate agreements between the Consultant and Sub consultants which shall contain provisions that preserve and protect the rights of the Owner and the Consultant under this Agreement, and which impose no responsibilities or liabilities on the Owner.

3.02.B) The Consultant proposes to utilize the following Sub consultants for the Project:

Firm Name: Donnell, Duquesne & Albaisa, P.A.

Consulting Service: General Structural Engineering

Firm Name: Louis J. Aguirre & Associates, Inc.

Consulting Service: General Mechanical Engineering, General
Electrical Engineering

Firm Name: Curtis-Rogers Design Studio, Inc.

Consulting Service: Landscape Architecture

Firm Name: EHDD Architecture

Consulting Service: Zoo Planner/Designer

Firm Name: Lyons/Zaremba, Inc.

Consulting Service: Interpretive/Exhibit Designer

Firm Name: Weidener Surveying & Mapping, P.A.

Consulting Service: Surveying and Mapping, Land Surveying

Firm Name: Rumsey Engineers, Inc.

Consulting Service: Sustainability Consultant

Firm Name: MWH Americas, Inc.

Consulting Service: Life Support Consultant

Firm Name: ORCA Consulting Group

Consulting Service: Crowd Control Consultant

Firm Name: Oppenheim Lewis, Inc.

Consulting Service: Cost Control Consultant

Firm Name: Ford Engineers, Inc.

Consulting Service: Environmental Engineering,
Stormwater Drainage Design Engineering Services,
General Civil Engineering

- 3.02.C) The Consultant shall not change any Sub consultant without the Owner's approval. A written request from the Consultant must be submitted to the owner, stating the reasons for the proposed change.
- 3.02.D) The Consultant is required under this Agreement to achieve the following Contract measures applied to this project as shown in the attached Schedule of Participation and letter of Intent as presented in the Consultant's proposal for the project.

14% Community Business Enterprise (CBE) Goal

ARTICLE 4 - THE OWNER'S RESPONSIBILITIES

4.01) INFORMATION FURNISHED

- 4.01.A) The Owner, at its expense, shall furnish the Consultant with the following information, or may authorize the Consultant to provide the information as a Dedicated Allowance/Additional/Reimbursable Service. The Consultant will be entitled to rely on the accuracy and completeness of all information provided by the Owner.
 - 4.01.A.1) A survey of the proposed Project site if available. The survey shall give boundary dimensions, location of existing structures or similar site improvements; trees; the grades and lines of street, pavement and adjoining properties; right of ways, restrictions and easements; topographic data of the building site; and information as it relates to sewer, water, gas and electrical services available to the site.
 - 4.01.A.2) Soil borings or test pits; chemical, mechanical, structural, or other tests when deemed necessary; and if required by the Consultant, an appropriate professional interpretation thereof and recommendations. The Consultant shall recommend such necessary tests to the Owner.
 - 4.01.A.3) Information regarding the Project budget, Owner's procedures, guidelines, forms, formats and assistance to establish the Project program per Section 2.01.A.1 of this Agreement.

4.02) PROJECT MANAGEMENT

- 4.02.A) The Department Director, or her designee shall act on behalf of the Owner in all matters pertaining to this Agreement, and shall approve all Service Orders to the Consultant and all invoices for payment to the Consultant.

- 4.02.B) The Department Director shall designate a Project Manager to act as liaison between the Consultant and the Owner. The Consultant shall have general responsibility for management of the Project through all Phases of the work included in this Agreement. The Consultant shall meet with the Project Manager at periodic intervals throughout the preparation of the Contract Documents to assess the progress of the Consultant's work in accordance with approved "Project Development Schedule" to establish and/or review programmatic requirements and scope of Project. The Consultant and their Sub consultants should visit the site periodically during the Design Phase to assess existing conditions.
- 4.02.C) During the construction phase, the Consultant shall provide services for the responsibilities assigned to the Consultant by the "General Conditions" and "Supplementary Conditions" of the construction contract.

ARTICLE 5 - BASIS OF COMPENSATION

5.01) **BASIC SERVICES FEE:** The Owner agrees to pay the Consultant, and the Consultant agrees to accept for Basic Services rendered pursuant to this Agreement, fees computed under Section, 5.01B, of this Agreement called the "Basic Fee".

5.01.A) **Percentage of Construction Cost (Not Applicable)**

5.01.B) **Agreed Lump Sum**

5.01.B.1) Under this compensation basis, the Consultant agrees to perform the Basic Services described in this Agreement for an agreed fixed dollar amount of compensation.

5.01.B.2) The aggregate sum for all payments to the Consultant for Basic Services authorized on this Project shall be limited to \$ 5,551,500.

5.01.C) **Multiple of Direct Salary Expense**

Fees calculated on an hourly basis shall be a multiple of 2.9 times the salary rate paid to personnel directly engaged on the Project and in no case shall the maximum billable hourly rate (including multiples) exceed \$ 130 per hour for prime and Sub consultant except as specifically provided herein. The rate for personnel shall be as determined from the actual paid salaries reported to the Department of Internal Revenue. If a full-time project Field Representative is required the multiple shall not exceed 2.1. Said fee shall constitute full compensation for all costs incurred in the performance of the work such as supervision, overhead and

profit, fringe benefits, operating margin and all other costs not covered by reimbursable expenses. Over-time rates must be authorized by the Owner in advance and at no time exceed time-and-a-half. Principals shall not receive additional compensation for performance of over-time work.

5.01.C.1) Personnel directly engaged on the Project by the Consultant may include Engineers, Designers, Job Captains, Draftspersons, Specification Writers, Field Accountants and Inspectors engaged in construction, research, design, production of drawings, specifications and related documents, construction inspection and other services pertinent to the Project during all phases thereof.

5.01.C.2) Multiple of Direct Salary Expense services fees shall not include charges for office rent or over-head expenses of any kind, including local telephone and utility charges, office/drafting supplies, depreciation of equipment, professional dues, subscriptions, reproductions of drawings and/or specifications, mailing, stenographic, clerical, or other employee time or travel and substance not directly related to the Project. The multiple factor set forth above shall cover all such costs pertinent to the Project. Authorized reproduction costs in excess of that required at each Phase of the work shall be considered a Reimbursable Service as defined in Article 2.03 of this Agreement.

5.01.C.3) The consultant shall be compensated at the flat rate of \$ 130 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 principals:

John R. Forbes

5.01.D) Fee for Design of Additive Alternates

5.01.D.1) The design of additive alternates authorized by the Owner will be considered a Basic Service.

5.01.D.2) The Consultant shall not be entitled to compensation for Phases I through IV (design through bidding) for alternates required because of the failure of the Consultant to design the Project so that it may be constructed within the total allocated construction funds. The Owner may recognize exceptional construction market cost fluctuations to relieve the Consultant of this provision, before exercising this option.

5.01.E) Fee for Work Authorized from the Construction Contingency Allowance

5.01.E.1) When a portion or all of the Construction Contingency Allowance is utilized to authorize changes to the Construction Contract, the Consultant will be authorized an Additional Services fee for that amount computed by the method agreed upon under Article 5.01.B or 5.01.C of this Agreement, provided that such changes are not attributable to errors or omissions.

5.01.F) Fee for Change Orders to the Construction Contract

5.01.F.1) The Consultant will be authorized an Additional Services fee for that amount computed by the method agreed upon under Article 5.01.B or 5.01.C of this Agreement, for additional design fees ascribed to "Change Order Work", provided that such changes are not attributable to errors or omissions.

5.02) ADDITIONAL/REIMBURSABLE SERVICES FEE

5.02.A) At the discretion of the Owner, the Consultant may be authorized to incur Reimbursable Expenses described under Section 2.03 of this Agreement.

The Owner as verified by appropriate bills, invoices or statements will reimburse the costs of Reimbursable Expenses on a direct cost basis.

5.02.B) The fee for Additional Services will be computed by one of the methods outlined in 5.01.B and 5.01.C as mutually agreed to by the Owner and the Consultant.

At the discretion of the Owner, the Consultant may be authorized to perform Additional Services described under Section 2.02 of this Agreement.

If the Owner and Consultant cannot agree on a lump sum for Additional Services as described in Article 5.01.B, then the owner may direct the consultant to perform the services as a multiple of direct salary expense as defined in Article 5.01.C. Should the consultant refuse such a service work order; it may become the basis for termination of this agreement. Additional Services as requested will be paid from the Allowance Account as referenced in Section 8.09M.

ARTICLE 6 - PAYMENTS TO THE CONSULTANT

6.01) PAYMENT FOR BASIC SERVICES

- 6.01.A) Payment for Basic Services may be requested monthly in proportion to services performed during each Phase of the Work. Said payments shall, in the aggregate, not exceed the percentage of the estimated total Basic Compensation indicated below for each Phase.
- 6.01.A.1) 10% upon completion and approval of Phase I (Programming)
 - 6.01.A.2) 15% upon completion and approval of Phase II (Schematic)
 - 6.01.A.3) 25% upon completion and approval of Phase III (Design Development)
 - 6.01.A.4) 45% upon completion and approval of Phase 50% of IV (50% Documents)
 - 6.01.A.5) 70% upon completion and approval of Phase 100% of IV (100% Documents, submittal of required renderings and permitting and Dry Run)
 - 6.01.A.6) 75% upon completion of Phase V (Bid and Contract Award)
 - 6.01.A.7) 100% upon completion of Phase VI (Construction Administration and approval of all Work pursuant to section 2.01.E)
- 6.01.B) Partial payments not to exceed 90% in the aggregate may be made during Phase VI according to the overall percentage completed of the Construction Contract.
- 6.01.C) If the Construction Administration time is extended due to the Contractor's failure to substantially complete the work within the contract time, through no fault of the Consultant; they shall be compensated for any services required and/or expenses not otherwise included in the Basic Services in connection with such time extension(s) as Additional Services. The fee for such services will be mutually agreed to by the Consultant and the Owner, in accordance with Articles 5.01.B or 5.01.C.
- 6.01.D) All payments will be made upon receipt and review of duly certified invoices stating that the services for which payment is requested have been performed per this agreement. All invoices must be accompanied with a

current Utilization Report (UR). Payments will not be processed without the UR pursuant to Administrative Order 3-39.

6.02) PAYMENT FOR ADDITIONAL SERVICES AND/OR REIMBURSABLE EXPENSES

- 6.02.A)** Payment for Additional Services and/or Reimbursable Expenses may be requested monthly in proportion to the services performed.
- 6.02.B)** When such services are authorized as a Multiple of Direct Salary Expense, the Consultant shall submit the names, classification and salary rate per hour, as reported to the Department of Internal Revenue, hours worked, and total charge for all personnel directly engaged on the Additional Service, multiplied by the multiplier stated in Section 5.01.C of this Agreement. Billable hours must reflect hours paid and reported to the Internal Revenue Service.
- 6.02.C)** When services are authorized as a Reimbursable Expense; the Consultant shall attach the expense invoice with all supporting data necessary to substantiate costs reimbursement.
- 6.02.D)** All payments will be made on duly certified invoices stating that the services for which payment is requested have been performed pursuant to this agreement. All invoices must be accompanied with a current Utilization Report (UR). Payments will not be processed without the UR pursuant to Administrative Order 3-39.

ARTICLE 7 - REUSE OF PLANS AND SPECIFICATIONS

7.01) SCOPE OF SERVICES

- 7.01.A)** If the Owner elects to re-use the plans and specifications for other sites, for purposes other than that for which it was prepared, it shall be at the Owner's sole risk and holds the Consultant harmless for any liability arising out of any reuse of documents.
- 7.01.B)** The Consultant shall bind all Sub consultants to the Agreement requirements for re-use of plans and specifications.
- 7.01.C)** All notes, correspondence, documents, designs, drawings, renderings, calculations, specifications, models, photographs, reports, surveys, investigations, and any other documents and copyrights thereto for Services performed or produced in the performance of this Agreement, whether in paper or other hard copy medium or in electronic medium, except with

respect to copyrighted standard details and designs owned by the Consultant or owned by a third party and licensed to the Consultant for use and reproduction, shall become the property of the County. However, the County may grant an exclusive license of the copyright to the Consultant for reusing and reproducing copyrighted materials or portions thereof as authorized by the County in advance and in writing. In addition, the Consultant shall not disclose, release, or make available any document to any third party without prior written approval from County. The Consultant shall warrant to the County that he/she has been granted a license to use and reproduce any standard details and designs owned by a third party and used or reproduced by the Consultant in the performance of this Agreement. Nothing contained herein shall be deemed to exclude any document from Chapter 119 of the Florida Statutes.

ARTICLE 8 - GENERAL PROVISIONS

8.01) INDEMNIFICATION AND WAIVER OF LIABILITY

8.01.A) Pursuant to Section 725.08 of the Florida Statutes, the Consultant shall indemnify and hold harmless the Owner and its officers, employees, agents, and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the Owner or its officers, employees, agents, or instrumentalities may incur as a result of claims, demands, suits, causes of action, or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Contract by the Consultant or its employees, agents, servants, partners, principals, or subcontractors. 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 Owner, 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 Contract or otherwise provided by Consultant shall in no way limit the responsibility to indemnify, keep, and save harmless and defend the Owner or its officers, employees, agents, and instrumentalities as herein provided.

8.01.B) The Consultant agrees and recognizes that the Owner shall not be held liable or responsible for any claims which may result from any actions, errors or omissions of the Consultant in which the Owner participated either through review or concurrence of the Consultant's actions. In reviewing, approving or rejecting any submissions by the Contractor or other acts of the Consultant, the Owner in no way assumes or shares any responsibility or liability of the

Consultant or Sub consultants, the registered professionals (architects and/or engineers) under this Agreement.

8.02) ERRORS AND OMISSIONS

8.02.A) The Owner 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 is construction changes caused by design errors or omissions in the construction documents that were prepared by the Consultant. For the purposes of this contract provision, errors and omissions shall be dealt with as follows:

8.02. A.1) Errors and Omissions

It is specifically agreed that any construction changes categorized by the Owner, as caused by an error, an omission or any combination thereof in the contract documents that were prepared by the Consultant will constitute an additional cost to the Owner that would not have been incurred without the error. The damages to the Owner for errors, omissions or any combinations thereof shall be calculated as one hundred percent (100%) of the total cost of the change and includes direct and indirect costs. Damages shall include delay damages caused by the error, omission or any combination thereof. Should the Consultant disagree that all or part of such damages are the result of errors, omissions, or any combination thereof, the Consultant may appeal this determination in writing to the Department's Director. The Department Director's decision on all claims, questions and disputes shall be final, conclusive and binding upon the parties hereto unless such determination is clearly arbitrary or unreasonable. In the event that the Consultant does not agree with the decision of the Department's Director, the Consultant shall present any such objections in writing to the County Manager. The Department and the Consultant shall abide by the decision of the County Manager. This paragraph does not constitute a waiver of any party's right to proceed in a court of competent jurisdiction, after the above administrative remedies have been exhausted.

8.02.A.2) Payment for Damages arising out of Errors, Omissions or any Combination Thereof

~~So long as the total damages to the Owner caused by Consultant errors and/or omissions as calculated above remains less than three percent (3.0%) of the total construction cost of the Project, the Owner shall not look to the Consultant and/or the Consultant's insurer for reimbursement for errors and omissions. Should the total damages to the Owner caused by Consultant errors and/or omissions as calculated above exceed three percent (3.0%) of the total construction cost of the Project, the Owner shall recover the total cost of the~~

~~damages calculated above.~~ The Owner shall recover the total cost of the damages to the Owner caused by the Consultant's errors and/or omissions. To obtain such recovery, the Owner shall deduct from funds due the Consultant in this contract up to the amount of the Consultant's insurance deductible. Should the damages incurred by the Owner exceed the amount due under the contract or the Consultant's insurance deductible, whichever is greater, the Owner shall look to the Consultant and the Consultant's insurer for the remaining amount of additional damages incurred by the Owner. The recovery of additional costs to the Owner under this paragraph shall not limit or preclude recovery for other separate and/or additional damages that the Owner may otherwise incur.

8.02.A.3) 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 Owner.

8.02.A.4) For purposes of this section, direct and indirect costs shall be defined as in the general conditions section of the construction Project Manual for the Project.

8.03) INSURANCE

8.03.A) The Consultant shall not receive an authorization to begin until they have obtained all insurances required hereunder. The Consultant shall maintain all required insurances for the full term of this Agreement.

8.03.B) Insurance Required

8.03.B.1) Worker's Compensation Insurance: The Consultant shall maintain Worker's Compensation Insurance in compliance with Florida Statutes, Chapter 440.

8.03.B.2) Public Liability Insurance on a comprehensive basis in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage. Miami-Dade County must be shown as an additional insured with respect to this coverage.

8.03.B.3) Automobile Liability Insurance: The Consultant shall maintain Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with this Agreement in amounts not less than \$300,000 per occurrence for bodily injury and property damage combined.

8.03.B.4) Professional Liability Insurance: The Consultant shall maintain Professional Liability Insurance in the amount of \$1,000,000 providing for all sums which the Consultant shall be legally obligated to pay as

damages (deductible permitted not in excess of 10% of the coverage limits) for claims arising out of the negligent provision of services performed by the Consultant or by any person employed by him in connection with this Agreement. This insurance shall be maintained for at least one year after completion of the construction and acceptance of the Project. Any acceptance or allowance by the County of Professional Liability Insurance covering less than the full amount of the Consultant's liability provided under this Agreement shall not in any way limit or reduce the Consultant's liability under this Agreement.

8.03.C) The insurance coverage required shall include those classifications, as listed in standard insurance manuals, which most nearly reflect the operations of the Consultant.

8.03.D) All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida with the following qualifications:

8.03.D.1) The company must be rated no less than "B" as to management, and no less than Class "V" as to financial strength, by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to approval by the Owner's Risk Management Division.

8.03.D.2) Within fourteen (14) calendar days from acceptance of the terms of this agreement by both parties and prior to execution, the Consultant shall furnish the Owner (through the Project Manager) photocopies of their professional liability insurance policy and certificates of insurance. The certificates shall clearly indicate that the Consultant has obtained insurance of the type, amount, classification required by these provisions. No material change or cancellation of the insurance shall be effective without a 30-day prior written notice to and approval by Owner. Failure to comply with the insurance requirements listed in section 8.03 may result in the Owner's withholding or delaying payment to the Consultant.

8.04) PERFORMANCE

8.04.A) Performance and Delegation: The performance of this Agreement shall not be delegated or assigned by the Consultant without the written consent of the Owner, and such consent will not be given to any proposed delegation which would relieve the Consultant or their surety of their responsibilities under this Agreement. The services to be performed hereunder shall be performed by the Consultant's own staff unless otherwise approved by the Owner. The employment of, contract with, or use of services of any other

person or firm by the Consultant as Sub consultant or otherwise is subject to approval by the Owner.

8.04.B) Term of The Agreement: The term of this Agreement shall start upon execution by the parties hereto and extend for thirteen years from the effective date of this Agreement or until completion of the warranty period for projects that have been issued service orders. The County Manager may extend this agreement on a year-to-year basis until completion and acceptance by the Owner of the work. If this project is suspended or abandoned during the term of this Agreement Article 8.05 will apply.

8.04.C) Time for Performance: The Consultant agrees to start all work hereunder upon receipt of a Service Order issued by the Owner and complete each Phase within the time stipulated in each Service Order. A reasonable extension of time for completion of various Phases will be granted by the Owner should there be a delay on the part of the Owner in fulfilling its part of the Agreement as stated herein. Such extension of time shall not be cause for any claim by the Consultant for additional compensation.

8.04.C.1) Liquidated Damages: The Owner may impose liquidated damages of \$200/ per pay for unapproved/unjustifiable time delays (other than Owner-caused) and/or incomplete submittals.

8.04.C.2) Each time any portion of Phases I through IV of the Project Development Schedule prepared by the Consultant is not met for unapproved/unjustified causes (other than Owner caused) the Owner may notify the Department of Procurement Management Small Business Affairs (SBA), the Office of Capital Improvements (OCI) and any other entity established by the Owner for tracking the performance of unsatisfactory performance.

8.04.D) Performance Evaluations: Performance evaluations of the services rendered under this Agreement shall be performed by the Department and shall be utilized by the Owner as evaluation criteria for future solicitations.

8.05) PROJECT SUSPENSION OR ABANDONMENT

8.05.A) If the Project is suspended for the convenience of the Owner for more than six (6) months, or abandoned in whole or in part for the convenience of the Owner under any phase, the Owner shall give seven days notice to the Consultant of such Project abandonment or suspension. If the Project is to be suspended for less than six (6) months, then the Consultant shall remain on the Project under this Agreement but will be compensated only for work issued under a Service Order; the County will not be liable for stand-by, overhead, or any other costs direct or indirect, that the Consultant may incur outside of any direct costs associated with a Service Order. If the Project is

suspended for the convenience of the Owner for more than six (6) months, or abandoned in whole or in part for the convenience of the Owner during any phase, the Consultant shall be paid for services authorized by Service Order which were performed prior to such suspension or abandonment and the Owner shall have no further obligation or liability to the Consultant under this Agreement. If the Project is resumed after having been suspended for more than six (6) months, the Consultant's further compensation may be renegotiated, but the Owner will have no obligation to complete the Project under this Agreement, and may hire or contract with another Consultant to complete the project. The Owner will have no further obligation or liability to the Consultant

8.06) TERMINATION OF AGREEMENT

8.06.A) The County may terminate performance of work under this contract in whole or, from time to time, in part if the Owner determines that a termination is in the County's interest. The Owner shall terminate by delivering to the Consultant a Notice of Termination specifying the extent of the termination and the effective date. Such Notice of Termination under this clause will not be deemed a breach of this Agreement, and may be issued with or without cause. Upon such Notice of Termination, the Consultant shall be entitled to receive only costs incurred as of the date of the Notice of Termination, reasonable profit on work done as of the date of the Notice of Termination, and the costs of preparing its final invoice to the County, and upon payment thereof the County will have no further obligation or liability to the Consultant under this Agreement. The Consultant shall not be entitled to any other compensation under this Agreement.

8.07) CONSULTANT'S ACCOUNTING RECORDS

8.07.A) The Owner reserves the right to audit the Consultant's financial records, including but not limited to audited financial statements, balance sheets, and other financial records, during the performance of this Agreement and for one year after final payment under this Agreement. The Consultant agrees to furnish copies of any records necessary to approve any requests for payment by the Consultant.

8.08) OWNERSHIP OF THE DOCUMENTS

8.08.A) The Consultant agrees that all notes, designs, drawings, digital files, specifications, models, photographs, reports, surveys, investigations, field reports, and other data produced in performance of this Agreement shall be the sole property of the Owner without restrictions or limitations, including all rights therein of whatever kind except as may otherwise be provided hereinafter.

8.09) COMPLIANCE WITH LAWS

8.09.A) The Agreement shall be governed by the laws of the State of Florida and may be enforced only in a court of competent jurisdiction in Miami-Dade County, Florida.

8.09.B) The Consultant shall, during the term of this Agreement, be governed by Federal, State and Miami-Dade County Laws, Regulatory Orders, County Codes and Resolutions which may have a bearing on the Services involved in this Project. The Department will assist the Consultant in obtaining copies of the Miami-Dade County Codes, Regulatory Orders and Resolutions.

8.09.C) The Consultant shall comply with the financial disclosure requirements of Ordinance 77-13, as amended, by having on file or filing within 30 days of the execution of this Agreement one of the following with the Supervisor of the Miami -Dade County Elections Department, PO Box 521550, Miami, Florida 33152-1550:

8.09.C.1) A Source of Income Statement

8.09.C.2) A Current Certified Financial Statement

8.09.C.3) A copy of the Consultant's current Federal Income Tax Return

8.09.D) AFFIRMATIVE ACTION

8.09.D.1) The Consultant's Affirmative Action Plan submitted pursuant to Ordinance 82-37, as approved by the Department of Business and Economic Development and any approved update thereof, are hereby incorporated as contractual obligations of the Consultant to Miami-Dade County hereunder. The Consultant shall undertake and perform the affirmative actions specified herein. The Director may declare the Consultant in default of this agreement for failure of the Consultant to comply with the requirements of this paragraph.

8.09.E) PROMPT PAYMENT TO SMALL BUSINESS SUBCONSULTANTS

8.09.E.1) The Consultant's attention is directed to Miami-Dade County Ordinance No. 94-40, 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.

8.09.F) OFFICE OF THE COUNTY INSPECTOR GENERAL AND INDEPENDENT PRIVATE SECTOR 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 (1) percent of the total amount of the payment, to be deducted from each progress payment as the same becomes due unless, as stated in the Special Conditions, this Contract is federally or state funded where federal or state law or regulations preclude such a charge. **The Consultant shall in stating its agreed process be mindful of this assessment, which will not be separately identified, calculated or adjusted in the proposal or bid form.** The audit cost shall also be included in all change orders and all contract renewals and extensions.

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

Upon ten (10) days written notice to 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 for the aforesaid documents and records.

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

one-quarter (1/4) of one percent in any exempted contract at the time of award.

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

INDEPENDENT PRIVATE SECTOR INSPECTOR GENERAL

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

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

Upon (10) ten days written notice to 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, bid and change order estimates, worksheets, proposals and agreements from and with successful and unsuccessful subcontractors 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.

8.09.G) ART IN PUBLIC PLACES

As part of the Basic Services the Consultant shall, upon execution of this Agreement and prior to preliminary design, through the Department initiate contact and confer with the Art in Public Places Representative for review of applicability of an art component to the Project. Should Art in Public Places Department determine that the installation of an art component is applicable

to this Project based on the provisions of Ordinance No. 73-77 and subsequent amendments and guidelines, and should it decide to pursue said installation, the Consultant shall further confer with the Art in Public Places Representative to develop a concept for art appropriate to the Project, and the Art in Public Places Professional Advisory Committee as to the type(s) of art, location(s), and possible artist(s). The Director of Art in Public Places shall approve the final concept and location. The Art in Public Places Trust will make the final choice of the artist(s), upon recommendation of the Art in Public Places Professional Advisory Committee. As part of its Master Plan, Art in Public Places encourages and will give preference to collaborative projects between the artist(s) and the Consultant to promote the integration of artwork and site. Such collaborative efforts shall include the active involvement of both the Consultant and the artist(s) during design development of the Project. In consultation with the artist(s) and the Art in Public Places, the Consultant shall make all the necessary provisions and coordinate the development and incorporation of artwork(s) details and/or specifications in the Contract Documents for the Project as part of his Basic Services. The Consultant shall coordinate the installation of anchorages, special lighting, or plumbing or other utility or installation and connections as required for the proper installation of the artwork in accordance with the artist's concept(s) as part of their Basic Services. The Consultant shall provide, as an Additional Service, the technical support including but not limited to assisting the artist(s) in the development of preliminary and final construction cost estimates, construction procedures/approach, typical sections, profiles and details, structural support and utility connection systems (including structural anchorage details as may be required), technical specifications, submittals and shop drawing requirements (including review and approvals) for all ancillary facilities in connection with the installation of the artwork with the artist(s) and the Contractor during construction and shall assist the artist(s) and Art in Public Places in the resolution of issues pertaining to coordination. The Consultant shall inspect, along with the artist(s) and the Art in Public Places Representative, the completed installation(s) by the Contractor for compliance with the Contract Documents as an Additional Service.

8.09.H) The Consultant will be responsible for providing a workforce estimate by trades pursuant to instructions from the project manager if this park is within a designated target area as required by Ordinance No. 03-1, Community Workforce Program for Capital Improvement Contracts.

8.09.I) The Consultant must also submit with the executed agreement, to be filed with the Clerk of the Board, the attached single executed affidavits and certifications.

8.09.J) UTILIZATION REPORT (UR): Pursuant to Administrative Order (A.O.) 3-32, Community Business Enterprise (CBE-A&E) Program, and A.O. 3-39 for the

Resolution Repealing County Administrative Orders 3-33, 3-14 and 3-28 And Establishing Administrative Order 3-39 Standard Process For Construction Of Capital Improvements, Acquisition Of Professional Services, Construction Contracting, Change Orders and Reporting, the Prime consultant is required to file utilization reports with the Miami-Dade County contracting department monthly, unless designated otherwise. The UR is required to accompany every invoice, which is due on or before the tenth working day following the end of the month the report covers. The UR should indicate the amount of contract monies received and paid as a Prime consultant, including payments to sub-consultant(s) (if applicable), from the County pursuant to the project. Authorized representatives of each listed sub-consultant(s) shall sign the report, verifying their participation in the work contracted and receipt of the monies listed. The monthly reports are to be submitted to the Miami-Dade Procurement Management, Small Business Affairs, 111 N.W. 1st Street, 19th Floor, Miami, Florida, 33128, in the format attached hereto as Exhibits "B" titled "Monthly Utilization Report – Miami-Dade County Work".

8.09.K) CERTIFICATION OF WAGE RATES: In accordance with Florida Statute 287.055, 5(a), the A/E firm hereby certifies and warrants that wage rates and other factual unit costs, as submitted in support of the compensation provided 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 contract price of services was increased due to inaccurate, incomplete or unclear wage rates or other factual unit costs. All such contract compensation adjustments shall be made within one (1) year from the date of final billing or acceptance of the work by the COUNTY, or one (1) following the end of the contract, whichever is later.

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

8.09.M) ALLOWANCES/CONTINGENCY ORDINANCE No. 00-65: This project is a Professional Services Agreement for the design of facilities on public property; therefore an estimated Allowance Account of \$ 555,150 is permissible, per Miami-Dade County Code Section 2-8.1. This Allowance Account will be used by the (User Department) for unforeseen conditions necessitating additional design, resulting in additions to the basic fee.

- 8.09.N) The Consultant shall comply with the Sustainable Buildings Program, Miami-Dade County Ordinance No. 07-65.

8.10) MISCELLANEOUS PROVISIONS

- 8.10.A) This Agreement does not confer on the Consultant any exclusive rights to the Owner's work. Service Orders will be issued under this agreement at the sole discretion of the Owner. The Owner reserves at all times, the right to perform any and all architectural engineering services in-house or with other professional architects or engineers as provided by Section 287.055, Florida Statutes, and Section 2-10.4, Code of Miami-Dade County, or as otherwise provided by law.
- 8.10.B) The fees for Professional Services requested shall be determined as mutually agreed upon by the Owner and the Consultant in accordance with Section 5.01 or 5.02 of the Agreement. The Owner will confer with the Consultant before any work offer is issued to discuss the Scope to Work and /or Professional Services required, the time to complete the work and the fee and/or compensation for the proposed Services. No payment will be made for the Consultant's time or services in connection with the preparation of any such proposal.
- 8.10.C) The aggregate sum of all payments for fees and costs, including reimbursable expenses to the Consultant under this Agreement shall not exceed \$ 6,606,650.
- 8.10.D) Term of The Agreement: The term of this Agreement shall start upon execution by the parties hereto and extend for thirteen years from the effective date of this Agreement or until completion of the warranty period for projects that have been issued service orders. The County Manager may extend this agreement on a year-to-year basis until completion and acceptance by the Owner of the work. If this project is suspended or abandoned during the term of this Agreement, Article 8.05 will apply.
- 8.10.E) The Consultant may submit proposals for any professional services, which they are qualified to perform, for which Proposals may be publicly solicited by the Owner, outside of this Agreement.
- 8.10.F) The Consultant will have no responsibility for the presence, handling, funding, cost of removal or exposure to persons to hazardous materials in any form at the project site other than to immediately advise the owner of the existence of such materials that they may discover during standard investigations carried out for the purpose of performing their services.

8.11) SUCCESSORS AND ASSIGNS

8.11.A) The Consultant and the Owner each binds themselves, their partners, successors, legal representatives and assigns to the other party of the Agreement and to the partners, successors, legal representatives, and assigns of such party in respect to all covenants of this Agreement. The Consultant shall afford the County the opportunity to approve or reject all proposed assignees, successors, or other changes in the Ownership structure and composition of the Consultant. Failure to do so constitutes a breach of this Agreement by the Consultant.

8.12) EXTENT OF AGREEMENT

8.12.A) This Agreement represents the entire and integrated Agreement between the Owner and the Consultant and supersedes all prior negotiations, representations, or agreements, written or oral. This Agreement may not be amended, changed, modified, or otherwise altered in any particular, at any time after the execution hereof, except by resolution of the Board of County Commissioners of Miami-Dade County or pursuant to provisions of Ordinance 00-104, the Expedite Ordinance.

8.12.B) If any portion of this Agreement is deemed illegal or unenforceable by a court of law, the remainder of the contract remains valid.

Miami MetroZoo Improvements
A06-PARK-01, GOB

FORBES ARCHITECTS

Attest:
Secretary:



Signature

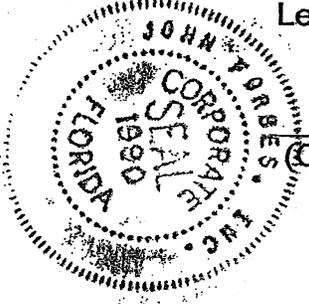
John Forbes, Inc. d.b.a. Forbes Architects
Legal Name of Corporation

By:

John R. Forbes
Legal Name



Signature



(Corporate Seal)

John R. Forbes, President
Legal Name and Title

MIAMI-DADE COUNTY, FLORIDA

Approved as to Insurance Requirements

Approved as to Form and Legal Sufficiency:

Rosa Sorio

Risk Management Division

Assistant County Attorney

Date: 01/14/08

Date: _____

IN WITNESS WHEREOF the said MIAMI-DADE COUNTY, FLORIDA, has caused this Agreement to be executed in its name by the County Manager, attested by the Clerk of the Board of County Commissioners, and has caused the seal of the Board County Commissioners to be set hereto, as executed and attested by the undersigned this day and year first above written.

ATTEST:

FOR:
BOARD OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

(Seal)

HARVEY RUVIN
Clerk of the Court

CARLOS ALVAREZ
Mayor

By: _____
Clerk of the Board

By: _____
Mayor

Date: _____

Date: _____

Distribution:

- One Original to Consultant
- One Original to Clerk of the Board
- One Original to Department of Procurement Management Small Business Affairs
- One Original to Department of Procurement Management
- One Original to Project File

cc: Project Manager

APPROVED AS TO
INSURANCE REQUIREMENTS

Rosa Sorio

RISK MANAGEMENT DIVISION

DATE 01/14/08

SCOPE OF SERVICES

INTRODUCTION

Miami-Dade County (County) owns and operates considerable property within the former Richmond Naval Air Station (RNAS) area, the Miami MetroZoo being the core attraction. In order to improve visitation to Miami MetroZoo, the County seeks the services of a multi-disciplinary team of designers and construction managers to address design and development opportunities within the Miami MetroZoo. A zoological planning and design firm or a firm with considerable zoological and outdoor attraction experience must lead the project team for this project.

The current Masterplan is estimated to cost approximately \$350M when completely built-out. The voters of Miami-Dade County via referendum approved the 2004 General Obligation Bond Program (GOB), also known as "Building Better Communities". Included in that bond program are \$87M to fund portions of the Masterplan build-out and other Zoo-wide improvements. In addition to the \$87M from the GOB, the County and the Zoological Society of South Florida (ZSF) are committed to fundraising additional dollars towards the Masterplan build-out and other Zoo-wide improvements which may increase the scope of services to be provided by the selected firms. Any Contract changes will require an amendment to the Contract, subject to approval by the Board of County Commissioners.

BACKGROUND

The RNAS is approximately a four square mile area largely bounded by SW 152 Street (Coral Reef Drive) on the north, SW 184 Street (Eureka Drive) on the south, SW 117 Avenue on the east and SW 137 Avenue on the west. It contains a mix of largely federal institutions that range from national armed forces, health research, communications, and correction facilities to County institutions like recreational parks and educational facilities. The largest single existing institution is Miami MetroZoo.

Historically, the area has been owned or controlled by the federal government since the early 1900's, when it was part of the former Richmond Naval Air Station. The majority of the area is now developed, in varying densities, into thirteen (13) properties that provide for different public functions. This project focuses on new animal exhibits in the Masterplan for Miami MetroZoo and other zoo-wide improvements. Secondly, assignments may consist of professional services associated with the future use and redevelopment of other adjacent, suitable and publicly owned properties into compatible outdoor themed attractions.

Miami-Dade County has long been committed to improving the value of property in this area, starting with the development of the Miami MetroZoo. Residents have similarly committed to developing and operating a world class zoological park by passing bond issues in 1972 to construct the Miami MetroZoo, in 1996 authorizing \$12 million to expand its development by passing the Safe Neighborhoods Bond Program (SNP) issue and more recently the passage of the GOB.

TASKS

The main tasks are designed to support the short-term Zoo-wide improvements needed at Miami MetroZoo and the design and construction administration of projects associated with the expenditure of GOB funding and any additional funds leveraged against this source.

Miami MetroZoo Design and Construction Administration: This part of the project involves providing all design services necessary to implement Zoo-wide improvements and master plan recommendation expansion areas like the "Florida Exhibit", "Entry", "Caribbean Exhibit" or any other identified development priority, in the form of professional architectural and engineering services. The task involves each of six subtasks listed below, and addresses all interpretive design, civil engineering, structural engineering, architectural design, mechanical engineering, electrical engineering, landscape design and construction administration services required for the project.

In some cases it may be necessary to include professional services unique to the development of zoological facilities or theme parks as part of the basic services. These include, but are not limited to zoological animal, educational, administration or support areas and thematic rides, concessions and safety/security areas. Over the course of this project, these professional tasks may include the direct provision of services, indirect provision of services, or acting as the Owner's agent in reviewing and approving services.

- a) Subtask - Programming. Establish a Design Program consisting of a detailed textual discussion and listing of all functions and spaces, together with the square footage of each assignable space, gross square footage, and a description of the relationships between and among the principal programmatic elements. This includes all areas of the master plan that are deemed priority by the Owner for implementation and where funding has been identified.

Provide a detailed development schedule that shows the proposed completion date of each phase of the project through design, bidding, construction, and proposed date of acceptance. This task must also address the extent to which development actions affect current operations and revenue. Schedules must include reasonable allocations of time, including periods necessary for review, approval, permitting, and contingencies.

Provide a Statement of Probable Construction Costs that includes a summary evaluation of the estimated cost of any exhibits, buildings or infrastructure including fabricated features, fixed equipment, site improvements, construction contingency allowance, movable equipment (if any), utility service extensions or upgrades. The evaluation shall consist of a brief description of the basis for estimated costs, and how project costs can be adjusted to conform to construction budgets, regulatory review and bid schedules.

b) Subtask - Schematic Design.

The Schematic Design shall consist of detailed site-specific plans, floor plans, elevations, sections, and all other elements required to show the scale and relationship of each component of the program. Site plans shall include a zoning analysis and identification of any special site or environmental requirements affecting the site. A simple perspective rendering or sketch, model or photograph may be provided to further show the design concept, but it must also include a general description of the major professional components (civil, structural, mechanical and electrical systems) of the project.

Updated development schedules shall show the proposed completion date of each phase of the individual and current project through design, bidding, construction, and proposed date of acceptance. The updated Statement of Probable Construction Costs shall include a summary of the estimated cost of the individual and current project including fabricated features, fixed equipment, site improvements, construction contingency allowance, movable equipment (if any) and utility service extensions. If the probable construction cost exceeds the total funds allocated for construction of the project, appropriate cost or scope reduction recommendations must be included with the submittal.

- c) Subtask - Design Development. Provide design development documents, updated development schedules and updated construction cost estimates specific to prioritized and funded portions of the project. Documents consist of drawings (site plans, floor plans, elevations, sections), outline specifications, and other documents necessary to delineate and describe the character of the specific prioritize project with respect to architectural design; civil, structural, mechanical and electrical systems; landscaping; construction materials; finishes and other items.

Updated development schedules shall show the proposed completion date of each phase of the individual and current project through design, bidding, construction, and proposed date of acceptance. The updated Statement of Probable Construction Costs shall include a summary of the estimated cost of the individual and current project including fabricated features, fixed equipment, site improvements, construction contingency allowance, movable equipment (if any) and utility service extensions. If the probable construction cost exceeds the total funds allocated for construction of the project, appropriate cost or scope reduction recommendations must be included with the submittal.

- d) Subtask - Construction Document Development. Prepare construction documents for review and approval by the Owner that will be used in an authorized competitive bidding process or any other delivery method the Owner deems the most appropriate for each project. This task includes

the preparation of sufficient bidding documents, in accordance with standard County administrative procedures, that includes construction drawings, project manuals, color boards and materials, updated schedules and updated probable costs and schedules.

- e) Subtask – Bidding and Award. The Owner, at its sole discretion will determine the most efficient delivery method for construction. This subtask involves assisting the Owner with the competitive bidding or negotiated construction contract award. This subtask also involves the review and approval of bid documents and printing, if requested. This task assists the Owner in obtaining construction bids/prices, evaluating bids/prices and preparing and awarding the construction contract. Part of this process involves the issuance of bid documents, addendums, attending bid meetings and bid openings. Evaluation assistance may include, but is not limited to, reviewing the responsiveness of bids, recommending acceptance/rejection/modification of bids and preparing documents for award of the contract.
- f) Subtask - Construction Administration. Provide long-term construction administration for work authorized and approved by the Owner during the funded development of the site. This task involves functioning as the Owner's agent in the general administration of the construction contract. Functioning as Owner's agent, this task includes evaluating claims, responding to requests for information, attending weekly construction meetings and recording the minutes of all meetings. Part of this process involves the review of all payment requisitions and recommending acceptance/rejection/modification of the contractor's requests for payment.

General administration of the construction contract begins with the award of a Construction Contract and ends with the final approved payment and occupancy. During this period, the task requires site visits, inspection reports, supervision of contractors and recommendations for payment of contractors based on value engineering.

OPTIONAL TASKS

Optional tasks focus first on the on additional design and construction administration services associated with additional funding the County and the ZSF may add to the initial development budget. And second focus on short-term planning necessary to guide the continued development at Miami MetroZoo and the property outside of Miami MetroZoo proper but within the RNAS area. These optional services may include, but are not limited to the following categories.

- o Planning
- o Land Use Analysis
- o Visitor Analysis
- o Market Research
- o Economic Analysis
- o Feasibility Study

In addition to the above optional tasks, the Consultant may be called upon for the following task:

- o Outdoor Themed Attraction Development. This task involves functioning as the Owner's agent to oversee competitive bidding and award of the contract and general administration of the construction contract for work outside of the initial project. Bidding and award of contract involves approval of bid documents and printing, if requested. Functioning as Owner's agent, this task assists the County in obtaining construction bids, evaluating bids and preparing and awarding the construction contract. Part of this process involves the issuance of bid documents, attending bid meetings and bid openings. Evaluation assistance may include, but is not limited to, reviewing the responsiveness of bids, recommending acceptance/rejection/modification of bids and preparing documents for award of the contract.

General administration of the Outdoor Themed Attraction Development construction contract begins with the award of a Construction Contract and ends with the final approved payment. During this period, the task requires site visits, inspection reports, supervision of contractors and recommendations for payment of contractors based on value engineering. The long-term component of this optional task ends with completion of construction administration of work associated with funding provided by the County and the ZSF as part of RNAS area development.

BUDGET

The total current available budget for the Miami MetroZoo projects is approximately \$87 million.

The County and the ZSF remain committed to fundraising additional funds and hope to leverage existing funds toward obtaining additional development funds. The selected consultants are encouraged to assist the Owner to identify sources and means of accessing additional funds.