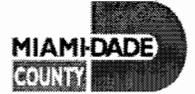


MEMORANDUM



Date: October 21, 2008
To: Honorable Chairman Bruno A. Barreiro
and Members, Board of County Commissioners
From: George M. Burgess
County Manager

Agenda Item No.
9(I)3(A)

Subject:  Contract Award Recommendation for Architectural and Engineering Services for Miami Lakes Fire Rescue Station No. 64 - Project No: A07-FIRE-01; Contract No: MDFRD-T-31, to Alleguez Architecture, Inc.

Recommendation

This Recommendation to Award a Professional Services Agreement Contract No. MDFRD-T-31 PSA, Project No. A07-FIRE-01 between Alleguez Architecture, Inc. and Miami-Dade County has been prepared by the Miami-Dade Fire Rescue Department and is recommended for approval.

Delegation of Authority - The authority of the County Mayor or his designee to execute and implement this contract is consistent with those authorities granted under the Code of Miami-Dade County. Additional delegation of authorities requested for this contract are as follows:

No further authority is sought within the body of this contract.

Scope

PROJECT NAME: Architectural and Engineering Services for Miami Lakes Fire Rescue Station No. 64

PROJECT NO: A07-FIRE-01

CONTRACT NO: MDFRD-T-31

PROJECT DESCRIPTION: To establish a Professional Services Agreement to employ a consultant to provide architectural and engineering services for the Miami-Dade Fire Rescue Department (MDFRD) for the design of one (1) 10,500 square foot state of the art, two story, three bay fire rescue station.

PROJECT LOCATION: S.E. Corner of NW 154th Street and Palmetto Frontage Road, Miami Lakes, Florida

PROJECT SITES:

<u>LOCATION</u>	<u>DIST</u>	<u>ESTIMATE</u>	<u>T-S-R</u>
Vicinity of NW 154 St and NW 87 Ave	13	\$362,950.00	52-21-40

PRIMARY COMMISSION DISTRICT: District 13 Natacha Seijas

Honorable Chairman Bruno A. Barreiro
 And Members, Board of County Commissioners
 Page 2

APPROVAL PATH: Board of County Commissioners
OCI A&E PROJECT NUMBER: A07-FIRE-01
USING DEPARTMENT: Miami-Dade Fire Rescue Department
MANAGING DEPARTMENT: Miami-Dade Fire Rescue Department

Fiscal Impact / Funding Source

OPERATIONS COST IMPACT/FUNDING: \$15,000.00 - These funds represent cost of relocating service from temporary facility to permanent station. Miami-Dade Fire Rescue District Funds - Operating Budget 2007-2008 Page 37 - Station in operation out of temporary facility.

MAINTENANCE COST IMPACT/FUNDING: \$20,000.00 - Miami-Dade Fire Rescue District Funds

LIFE EXPECTANCY OF ASSET: 50 Years

FUNDING SOURCE:	<u>SOURCE</u>	<u>AMOUNT</u>
	Fire Impact Fees	<u>\$362,950.00</u>

PTP FUNDING: No

GOB FUNDING: No

CAPITAL BUDGET PROJECT:	<u>BUDGET PROJECT / DESCRIPTION</u>	<u>AWARD ESTIMATE</u>
	3720521-MIAMI LAKES WEST FIRE RESCUE STATION (STATION 64) Book Page: 20 Funding Year: Adopted Capital Budget Book for FY 2007-08, Prior Years' Funds	<u>\$362,950.00</u>

PROJECT TECHNICAL CERTIFICATION REQUIREMENTS:	<u>TYPE CODE DESCRIPTION</u>
	Prime 14.00 ARCHITECTURE
	Prime 18.00 ARCHITECTURAL CONSTRUCTION MANAGEMENT
	Other 11.00 GENERAL STRUCTURAL ENGINEERING
	Other 12.00 GENERAL MECHANICAL ENGINEERING

Other 13.00 GENERAL ELECTRICAL ENGINEERING
 Other 16.00 GENERAL CIVIL ENGINEERING
 Other 20.00 LANDSCAPE ARCHITECTURE

NTPC'S DOWNLOADED: 108

PROPOSALS RECEIVED: 12

CONTRACT PERIOD: 800 Days

CONTINGENCY PERIOD: 80 Days

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

ART IN PUBLIC PLACES: Yes

BASE ESTIMATE: \$252,000.00

**BASE CONTRACT
 AMOUNT:** \$300,000.00 Inclusive of LEEDS Consultant

CONTINGENCY ALLOWANCE (SECTION 2-8.1 MIAMI DADE COUNTY CODE):	TYPE	PERCENT	AMOUNT	COMMENT
	PSA	10%	\$30,000.00	

ART IN PUBLIC PLACES: \$4,950.00 1.50%

**DEDICATED
 ALLOWANCE:** \$25,000.00 8.40% LEED Registration and Certification, Plans
 review fees

REIMBURSABLE ITEMS: \$3,000.00 1.00% Reproduction and mailing of documents.

**TOTAL DEDICATED
 ALLOWANCE:** \$32,950.00

TOTAL AMOUNT: \$362,950.00

Track Record / Monitor

**SBD HISTORY OF
 VIOLATIONS:** None

EXPLANATION: At the January 7, 2008 First-Tier meeting, the Selection Committee deemed eleven of the twelve proposals responsive. Following the evaluation and ranking of the eleven respondents, Alleguez Architecture, Inc. was ranked number one. The Committee recommended Alleguez Architecture, Inc. for negotiations of a professional services agreement including design and construction administration. The Negotiation committee commenced and successfully concluded negotiations with Alleguez Architecture, Inc. on April 4, 2008. The base contract amount increased because LEED certification was included.

There are three evaluations in the Capital Improvements Information System for Alleguez Architecture, Inc. with an overall performance average of 4.0 out of 4.0 points. This represents superior performance.

SUBMITTAL DATE: 11/26/2007

ESTIMATED NOTICE TO PROCEED: 7/28/2008

PRIME CONSULTANT: ALLEGUEZ ARCHITECTURE, INC.

COMPANY PRINCIPAL: Ana Alleguez, R.A.

COMPANY QUALIFIERS: Ana Alleguez, R.A.

COMPANY EMAIL ADDRESS: alleguez@bellsouth.net

COMPANY STREET ADDRESS: 901 Ponce de Leon Blvd., Suite 202

COMPANY CITY-STATE-ZIP: Coral Gables, FL 33134

YEARS IN BUSINESS: 12 Years

PREVIOUS CONTRACTS WITH COUNTY IN THE LAST FIVE YEARS: According to the Firm History Report provided by the Department of Small Business Development, the contractor has received eight (8) contracts totaling \$574,338.56 over the last five years. No change orders have been issued by the BCC.

SUBCONSULTANTS: CRJ & Associates, Inc.; SDM Consulting Engineers; Laura Llerena and Associates; Botas Engineering, Inc.

MINIMUM QUALIFICATIONS EXCEED LEGAL REQUIREMENTS: No

REVIEW COMMITTEE: **MEETING DATE:** 8/29/2007 **SIGNOFF DATE:** 8/29/2007

RESPONSIBLE WAGES: No

REVIEW COMMITTEE ASSIGNED CONTRACT MEASURES:	TYPE	GOAL	ESTIMATED VALUE	COMMENT
	CBE	100.00%	\$330,000.00	Set Aside
	CWP	0.00%	\$0.00	Not Applicable

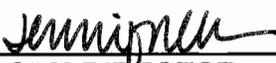
**MANDATORY CLEARING
HOUSE:** No

**CONTRACT MANAGER
NAME/PHONE/EMAIL:** Alfonso Ledo (786) 331-4503 aledo@miamidade.gov

**PROJECT MANAGER
NAME/PHONE/EMAIL:** Margarita Garces 786-331-4518 mgarces@miamidade.gov

Background

BACKGROUND: This proposed 10,500 square foot fire rescue station will offer much needed emergency services to the surrounding, emerging residential communities. It will accommodate up to twelve (12) firefighters and paramedics, 24 hours a day, 7 days a week. The station may be equipped with an Advance Life Support (ALS) unit that will respond to the fire and medical needs of the community.

BUDGET APPROVAL
FUNDS AVAILABLE: AP  5/14/08
OSBM DIRECTOR DATE

APPROVED AS TO
LEGAL SUFFICIENCY:  5/20/08
COUNTY ATTORNEY DATE

CAPITAL
IMPROVEMENTS
CONCURRENCE:  5-21-08
OCI DIRECTOR DATE

 5/22/08
ASSISTANT COUNTY
MANAGER DATE

CLERK DATE _____
DATE



April 7, 2008

REVISED AS PER NEGOTIATIONS OF APRIL 3, 2008

Miami Dade County
 Office of County Manager – Capital Improvements
 111 NW 1st Street, Suite 2130
 Miami, Florida 33128

RE: Miami Lakes Fire Rescue Station 64
A06-FIRE-06

Dear Ms. Samuels & Committee:

We appreciate this opportunity to prepare this Proposal for Professional Services for the Miami Lakes Fire Rescue Station 64 referenced above for your review and consideration.

BRIEF SCOPE OF WORK: As designated in the PSA reviewed with the County and Committee on March 10th, 2008 for the design of a new fire rescue facility of approximately 10,500 square feet, two-story, three truck bay facility.

TOTAL PROFESSIONAL FEE - lump sum fee for the work described above and in the PSA is as follows:

Three Hundred Thirty Thousand no/100	\$330,000.00
A/E Fees inclusive of LEEDS Consultant	\$ 300,000.00
10% Contingency	\$ 30,000.00
GRAND TOTAL	\$ 330,000.00

Payment schedule for this work based on agreed % on PSA:

15% - Programming & Schematic Design	\$ 45,000.00
20% - Design Development	\$ 60,000.00
15% - 50% Construction Documents	\$ 45,000.00
20% - 100% Construction Documents	\$ 60,000.00
5% - Bidding & Award	\$ 15,000.00
25% - Construction Administration	\$ 75,000.00

PROJECTED EXPENSES FOR LEEDS (ESTIMATED REIMBURSABLE)

Registration Fee	\$ 450.00
Certification Fee	\$ 1,750.00

Our team will include architects, interior designers, engineers, landscape architect, LEED consultant and Commissioning Agent listed below:

A/E TEAM

7



Miami Lakes Station 64 / A07-FIRE-01

2 | Page

Prime Consultant – Alleguez Architecture, Inc
Civil Engineer – CRJ & Associates, Inc.
MEP Engineer – SDM Consulting Engineers
Structural Engineer – Botas Engineering, Inc.
Landscape Architect – Laura Llerena & Associates, Inc.

SPECIAL CONSULTANT

LEED Consultant & Commissioning Agent – The Spinnaker Group

MULTIPLIER

Hourly Rates at 2.8
Field Representative at 2.0
Principal Hourly Rate is \$150.

LIMITATIONS & ADDITIONAL SERVICES: Adjunct to the items noted on the PSA this proposal does not include professional renderings produced by independent consultant not currently part of the team.

I look forward to working closely with the County and Fire Dept in the near future. Please contact me if I can provide further information or clarification prior to our meeting tomorrow.

Sincerely,

Ana Alleguez, R.A.
President

STRATEGIC AREA: Public Safety
 DEPARTMENT: Fire Rescue

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

GLADES/BEACON LAKES FIRE RESCUE STATION (STATION P)

PROJECT # 3727170

DESCRIPTION: Construct a new 6,500 square foot, two-bay fire rescue facility

LOCATION: Vicinity of NW 127 Ave and NW 17 St
 Unincorporated Miami-Dade County

DISTRICT LOCATED: 12
 DISTRICT(S) SERVED: 12

ESTIMATED ANNUAL OPERATING IMPACT: \$2,862

REVENUE SCHEDULE:	PRIOR	2007-08	2008-09	2009-10	2010-11	2011-12	2012-13	FUTURE	TOTAL
Fire Impact Fees	0	0	0	0	500	1,620	1,874	0	3,994

TOTAL REVENUE:	0	0	0	0	500	1,620	1,874	0	3,994
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EXPENDITURE SCHEDULE:	PRIOR	2007-08	2008-09	2009-10	2010-11	2011-12	2012-13	FUTURE	TOTAL
Planning and Design	0	0	0	0	50	0	0	0	50
Construction	0	0	0	0	450	1,600	1,100	0	3,150
Art Allowance	0	0	0	0	0	0	0	20	20
Furnishings	0	0	0	0	0	0	45	0	45
Telecommunications	0	0	0	0	0	0	20	0	20
Equipment Acquisition	0	0	0	0	0	0	650	0	650
Project Contingency	0	0	0	0	0	0	50	0	50
Computer Hardware/Software	0	0	0	0	0	0	9	0	9

TOTAL EXPENDITURES:	0	0	0	0	500	1,600	1,874	20	3,994
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DONATION SCHEDULE:	PRIOR	2007-08	2008-09	2009-10	2010-11	2011-12	2012-13	FUTURE	TOTAL
Site Dedicated By Developer	0	0	500	0	0	0	0	0	500

TOTAL DONATION:	0	0	500	0	0	0	0	0	500
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MIAMI LAKES WEST FIRE RESCUE STATION (STATION 64)

PROJECT # 3720521

DESCRIPTION: Construct a 6,500 square foot, two-bay fire rescue facility; identified in previous capital budgets as the Gratigny Fire Rescue Station

LOCATION: Vicinity of NW 154 St and NW 77 Ave
 Miami Lakes

DISTRICT LOCATED: 13
 DISTRICT(S) SERVED: 12, 13

ESTIMATED ANNUAL OPERATING IMPACT: \$99

REVENUE SCHEDULE:	PRIOR	2007-08	2008-09	2009-10	2010-11	2011-12	2012-13	FUTURE	TOTAL
Fire Impact Fees	2,500	0	0	0	0	0	0	0	2,500

TOTAL REVENUE:	2,500	0	2,500						
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EXPENDITURE SCHEDULE:	PRIOR	2007-08	2008-09	2009-10	2010-11	2011-12	2012-13	FUTURE	TOTAL
Planning and Design	65	0	0	0	0	0	0	0	65
Construction	0	900	1,396	0	0	0	0	0	2,296
Art Allowance	0	0	20	0	0	0	0	0	20
Furnishings	0	40	0	0	0	0	0	0	40
Telecommunications	0	0	20	0	0	0	0	0	20
Project Contingency	0	0	50	0	0	0	0	0	50
Computer Hardware/Software	0	0	9	0	0	0	0	0	9

TOTAL EXPENDITURES:	65	940	1,495	0	0	0	0	0	2,500
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BUDGET PROJECT 3720521

Project Title: 3720521-MIAMI LAKES WEST FIRE RESCUE STATION

Project Desc: Construct a 9,300 square foot three-bay fire rescue facility; also known as the Gratigny Fire Rescue Station

Project(\$\$ in 000's)	Start:	End:	Prior:	07-08:	08-09:	09-10:	10-11:	Total:
Expenditures	6/1/2003	6/1/2006	65	940	1,495	0	0	2,500
Revenue			2,500	0	0	0	0	2,500

Project Type:

CDPWeb Project Milestones (\$ IN 000'S)

Milestone:	Start:	End:	Prior:	07-08:	08-09:	09-10:	10-11:	Total:
Planning/Design	N/A	N/A	65	0	0	0	0	65
Construction	N/A	N/A	0	900	1,396	0	0	2,296
Art Allowance	N/A	N/A	0	0	20	0	0	20
Furnishings	N/A	N/A	0	40	0	0	0	40
Telecommunications	N/A	N/A	0	0	20	0	0	20
Project Contingency	N/A	N/A	0	0	50	0	0	50
Computer Hardware/Sof	N/A	N/A	0	0	9	0	0	9

Current Contracts for Project 3720521

Dept	ContractNo	Contract Name	RTA Budget Allocation	Award Budget Allocation	CIIS Award
FR	MDFRD-T-31	Architectural and Engineering	\$284,358.00	\$0.00	\$300,000.00
FR	MDFRD-T-31	Architectural and Engineering	\$0.00	\$362,950.00	\$300,000.00
			Total Allocated: \$284,358.00 \$362,950.00		

Current Sites for Project 3720521

Site	Location
68963	Vicinity of NW 154 St and NW 87 Ave

MIAMI-DADE FIRE RESCUE DEPARTMENT

Facilities & Construction Division

CAPITAL PROJECT FUND ALLOCATION REVISED

PROJECT NAME: Miami Lakes West Station No. 64

PROJECT No.: MDFRD-T-31

DATE: May 1, 2008

INDEX CODE #: CPE002FR6001

DESCRIPTION	BUDGET	%
1 Land Acquisition	\$ 0	0.00%
2 A/E Consultant Fees	\$ 330,000	6.67%
3 Construction*	\$ 4,200,000	84.93%
4 Telecommunications	\$ 30,000	0.61%
5 Furnishings	\$ 40,000	0.81%
6 Facility Equipment	\$ 47,000	0.95%
7 Art in Public Places	\$ 63,000	1.27%
8 Project Management	\$ 75,000	1.52%
9 Project Contingency	\$ 50,000	1.01%
10 Signalization Allowance	\$ 60,000	1.21%
11 Miscellaneous	\$ 50,000	1.01%
TOTAL PROJECT COST	\$ 4,945,000	100.00%

**Note: Construction Contract includes \$200,000 Contingency Allowance and \$30,000 permit fees*

Revenue Source:

District	\$ 0
Impact Fees	\$ 4,700,000
Special Obligation Bond	\$ 0
Financial Package	\$ 0

Total Fund Allocated

\$ 4,700,000

Funds availability

Scott Mendelsberg Date

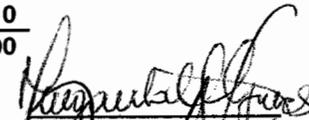
Prepared by: M. Garces
Project Manager

Recommended by: F. Fernandez
Division Manager

Reviewed by: S. Mendelsberg
Assistant Director

Reviewed by: A. Suarez
Deputy Fire Chief

Approved by: H. Lorenzo
Fire Chief

 Signature	<u>05/05/08</u> Date
 Signature	<u>5/5/08</u> Date
 Signature	<u>5/7/08</u> Date
 Signature	<u>5-13-08</u> Date

Memorandum



Date: January 22, 2008

To: Johnny Martinez, Jr., P.E., Director
Office of Capital Improvements

From: Penelope Townsley, Director
Department of Small Business Development

Subject: CBE Compliance Review
Project No. A07-FIRE-01
Miami Lakes West Fire Rescue Station #64

The Department of Small Business Development (SBD) has completed its review of the above-referenced project for compliance with the Community Business Enterprise (CBE) Program for Architectural and Engineering Services. The contract measure established for this project is a 100% set-aside for CBE firms.

The Construction Contracts Section of the Miami-Dade Office of Capital Improvements has submitted proposals from Alleguez Architecture, Inc. (#1), Ferguson Glasgow Schuster Soto, Inc. (#5), and Laura M. Perez and Associates, Inc. (#10) for compliance review.

Alleguez Architecture, Inc. (#1) a certified 1st Tier CBE firm, submitted a Schedule of Participation that listed itself to perform Architecture at 67%. The Schedule of Participation also listed 1st Tier CBE sub-consultants SDM Consulting Engineers, Inc. to perform General Mechanical Engineering and General Electrical Engineering at 15%, Botas Engineering, Inc. to perform General Structural Engineering at 10%, CRJ & Associates, Inc. to perform General Civil Engineering at 5%, and Laura Llerena & Associates to perform Landscape Architecture at 3%. The Letters of Intent submitted for SDM Consulting, Botas Engineering, and Laura Llerena were in agreement with the Schedule of Participation; however, the Letter of Intent submitted for CRJ & Associates listed Environmental Engineering-Stormwater Drainage Design, General Civil Engineering, and Engineering Construction Management also at 5%. In a clarification letter to SBD, Alleguez Architecture confirmed that CRJ & Associates would perform Environmental Engineering-Stormwater Drainage Design Services, General Civil Engineering, and Engineering Construction Management at 5%. Alleguez Architecture, Inc. is in compliance with the CBE Participation Provisions.

Ferguson Glasgow Schuster Soto, Inc. (#5) a certified 1st Tier CBE firm, submitted the required Set-Aside List of Subconsultants that listed itself to perform Architecture and Architectural Construction Management at 71%. The Set-Aside List of Subconsultants also listed 1st Tier CBE sub-consultants Brill Rodriguez, Salas & Associates, Inc. to perform General Structural Engineering at 10%, Entec Corporation to perform General Mechanical Engineering and General Electrical Engineering also at 10%, Ambro, Inc. to perform General Civil Engineering at 7%, and Laura Llerena & Associates, Inc. to perform Landscape Architecture at 2%. The Letters of Intent submitted were in agreement with the Set-Aside List of Subconsultants. Ferguson Glasgow Schuster Soto, Inc. is in compliance with the CBE Participation Provisions.

Laura M. Perez and Associates, Inc. (#10) a certified 1st Tier CBE firm, submitted a Schedule of Participation that listed itself to perform Architecture and Architectural Construction Management at

Compliance Memorandum
Johnny Martinez, Jr., P.E.
January 22, 2008
Project No. A07-FIRE-01
Page 2

20%. The Schedule of Participation also listed 1st Tier CBE sub-consultants Sanchez-Zeinab & Associates, Inc. to perform General Structural Engineering and General Civil Engineering at 15%, Fraga Engineers to Perform General Mechanical Engineering and General Electrical Engineering at 18%, and Curtis & Rogers Design Studio, Inc. to perform Landscape Architecture at 3%, for a total of 56%, falling short of the established CBE-AE measure by 44%. In a clarification letter to SBD, Laura M. Perez and Associates confirmed that the same (Laura M. Perez and Associates) would perform the remaining 44%. The Letters of Intent submitted were in agreement with the Schedule of Participation. Laura M. Perez and Associates, Inc. is in compliance with the CBE Participation Provisions.

Please note that SBD staff only reviewed and addressed compliance with the CBE-AE 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: Luisa Millan-Donovan, OCI
Traci Adams-Parish, SBD
File



Dept. of Business Development
Project Worksheet

Project/Contract Title: MIAMI LAKES WEST FIRE RESCUE STATION #64 (SIC 871)
Project/Contract No: A07-FIRE-01
Department: MIAMI DADE FIRE RESCUE
Estimated Cost of Project/Bid: \$247,000.00
Description of Project/Bid: TO ESTABLISH A PROFESSIONAL SERVICES AGREEMENT TO EMPLOY A CONSULTANT TO PROVIDE ARCHITECTURAL AND ENGINEERING SERVICES FOR THE MIAMI-DADE FIRE RESCUE DEPARTMENT (MDFRD) FOR THE DESIGN OF ONE (1) STATE OF THE ART TWO STORIES, THREE BAYS FIRE RESCUE STATION

RC Date: 08/29/2007
Item No: I-01

Funding Source: IMPACT FEES

Resubmittal Date(s):

Contract Measures Recommendation

Table with 3 columns: Measure, Program, Goal Percent. Row 1: 1st Tier Setaside, CBE, 100.00%

Reasons for Recommendation

This project meets all the criteria set forth in A.O. 3-32, Section V.

An "Availability Study" was conducted on August 22, 2007 amongst Tier 1 CBEs certified in categories 14.00 & 18.00 and having an interest in the project; nine (9) CBEs responded as being available and satisfying the requirements (of previous experience of a similar nature to this project).

SIC 871 - Architectural and Engineering Services

Analysis for Recommendation of a Goal

Table with 5 columns: Subtrade, Cat., Estimated Value, % of Items to Base Bid, Availability. Includes a Total row at the bottom.

Living Wages: YES [] NO [X]

Responsible Wages: YES [] NO [X]

Ordinance 90-143 is applicable to all construction projects over \$100,000 that do not utilize Federal Funds

REVIEW COMMITTEE RECOMMENDATION

Form with fields for Tier 1 Set Aside, Set Aside (Level 1, 2, 3), Trade Set Aside (MCC), Goal, Bid Preference, No Measure, Deferred, Selection Factor. Includes signatures and dates for Chairperson and County Manager.



MIAMI DADE COUNTY A&E Firm History Report

From: 04/17/2003 To: 04/17/2008

PRIMES

FIRM NAME: ALLEGUEZ ARCHITECTURE, INC.
 901 Ponce De Leon Blvd, Suite 202
 Coral Gables, FL 33134

PROJECT #	CONTRACT	DEPT.	MEASURES	AWARD DATE	AWARD AMOUNT
* EDP-PR-SR-600802 990001 CUTLER RIDGE PARK - MEDIUM RECREATION BUILDING	1	PR	NO MEASURE	01/15/2004	\$53,553.00
					<u>\$53,553.00</u>
EDP-AV-EF-393 SATELLITE E REPAIRS	1	AV	NO MEASURE	08/07/2004	\$172,000.00
					<u>\$172,000.00</u>
EDP-AV-SR-EF 423 BLDG. 60 ROOF REPLACEMENT	1	AV	NO MEASURE	10/29/2004	\$35,545.00
					<u>\$35,545.00</u>
* EDP-PR-SR-600802990001-CO CUTLER RIDGE - MEDIUM RECREATION BLDG	1	PR	NO MEASURE	11/30/2004	\$16,740.56
					<u>\$16,740.56</u>
EDP-HD-0603-UFAS-2 REMODELING 48 UNITS FOR UFAS COMPLIANCE PH1	1	HD	NO MEASURE	06/28/2006	\$113,000.00
					<u>\$113,000.00</u>

15

* Indicates closed or expired contracts



MIAMI DADE COUNTY A&E Firm History Report

From: 04/17/2003 To: 04/17/2008

PRIMES

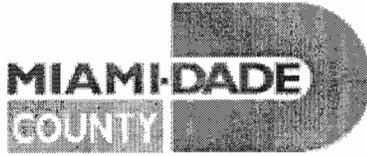
FIRM NAME: ALLEGUEZ ARCHITECTURE, INC.
901 Ponce De Leon Blvd, Suite 202
Coral Gables, FL 33134

PROJECT #	CONTRACT	DEPT.	MEASURES	AWARD DATE	AWARD AMOUNT
EDP-AV-EF-393-A SATELLITE REPAIRS	1	AV	NO MEASURE	09/28/2006	\$93,500.00
					<u>\$93,500.00</u>
EDP-HD-C-0603-UFAS 6 VCA/UFAS COMPLIANCE RENOVATIONS-PHASE II	1	HD	NO MEASURE	06/29/2007	\$0.00
					<u>\$0.00</u>
EDP-AV-S-491 EMERGENCY ROOF REPAIRS AREA 3 OR 4	1	AV	NO MEASURE	12/10/2007	\$90,000.00
					<u>\$90,000.00</u>
Total Award Amount					\$574,338.56
Total Change Orders Approved by BCC					\$0.00

16

* Indicates closed or expired contracts

Exit



MIAMI-DADE COUNTY, FLORIDA
Capital Improvements Information System
 All Contracts for FEIN 43639417
ALLEGUEZ ARCHITECTURE, INC.

<u>DST</u>	<u>DPT</u>	<u>Type</u>	<u>Contract</u>	<u>Name</u>	<u>Location / Contractor</u>	<u>Estimated Completion Date</u>	<u>Last Total Award</u>	<u>Status Date</u>	<u>% Complete / Status *</u>
0	AV	EDP	<u>EDP-AV-EF-393</u>	SATELLITE E REPAIRS	ALLEGUEZ ARCHITECTURE, INC.	N/A	\$0		0% / N/A
0	AV	EDP	<u>EDP-AV-EF-393-A</u>	SATELLITE REPAIRS	ALLEGUEZ ARCHITECTURE, INC.	N/A	\$0		0% / N/A
0	AV	EDP	<u>EDP-AV-S-491</u>	EMERGENCY ROOF REPAIRS AREA 3 OR 4	ALLEGUEZ ARCHITECTURE, INC.	N/A	\$0		0% / N/A
0	AV	EDP	<u>EDP-AV-SR-EF 423</u>	BLDG. 60 ROOF REPLACEMENT	ALLEGUEZ ARCHITECTURE, INC.	N/A	\$0		0% / N/A
0	HD	EDP	<u>EDP-HD-0603-UFAS 6</u>	VCA/UFAS COMPLIANCE RENOVATIONS-PHASE II	ALLEGUEZ ARCHITECTURE, INC.	N/A	\$0		0% / N/A
0	HD	EDP	<u>EDP-HD-0603-UFAS-2</u>	REMODELING 48 UNITS FOR UFAS COMPLIANCE PH1	ALLEGUEZ ARCHITECTURE, INC.	N/A	\$0		0% / N/A
0	PR	EDP	<u>EDP-PR-SR-600802990001</u>	CUTLER RIDGE PARK - MEDIUM RECREATION BUILDING	ALLEGUEZ ARCHITECTURE, INC.	N/A	\$0		0% / N/A
0	AV	EDP	<u>EDP-PR-SR-600802990001-CO</u>	CUTLER RIDGE - MEDIUM RECREATION BLDG	ALLEGUEZ ARCHITECTURE, INC.	N/A	\$0		0% / N/A
13	FR	PSA	<u>MDFRD-T-31</u>	<u>Architectural and Engineering</u>	<u>ALLEGUEZ ARCHITECTURE, INC.</u>	N/A	\$300,000		0% / N/A
Totals:						9	\$300,000		

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

Contracts Status View

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Projects

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Capital Improvements Information System Contractor Evaluations Report

<u>Dept</u>	<u>Contract</u>	<u>Type</u>	<u>Contractor / Architect Name</u>	<u>Date</u>	<u>Rater</u>	<u>Period</u>	<u>Rate</u>
AV	EDP-AV-EF-393	EDP	ALLEGUEZ ARCHITECTURE, INC.	2/27/2008	Tom Hart	Project conclusion or closeout	4.0
AV	EDP-AV-S-491	EDP	ALLEGUEZ ARCHITECTURE, INC.	2/27/2008	Tom Hart	Interim	4.0
AV	EDP-AV-SR-EF 423	EDP	ALLEGUEZ ARCHITECTURE, INC.	2/27/2008	Tom Hart	Completion of construction	4.0

Evaluation Count: 3 Contractors: 1 Average Evaluation: 4.0

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PROFESSIONAL SERVICES AGREEMENT

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ARTICLE 1 - DEFINITIONS

- 1.01) **ADDITIONAL SERVICES:** Those professional services defined in Section 2.02.
- 1.02) **BASIC SERVICES:** Those professional services defined in Section 2.01.
- 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. He/she 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) **CONTRACTING OFFICER:** Miami-Dade County acting through the Fire Rescue Department and its authorized representatives, providing administrative and contracting services for the duration of this Agreement.
- 1.07) **OWNER:** Miami-Dade County, a political subdivision of the State of Florida, not including Regulatory Agencies or Departments such as The Building Department or DERM.
- 1.08) **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.
- 1.09) **PROJECT MANAGER (PM):** An individual designated by the County to represent the Owner during the design and construction of the Project.
- 1.10) **PROJECT MANUAL:** Part of the Contract Documents comprising the non-technical specifications and the technical specifications of the Project in the CSI format.
- 1.11) **SCOPE OF WORK:** Includes, but is not limited to, full Architectural and Engineering Services necessary to prepare the Architectural Program, Construction Plans and Specifications, and Bid Documents as well as to provide for Construction Supervision Services for the Miami Lakes Fire Rescue Station No. 64, as described in Article 7 of this Agreement.
- 1.12) **SERVICE ORDER:** A document issued by the Owner to the Consultant authorizing the performance of specific professional services, stating the time for completion and amount of the fee authorized for such services. In case of emergency, the Owner reserves the right to issue oral authorization to the Consultant with the understanding that written confirmation shall follow immediately thereafter.
- 1.13) **USING AGENCY:** Miami-Dade Fire Rescue 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.

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1.14) VALUE ANALYSIS/ENGINEERING (VA/E): The systematic application of recognized techniques for optimizing both cost and performance in a new or existing facility or to eliminating items that add cost without contributing to required functions.

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ARTICLE 2 - SERVICES AND RESPONSIBILITIES OF THE CONSULTANT

2.01) BASIC SERVICES: The Consultant agrees to provide complete professional architectural and engineering services for the five Phases enumerated herein, including all civil engineering, structural engineering, architectural, interior design, mechanical/plumbing engineering, electrical engineering, and landscape design services required for the Project. The drawings shall be produced as AutoCAD “.dwg” extension files, in a version higher than 2004 and as acceptable to the Owner. These services are hereinafter referred to as "Basic Services". The Consultant will be responsible for writing and distributing minutes of all meetings he/she is asked to attend. When a reproducible set of documents is referred to hereunder, it shall mean an unbound full-sized (or reduced-size if requested) reproducible set of all documents with a soft copy (CD).

2.01.A) Phase I – Site Investigation, Programming and Schematic Design:

2.01.A.1) Upon receipt of an authorization to proceed from the Owner the Consultant shall request from the Owner a survey of the proposed Project Deleted: o site. 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 and any other information that the Architect / Engineer may deem necessary. The Consultant shall also request from the owner percolation tests; environmental, chemical, mechanical, structural, or other tests when deemed necessary; and appropriate professional engineer’s interpretation thereof and recommendations. The Consultant shall recommend such necessary tests to the Owner and provide required scope of services.

2.01.A.2) The Consultant shall confer with the Owner to present in writing, and if requested in an oral presentation, an informational Site Analysis Report, comprising survey information, utilities, soils report and geotechnical engineer’s recommendations.

2.01.A.3) Upon receipt of an authorization to proceed from the Owner the Consultant shall confer with representatives of the Owner to establish a Program consisting of a detailed listing of all functions, spaces and elements together with the square footage of each assignable space, gross square footage, FF&E schedule, and space adjacencies. The Owner’s representatives may include staff of various technical specialties, such as data and telecommunications, elevators, building management, Art in Public Places, ADA, etc. If the Project needs are so unique that a special analysis of the Owner’s requirements is necessary to establish a more detailed program, said services may be authorized by the Owner as Additional Services.

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2.01.A.4) The Consultant shall prepare and present in writing, and if requested in an oral presentation, for approval by the Owner, a Design Concept and Schematic Reports, comprising Schematic Design Studies, a Project Development Schedule and a statement of Probable Construction Costs in CSI format as defined below:

2.01.A.4A) 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 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.A.4B) 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.A.4C) The Project Development Schedule shall show the proposed completion date of each Phase of the Project: (1) Design Development; (2) Construction Documents Development; (3) Bidding and Award of Contract; and (4) Construction. 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.B).

2.01.A.4C.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.A.4C 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.A.4D) The Statement of Probable Construction Costs shall include a detailed breakdown of the estimated cost of the building(s) including fixed equipment, site improvements, professional fees, general requirements, construction contingency allowance, movable equipment (as applicable), utility service extensions, and

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funding allocation evaluation comprising a brief description of the basis for estimated costs. 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. Cost or scope reduction recommendations must be included with the submittal at no additional cost to the Owner if necessary to meet the Project's allocated budget. 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. 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. Said Ordinances and Resolutions include, but are not limited to (Refer to Section 8.09.B):

Ordinance No. 90-143—Responsible Wages and Benefits;

Ordinance No. 97-215—Inspector General

Resolution R-516-96—Independent Private-Sector Inspector General (IPSIG) Services;

Ordinance No. 73-77 — Art in Public Places.

2.01.A.4E) 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.

2.01.A.4F) The current total allocated construction funds also refer to as the estimated construction cost for this project is \$4,200,000.00 Formatted: Font: Bold

2.01.A.5) The Consultant shall submit six (6) copies of documents required under this Phase, without additional charge 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 - Design Development

2.01.B.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

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and, if requested by the Owner, at an oral presentation, the following: Design Development Documents, an updated Project Development Schedule, an updated Statement of Probable Construction Costs, and Response to Owner's comments from previous Schematic Design Phase submission, as defined below:

2.01.B.1A) 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; FF&E; 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) of Phase II documents, to explain the design concept of their systems.

2.01.B.1B) An updated Development Schedule showing the proposed completion date of each of the remaining Phases of the Project (Refer to Section 2.01.A.4C).

2.01.B.1C) An updated Statement of Probable Construction Costs (Refer to Section 2.01.A.4D). A Service Order to proceed with Phase III 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 otherwise.

2.01.B.1C.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.

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2.01.B.2) The Consultant shall return to the Owner review (check) sets of documents from the previous Schematic Design Phase submission. The Consultant shall provide an appropriate response to all review commentary 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.B.3) The Consultant shall submit six (6) copies of documents required under this Phase, without additional charge 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.

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2.01.B.4) Pursuant to Miami-Dade County Administrative Order 3-26, and as applicable, the Consultant shall participate in a Value Analysis/Engineering (VA/E). The VA/E will be conducted by an independent Consultant under contract to the Owner and be supervised by the Project Manager. The Consultant will provide documents, make an opening presentation relative to the contents of those documents, respond to questions posed by the VA consultant through the Project Manager, and be given the opportunity to respond to the VA/E's recommendations. Recommendations agreed to and required by the Owner will be incorporated by the Consultant into the Phase III Services.

2.01.C) Phase III - Construction Documents Development

2.01.C.1) Upon receipt of an authorization to proceed from the Owner, and based on the approved Design Development Documents, the Consultant shall 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, Project Manual. The Consultant is responsible for complete coordination between the architectural/engineering disciplines and compliance of the Design and Construction Documents with all applicable Codes.

2.01.C.2) Fifty percent (50%) Construction Documents Submittal: The Consultant shall (at no additional charge as part of basic services) make a fifty percent (50%) Construction Documents submittal, for review and approval by the Owner, which shall include the following:

2.01.C.2A) Six (6) 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.C.2B) Six (6) sets of the Project Manual. The Consultant shall in his/her 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 one hundred percent (100%) 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.

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- 2.01.C.2C) Color boards, which shall show complete color selections for all finish materials. A rendered presentation-quality perspective drawing of the building, mounted on foam-core board, 24"x36" minimum size. The Consultant shall provide electronic image file on disk of the perspective rendering, for the Owner's use in publications, presentations and other County means of communication.
- 2.01.C.2D) An updated Development Schedule showing the proposed completion date of each of the remaining Phases of the Project (Refer to Section 2.01.A.4C).
- 2.01.C.2E) An updated Statement of Probable Construction Costs (Refer to Section 2.01.A.4D). A Service Order 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.2E.1) If the updated statement of Probable Construction Costs exceeds allocated funds at no fault of the Owner through increased scope changes, 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.C.2E.2) The Consultant may be authorized to include in Construction Documents approved additive or deductive alternate bid items, to permit the Owner to award a Construction Contract within the limit of the Total Allocated Funds.
- 2.01.C.3) The Consultant shall return to the Owner review (check) sets of documents from the Design Development Phase submission. The Consultant shall provide an appropriate response to all review commentary noted on the previous Phase documents.
- 2.01.C.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

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the documents necessary in response to the review commentary. The 50% Documents review (check) set shall be returned to the Owner.

2.01.C.5) One hundred percent (100%) Construction Documents Submittal: The Consultant shall (as part of basic services) make 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 his/her 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.C.5.A) Six (6) sets of all one hundred percent 100% construction drawings.

2.01.C.5.B) Six (6) sets of the Project Manual. These specifications shall be in final form, except as may be revised through the review process.

2.01.C.5.C) Six (6) sets of all reports, programs, calculations, and similar documents necessary for the issuance of documents for bidding and Construction Contract award.

2.01.C.5.D) An updated Development Schedule showing the proposed completion date of each Phase of the Project (Refer to Section 2.01.A.4C) and proposed date of occupancy.

2.01.C.5.E) An updated Statement of Probable Construction Costs (Refer to Section 2.01.A.4D). 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 and shall review 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 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.

2.01.C.5E.1) If the updated statement of Probable Construction Costs exceeds allocated funds not the fault of the Owner through increased scope changes, 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.

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2.01.C.6) The Consultant will usher the permit dry run 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 Contract Documents necessary for approval by County, State and/or Federal 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%) Contract 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 authorities.

Deleted: GSA will be responsible for submitting the construction documents for dry-run.

2.01.C.7) The Consultant shall make all required changes and resolve all questions presented by the Owner and/or permitting 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 one (1) unbound reproducible and one (1) bound set, of all drawings and Project Manual to the Owner, without additional charge. The Consultant shall also provide electronic format files on disk, including ".dwg" and ".plt" drawing and plot files, and MS Word compatible ".doc" files of Project Manual, to the Owner, without additional charge.

2.01.C.8) The Consultant shall return to the Owner review (check) sets of the fifty percent (50%) construction Documents submission. The Consultant shall provide an appropriate response to all review commentary noted on the previous Phase documents.

2.01.C.9) The Consultant shall prepare and/or assist the Owner in the preparation of documents to initiate the bid and award for the Project.

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2.01.D) Phase IV - Bidding and Award of Contract

2.01.D.1) Approval of Bid Documents and Printing: Upon obtaining all necessary approvals of the Construction Documents from authorities having 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.

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2.01.D.2) Issuance of Bid Documents, Addenda, Pre-Bid Meetings, and Bid Opening:

2.01.D.2A) ~~The Consultant shall assist the Owner, in issuing the Bid Documents to prospective bidders.~~ Deleted: If requested by the Owner, t

2.01.D.2B) The Consultant shall record all questions, prepare and issue an appropriate response to such questions (Addenda), if any are required, during the bidding period. ~~The Consultant shall advise~~ Deleted: If requested by the Owner, t
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.D.2C) ~~The Owner has established a policy requiring a "Pre-Bid Meeting", for Projects. The Consultant shall assist the Owner in the~~ Deleted: If requested by the Owner, t
scheduling and notification of all prospective bidders for such pre-bid meetings. 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). If requested, the Consultant shall assist the Owner in executing the "Pre-Bid Attendance Affidavit" for attendees at "Mandatory" Pre-Bid Meetings no later than two (2) days after said meeting. The Consultant shall furnish the above to the Owner no later than two (2) days following said meeting(s).

2.01.D.2D) The Consultant shall be present at the bid opening with the Owner's staff. If requested by the Owner, the Consultant shall prepare the "Bid Tabulation" in the form approved or provided by the Owner, listing all General Contractors who obtained the Bid documents and any bid amounts submitted by the Bidders.

2.01.D.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 allocated funds, the Owner may:

2.01.D.3A) Approve the increase in the Project Budget and award a Contract, Deleted: 50

2.01.D.3B) Reject all bids and re-bid the Project within a reasonable time with a reduced scope, if applicable. Deleted: 50

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- 2.01.D.3C) If the Owner finds that the bid price exceeds total allocated funds by more than 10%, the Owner will direct the Consultant to prepare an analysis to determine the cause or causes for the bid price excess. The consultant shall prepare this analysis at no additional cost to the Owner. The Owner shall review the Consultant's analysis and make a determination whether the bid price exceeds the total allocated funds at no fault of the consultant, or whether the cause or causes for higher bids can be attributed to the Consultant's failure to control or anticipate higher costs.
- 2.01.D.3D) If the Owner determines that the bid price exceeds total allocated funds by more than 10% at the fault of the Consultant, the Owner will direct the Consultant to revise the Contract Documents, without changing the scope of the Project, and re-bid the Work included in the revised Contract Documents (in which case the Architect/Engineer shall again perform the work specified herein before, at no additional compensation, except for the reimbursement of the cost of printing of Contract Documents). The Owner may recognize exceptional construction market cost fluctuations before exercising this option;
- 2.01.D.3E) Suspend or abandon the Project.

2.01.E) Phase V - Administration of the Construction Contract

- 2.01.E.1) The 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.E.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.E.3) The Consultant and their Subconsultants shall visit the site to conduct field inspections during this phase, as required including but not limited to: 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. The Consultant and their Sub consultants shall provide all certifications; Special inspection services; inspections required by the authorities having jurisdiction; perform, and

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approve the required inspections as customarily provided, under the Florida Building Code (FBC). Threshold inspections shall be provided by the Consultant as part of the Phase V Basic Services. 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 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.E.4) The Consultant shall furnish the Owner with a written report of all observations of the work and require all Sub consultants to do the 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 meetings 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.E.5) Based on observations at the site and consultation with the Owner, the Consultant shall 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.E.5A) Evaluation of the work for conformance with the Contract Documents;

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- 2.01.E.5B)** The results of testing required by the Contract Documents; for which final results have not been received,
- 2.01.E.5C)** Minor deviations from the Contract Documents correctable prior to completion;
- 2.01.E.5D)** 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.
- 2.01.E.6)** For purposes of this Phase, the Consultant shall be the interpreter of the Contract Documents. The Consultant shall make 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.E.7)** The Consultant shall recommend to the Owner any 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, any 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, the Consultant shall first make a recommendation to the Owner and obtain Owner's approval for such inspection or testing.
- 2.01.E.8)** The Consultant shall promptly review and respond to Requests for Information (RFI) and shall have a maximum of fourteen (14) calendar days from receipt of RFI, to issue a written response to the Contractor. 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. If the Consultant considers it necessary to reject a submittal, the Consultant shall immediately notify the Owner after the third submittal is rejected, and schedule a meeting between the Contractor, the Owner and

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the Consultant, to jointly review and discuss the cause for rejection of the submittal.

2.01.E.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. 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.

2.01.E.9A) The Consultant shall not receive additional compensation for work associated with changes to the contract due to errors or omissions for which the Consultant is responsible.

2.01.E.10) The Consultant 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. A "Punch List" of any defects and discrepancies in the work shall be prepared by the Consultant and their sub-consultants in conjunction with the Owner. 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, Certificate of Occupancy and any other certificates required by applicable codes, laws, and the Contract Documents.

2.01.E.11) 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 his/her 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.E.12) The Consultant shall furnish to the Owner one complete set of "Record Drawings" in AutoCAD (version as agreed to by Owner and Consultant) formatted on CD, in drawing (*.dwg) files and one set of unbound

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reproducible documents. Such CD's and reproducible documents shall become the property of the Owner.

2.01.E.13) 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. One (1) set of reproducible full size sheets shall be furnished and one (1) reduced set on 11" x 17" sheets and electronic ".dwg" files on disk.

2.01.F) Warranty Administration

2.01.F.1) The Consultant 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. Upon receipt of notification from the Owner that defective work or warranty corrections have been identified, the Consultant shall contact the Owner within two (2) days, and agree to provide the Owner with a fee proposal for warranty services within another two (2) days. The Owner shall authorize the Consultant to provide these services, as authorized by an appropriate "Service Order", and the Consultant will be compensated by one of the methods outlined in 5.01.B and 5.01.C as mutually agreed to by the Owner and the Consultant.

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.

2.02.A.1) Design services relative to future facilities, systems and equipment associated with the site, but that are not intended to be constructed as part of this Project,

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2.02.A.2) Professional detailed Estimates of Construction Cost consisting of quantity surveys itemizing all material, equipment, and labor required for the Project.

2.02.A.3) The Services of full-time Field Representative(s) during construction, including the services of a special inspector for those items not included in the certification required by the authorities having jurisdiction and threshold inspection.

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- 2.02.A.4) 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.5) Preparing to serve as an expert witness in connection with any public hearing, arbitration proceeding, or legal proceeding.
- 2.02.A.6) Investigation and making detailed appraisals and valuations of existing facilities, and surveys or inventories required in connection with construction performed by the Owner.
- 2.02.A.7) The Consultant's assistance may be sought by the Owner for warranties exceeding the one year period covered under the Basic Services, for which the Consultant will be compensated as mutually agreed to by the Consultant and Owner.
- 2.02.A.8) Any other services not otherwise included in this Agreement or not customarily furnished in accordance with generally accepted architectural design practice.

2.03) REIMBURSABLE EXPENSES

- 2.03.A) Reimbursable expenses are those pre-authorized by the Owner 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 following purposes:
 - 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) Surveys, soils investigation reports, utilities investigation reports;
 - 2.03.A.3) Costs/Fees paid for securing approvals of authorities having jurisdiction over the work;
 - 2.03.A.4) Reproductions, excluding those for the office use of the Consultant and check/review sets required by the Agreement;
 - 2.03.A.5) Mailing of Bid Documents (if required).

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2.03.A.6) Courier services, except as chosen by consultant in order to deliver documents and check/review sets required by the Agreement;

2.03.A.7) Other equipment or supplies if specifically requested and authorized by the Owner.

2.04) ADEQUATE STAFFING

2.04A) In connection with Professional Services to be rendered pursuant to this Agreement, the Consultant further agrees to maintain an adequate staff of qualified personnel available at all times to ensure its completion within the term specified in the applicable Service Order and in accordance with the approved project schedule. The Owner has the right to approve and regulate the Consultant's workforce and to approve specific Consultant employees. The Owner has the right to have any Consultant employee removed from the work, if, in the Owner's sole judgment, such employee's conduct or performance is detrimental to the project. The Consultant shall not replace any employee in the team initially proposed by the Consultant without prior Owner approval.

2.05) PUBLISHING OF INFORMATION

2.05A) The Consultant shall make no statements, press releases or publicity releases concerning this Agreement or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with this Agreement, or any particulars thereof, during the period of this Agreement, without first notifying the Owner and securing its consent in writing. The Consultant also agrees that it shall not publish, copyright or patent any of the data furnished in compliance with this Agreement, that being understood that under Article 8.08 - Ownership of the Documents hereof such data or information is the property of the County.

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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, Interior Designer, 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 1.11.

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: CRJ & Associates, Inc. Deleted: _____

Consulting Service: General Civil Engineering

Firm Name: SDM Consulting Engineers Deleted: _____

Consulting Service: General Mechanical and Electrical Engineering

Firm Name: Laura Llerena and Associates Deleted: _____

Consulting Service: Landscape Architecture

Firm Name: Botas Engineering, Inc. Deleted: _____

Consulting Service: General Structural 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.

100% Set Aside (CBE) Goal

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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 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) Information regarding the Project budget, Owner's procedures, guidelines, forms, formats and assistance to establish the Project program per Section 2.01.A of this Agreement.
- 4.01.A.2) The Owner agrees to furnish to the Consultant any plans and any other data available in the Owner files pertaining to the work to be performed under this Agreement. The Consultant is responsible to request any and all plans and data not furnished, which the Consultant knows or should know, is necessary or appropriate for the rendition of the services described herein.
- 4.01.A.3) The Owner shall issue written authorizations to proceed to the Consultant for the work to be performed hereunder. These authorizations are referred to as Service Orders. In case of emergency, the Owner reserves the right to issue oral authorizations to the Consultant with the understanding that written confirmation shall follow immediately thereafter. The Consultant shall submit a proposal, in a form acceptable to the Owner, upon the Owner's request prior to the issuance of a Service Order. No payment shall be made for the Consultant's time or services in connection with the preparation of any such proposal. The Owner shall confer with the Consultant before any Service Order is issued to discuss and agree upon the scope, time for completion, compensation method and fee for services to be rendered pursuant to this Agreement.

4.02) PROJECT MANAGEMENT

- 4.02.A) The County 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. The

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Consultant shall communicate with the Owner in the most efficient manner and using electronic means to the greatest extent possible as directed by the Owner.

4.02.B) The Project Manager shall act on behalf of the Owner in all matters pertaining to this Agreement, and shall issue written authorizations to proceed to the Consultant for the work to be performed hereunder. These authorizations are referred to as Service Orders. In case of emergency, the Owner reserves the right to issue oral authorizations to the Consultant with the understanding that written confirmation shall follow immediately thereafter.

The Consultant shall submit a proposal, in a form acceptable to the Owner, upon the Project Manager's request prior to the issuance of a Service Order. No payment shall be made for the Consultant's time or services in connection with the preparation of any such proposal.

The Project Manager shall confer with the Consultant before any Service Order is issued to discuss and agree upon the scope, time for completion, compensation method and fee for services to be rendered pursuant to this Agreement.

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.

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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 **Three Hundred Thousand dollars (\$300,000.00)**.

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

Fees calculated on an hourly basis shall be a multiple (multiplier) of **2.8** times the salary rate paid to office personnel directly engaged on the Project and in no case shall the maximum billable hourly rate (including multipliers) exceed **\$150.00** per hour for prime and Sub consultant except as specifically provided herein. The multiplier shall be established based on audited overhead reports submitted by the Consultant at the time of negotiations. The hourly 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 **2.0**. 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) Labor rates shall be in accordance with the list of employees and rates supplied by the Consultant and consistent with prevailing local wage rates paid for similar work to similar employees' classifications and subject to Owner's approval prior to starting work. In no way will an employee hourly rate exceed the maximum amount stipulated in the contract. Yearly wage rates increases for these employees shall be no higher than raises of similar employees in the firm and subject to approval by the Project Manager, which approval shall not be unreasonably withheld. The Owner may approve higher raises in limited cases subject to the Consultant documenting special circumstances. This provision is not meant to limit the hourly rate at which the Consultant pays their employees, it only limits the hourly rate at which the Owner will reimburse and pay the Consultant. The Consultant shall submit a recent uncontested overhead audit performed by a government agency and for smaller firms who do not have an uncontested overhead audit performed by a government agency, an overhead rate that complies with Federal Acquisition Regulations Chapter 31 prepared and signed by a Certified Public Accountant (CPA). All overhead rate submittals shall be consistent with those submitted during the initial contract negotiations.

5.01.D) Fee for Design of Alternates

5.01.D.1) The Consultant shall not be entitled to compensation for Phases I through IV (design through bidding) for alternates or any re-design 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, except when the change is due to the Consultant's errors and/or omissions, 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.

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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 SERVICES/REIMBURSABLE EXPENSES FEE

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5.02.A) At the discretion of the Owner, the Consultant may be authorized to perform Additional Services/Reimbursable Expenses described under Sections 2.02 and 2.03 of this Agreement.

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 or as mutually agreed to by the Owner and the Consultant.

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.

5.02.C) As provided in Article 2.03, the Consultant shall be compensated on a direct reimbursement basis for certain work related expenditures not covered by burdened direct labor, provided such expenditures are reasonable and previously authorized by the Owner. Reimbursable expenses may include: expenses for document reproduction, rental of specialized equipment, and purchase of special instruments necessary for the efficient performance of the work, provided that such instruments remain the property of the County upon work completion. These expenses shall be reimbursed on a direct cost basis. No separate additional payment shall be authorized for the use of AutoCAD workstations (computers).

5.02.D) Expenses for travel outside Miami-Dade County (except commuting), transportation and subsistence by Consultant personnel in the furtherance of the work will be reimbursed according to the provisions of Chapters 112.061, 125.0104, 159.47 of the Florida Statutes and Sections 1.06 and 4.02 of the Miami-Dade County Code, or other applicable County Ordinances, Administrative Orders, Implementing Orders or Resolutions as presently written or hereafter amended. The Consultant shall obtain prior authorization from the Owner for all travel expenses. Failure to obtain such prior authorization shall be grounds for nonpayment of travel expenses.

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5.02.E) The Owner as verified by appropriate bills, invoices or statements will reimburse the costs of Reimbursable Expenses. This account will be used

by the Department for LEED Registration and Certification fees, printing and mailing of documents and plan review fees, resulting in additions to the Basic Services Fee. The aggregate sum of all payments to the Consultant for Reimbursable Expenses shall not exceed **Twenty Eight Thousand Dollars (\$28,000).**

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5.02.F)

This project is a professional service agreement for the design of a facility of public property, therefore a 10% Allowance Account is permissible, per Ordinance No. 00-65. This Allowance Account will be used by the Department for unforeseen conditions necessitating additional design, resulting in additions to the basic fee. As a result, the aggregate sum for all payments to the Consultant for Additional Services authorized on this Project shall be limited to **Thirty Thousand Dollars (\$30,000.00).**

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the Construction Contract. The Consultant shall provide for a similar retention in all of his subcontracts. This retainage shall be released to the Consultant upon completion of all services contained in Article 2.01.E of this Agreement.

6.03) PAYMENT FOR ADDITIONAL SERVICES

- 6.03.A)** Payment for Additional Services may be requested monthly in proportion to the services performed.

- 6.03.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.

- 6.03.C)** 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.

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ARTICLE 7 – SCOPE OF SERVICES

7.01) SCOPE OF SERVICES

7.01.A) Includes, but is not limited to, full Architectural and Engineering Services necessary to prepare the Architectural Program, Construction Plans and Specifications, and Bid Documents as well as to provide for Construction Supervision Services for the Miami Lakes Fire Rescue Station No. 64, as described in Article 7 of this Agreement. The services shall include, but not be limited to:

- Assessment of current site conditions and operations and projected growth
- Development of an Architectural Program to accommodate current needs as well as projected growth
- Development of FF&E recommendations and schedule, for Owner’s review and approval
- Indicate on floor plans the location of all FF&E items, cross-referenced to FF&E schedule sheet.
- Development and update of Project Schedules
- Estimates of Probable Construction Costs
- Providing complete and biddable Construction Documents for a Design that conforms with the governing edition of the Florida Building Code, its referenced codes, and local amendments as applicable; Test Protocols for High-Velocity Hurricane Zones; products that have been approved for use on buildings in Miami-Dade County; ADA regulations; State and Federal regulations
- Providing Construction Documents that include but not be limited to all required space layouts, including all fixed cabinetry; casework; coordination of FF&E with electrical, HVAC, plumbing, and structural supports for all required equipment
- Providing Interior Design Services necessary to detail and specify all finished surfaces and assemblies, including color schemes for the Owner’s review and approval, and building presentation renderings
- Providing power and conduit design as required to meet telecommunications, data, security, and any audio-visual requirements of the Building
- Providing any phasing plans to facilitate the proposed construction
- Providing Contract Administration and Warranty Administration Services
- Providing building design concepts towards obtaining LEED Certification for the project as per Miami-Dade County Ordinance 07-65, Sustainable Building Program and Implementing Order 8-8.

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ARTICLE 8 - GENERAL PROVISIONS

8.01) INDEMNIFICATION AND WAIVER OF LIABILITY

- 8.01.A)** The Consultant shall indemnify and hold 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. 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 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 Architect/Engineer is responsible for the professional quality, technical accuracy, completeness, performance and coordination of all work required under the Agreement (including the work performed by Sub-consultants), within the specified time period and specified cost. The Architect/Engineer shall perform the work utilizing the skill, knowledge and judgment ordinarily possessed and used by a proficient consulting Architect/Engineer with respect to the disciplines required for the performance of the work in the State of Florida. The Architect/Engineer is responsible for, and represents that the work conforms to Owner's requirements as set forth in the Agreement. The Architect/Engineer shall be and remain liable to the Owner for all damages to the Owner caused by the Architect/Engineer's negligent acts or errors or omissions in the performance of the work. In addition to all other rights and remedies, which the Owner may have, the Architect/Engineer shall, at its expense, re-perform the services to correct any deficiencies, which result from the Architect/Engineer's failure to perform in accordance with the above standards. The Owner shall notify the Architect/Engineer in writing of any deficiencies and shall approve the method and timing of the corrections. Neither the Owner's inspection

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review, approval or acceptance of, nor payment for, any of the work required under the Agreement shall be construed to relieve the Architect/Engineer or any Sub-consultant of its obligations and responsibilities under the Agreement, nor constitute a waiver of any of the Owner's rights under the Agreement or of any cause of action arising out of the performance of the Agreement. The Architect/Engineer and its Sub-consultants shall be and remain liable to the Owner in accordance with applicable law for all damages to Owner caused by any failure of the Architect/Engineer or its Sub-consultants to comply with the terms and conditions of the Agreement or by the Architect/Engineer's or Sub-consultants' misconduct, unlawful acts, negligent acts, errors or omissions in the performance of the Agreement. With respect to the performance of work by Sub-consultants, the Architect/Engineer shall, in approving and accepting such work, ensure the professional quality, completeness, and coordination of Sub-consultant's work.

- 8.02. A.1) The Architect/Engineer shall be responsible for deficient, defective services and any resulting deficient, defective construction services re-performed within twelve (12) months following final acceptance and shall be subject to further re-performance, repair and replacement for twelve (12) months from the date of initial re-performance, not to exceed twenty-four months (24) from final acceptance.

INSURANCE

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

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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: The Consultant shall maintain Public Liability Insurance on a comprehensive basis in an account not less than \$300,000 combined single limit per occurrence for bodily injury and property damage. The Owner 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.

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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 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 Owner 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.D1) 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.D2) 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 his/her 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

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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) 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.B.1) Each time any portion of Phases I through III 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 Small Business Development Department (SBD), the Office of Capital Improvements (OCI) and any other entity established by the Owner for tracking the performance of unsatisfactory performance.

8.04.C) 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 Owner 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.

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8.06) TERMINATION OF AGREEMENT

- 8.06.A) The Owner 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 Owner'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 Owner, and upon payment thereof the Owner 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.

- 8.06.B) In the event the Consultant fails to comply with the provisions of this Agreement, the Owner may declare the Consultant in default by thirty (30) days prior written notification, if the Consultant fails to cure the default or take acceptable steps, all to the satisfaction of the Owner, to cure the default within that time frame. In such event, the Consultant shall only be compensated for any completed professional services found acceptable to the Owner. In the event partial payment has been made for such professional services not completed, the Consultant shall return such sums to the Owner within ten (10) days after receipt of written notice that said sums are due. The Consultant shall be compensated on a percentage of the professional services which have been performed and found acceptable to the Owner at the time the Owner declares a default. Any dispute arising out of this Section shall be resolved in accordance with Section 8.12 – RIGHT OF DECISIONS AND DISPUTE RESOLUTION.

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.

- 8.07.B) The Owner reserves the right to audit the Consultant's financial records, including but not limited for purposes of verifying that certified cost or pricing data submitted or identified by the Consultant in conjunction with the negotiation of this Agreement or any modification/change order to this Agreement, the Consultant shall, for a period of three (3) years after Final Acceptance under this Agreement:

A. Maintain such certified cost of pricing data, including books, records, documents, papers, computations, projections and other supporting data. All such

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certified cost or pricing data shall be clearly identified, readily accessible and, to the extent feasible, kept separate and apart from all unrelated documents.

B. Permit authorized representatives of the Owner and the State of Florida to examine such books, records, documents, papers, computations, projections and other supporting data.

Unless governed elsewhere in the contract, in the event any information provided by the Consultant during initial contract negotiations or any supplemental agreement negotiations is later determined by the Owner not to have been complete, accurate or current at the time of the submittal, an appropriate reduction or increase in the total compensation amount will be made to the contract. If this determination is made by the Owner after final payment, the Owner shall use all available means to recover said funds including withholding funds due the Consultant on other Owner contracts. The Consultant agrees to insert these audit clauses in all of his subcontracts.

8.08) OWNERSHIP AND REUSE OF THE DOCUMENTS

8.08.A) 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.

8.08.B) If the Owner elects to re-use the plans and specifications for other sites and/or purposes other than those 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.

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8.08.C) The Consultant shall bind all Sub consultants to the Agreement requirements for re-use of plans and specifications.

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 agrees to abide by Miami-Dade County Ordinances, Resolutions and Administrative Orders which may have a bearing on the work involved under this Agreement, including but not limited to:

8.09.B.1) Ordinance No. 72-82 - Conflict of Interest Ordinance. As amended by Ordinance No. 00-01 and Ordinance No. 00-46

8.09.B.2) Ordinance No. 77-13 - Financial Disclosure

8.09.B.3) Ordinance No. 73-77 - Art in Public Places (See 8.09.F for additional information).

8.09.B.4) Ordinance No. 82-37 - Affirmative Action Plan

8.09.B.5) Ordinance No. 90-133 - Disclosure of Ownership, Collective Bargaining Agreement, and Employee Wages, Health Care Benefits, Race, National Origin, and Gender

8.09.B.6) Ordinance No. 90-143 - Responsible Wages and Benefits

8.09.B.7) Ordinance No. 91-142 - Family Leave, as Amended by Ordinance No. 92-91 - Family Leave, superseded by Ordinance No. 93-118 Family Leave Act, as amended by Resolution R-1499-91 and Resolution R-183-00

8.09.B.8) Ordinance No. 92-15 - Drug-free Work place, as Amended by Ordinance No. 00-30

8.09.B.9) Ordinance 94-73 - Value Analysis and Life-Cycle Costing

8.09.B.10) Ordinance No. 95-178 - Proposers are to verify that all delinquent and currently due fees or taxes have been paid as a condition of award

8.09.B.11) Ordinance No. 97-35 - Fair Subcontracting Practices as amended by Ordinance No. 98-124.

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- 8.09.B.12) Ordinance No. 97-67 - Amending Chapter 11A Prohibiting Discrimination in Contracting, Procurement, Bonding, and Financial Services
- 8.09.B.13) Ordinance No. 97-104 - Listing of Sub Contractors and Suppliers on County Contracts
- 8.09.B.14) Ordinance No. 97-172 and Administrative Order 3-26 - Amending Section 2-10.4, requiring certain agreements for Professional Architectural and Engineering Services to include Value Analysis as part of the scope of services
- 8.09.B.15) Ordinance No. 97-215 - Inspector General
- 8.09.B.16) Ordinance No. 98-30 - County Contractors Employment and Procurement Practices
- 8.09.B.17) Ordinance No. 98-106 - Cone of Silence
- 8.09.B.18) Ordinance No. 99-5 - Domestic Violence Leave
- 8.09.B.19) Ordinance No. 99-152 - False Claim Ordinance
- 8.09.B.20) Ordinance No. 99-162 - Precluding entities who are not current in their obligations to the County from receiving new contracts or purchase orders
- 8.09.B.21) Ordinance No. 00-18 - Debarment
- 8.09.B.22) Ordinance No. 00-67 - Prohibition of contracting with individuals and entities while in arrears with the County, as amended by Resolution R-531-00
- 8.09.B.23) Ordinance No. 00-85 - Ordinance amending Section 2-8.9 of the Code of Miami-Dade County, The Living Wage Ordinance
- 8.09.B.24) Ordinance No. 00-96 - Code of Business Ethics: Ordinance amending Section 2-9.1(i) of the Miami-Dade County Code
- 8.09.B.25) Ordinance No. 01-103 and Administrative Order 3-32 - Community Business Enterprise Program.
- 8.09.B.26) Resolution R-1049-93 - Affirmative Action Plan Furtherance and Compliance
- 8.09.B.27) Resolution R-385-95 - Policy prohibiting contracts with firms violating the A.D.A. and other laws prohibiting discrimination on the basis of

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disability A.D.A. requirements, are a condition of award, as amended by Resolution R-182-00

- 8.09.B.28) Resolution R-516-96 and Administrative Order 3-20 - Independent Private Sector Inspector General (IPSIG) Services
- 8.09.B.29) Resolution R-994-99 - Code of Business Ethics
- 8.09.B.30) Resolution R-185-00 - Domestic Violence Leave requirements are a condition of award
- 8.09.B.31) Resolution R-744-00 - Requiring the continued engagement of critical personnel in contracts for professional services for the duration of the Project.
- 8.09.B.32) Administrative Order-3-26 - Ordinance amending Section 2-10.4 requiring certain agreements for Professional Architectural and Engineering Services to include Value Analysis as a part of the base scope of services which are incorporated herein by reference, as if fully set forth herein, in connection with the Consultant's obligation hereunder.
- 8.09.B.33) Administrative Order-3-39 - Acquisition of Professional Services.
- 8.09.B.34) Ordinance No. 07-65 – Sustainable Building Program

8.09.C) The Consultant shall comply with the financial disclosure requirements of Ordinance 77-13 as amended by filing within 30 days of the execution of this Agreement and prior to July 15th of each succeeding year that the Agreement is in effect, one of the following with the Supervisor of Miami-Dade County Elections Department, P.O. Box 521550, Miami, Florida 33152-1550:

- 8.09.C.1) A Source of Income Statement
- 8.09.C.2) A Statement of Financial Interests
- 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

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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. The time for which payment shall be due is thirty (30) days from the receipt of a proper invoice. 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

8.09.F.1) 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,

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investigate, monitor, oversee, inspect and review operations, activities, performance and procurement process including but not limited to project design, bid specifications, 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, 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.

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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.

8.09.F.2)

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

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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

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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 facility 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 following:

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 Owner's 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 Small Business Development Department, 111 N.W. 1st Street, 19th Floor, Miami, Florida, 33128.

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 Owner 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 following the end of the contract, or acceptance of the work by the Owner, whichever is later.

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

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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 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.D) 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.
- 8.10.E) Truth In Negotiation: pursuant to AO 3-39 and Florida State Statutes Chapter 287.055 5(a): For all lump sum costs or costs plus a fixed fee contract in which a fee will exceed one hundred fifty thousand dollars (\$150,000; 287.017 - category four), the County will require the firm receiving the award to execute a Truth-In-Negotiation Certificate as required by Chapter 287, Florida Statutes.

Force Majeure: For the purpose of delay and events of force majeure, an event of "Force Majeure" is defined to include an event beyond the control of the Party claiming Force Majeure, which prevents such Party from fulfilling its obligations, and includes, without limitation, acts of God (including floods, hurricanes and other adverse weather), war, riot, civil disorder, acts of terrorism, disease, epidemic, strikes and labor disputes, actions or inactions of government or other authorities, law enforcement actions, curfews, closure of transportation systems or other unusual travel difficulties, or inability to provide a safe working environment for employees.

- 8.10.F) Standard of Care: In the performance of its services, Consultant shall exercise that degree of care and skill customarily exercised by other professionals performing similar services in the same locality and time period.
- 8.10.G) Responsibility for Others: Consultant shall be responsible to the Owner for Consultant Services and the services of Consultant subcontractors. Consultant shall not be responsible for the acts or omissions of other parties engaged by The

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Owner nor for their construction means, methods, techniques, sequences, or procedures, or their health and safety precautions and programs.

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

8.10.I) No Third Party Rights: This Agreement shall not create any rights or benefits to parties other than the Owner and Consultant.

8.10.J) Right of entry: the Owner grants to Consultant, if the project site is owned by the County, permission for a right of entry from time to time by Consultant, its employees, agents and subcontractors, upon the project site for the purpose of providing the services. If the project site is not owned by the County, the Consultant is responsible for making arrangements with property owner(s) for right of entry from time to time by Consultant, its employees, agents and subcontractors, upon the project site for the purpose of providing the services. The Owner recognizes that the use of investigative equipment and practices may unavoidably alter the existing site conditions and affect the environment in the area being studied, despite the use of reasonable care. In the event existing site conditions have been altered, the consultant shall restore site to original condition.

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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 Owner 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) RIGHT OF DECISIONS AND DISPUTE RESOLUTION

8.12.A) All services shall be performed by the Consultant to the satisfaction of the Project Manager who shall decide all questions, difficulties and disputes of whatever nature which may arise under or by reason of this Agreement, the prosecution and fulfillment of the services hereunder, and the character, quality, amount and value

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thereof. In the event the Consultant and the Owner are unable to resolve their differences concerning any determination made by the Project Manager or any dispute or claim arising under or relating to the Contract, either the Consultant or the Owner may initiate a dispute in accordance with the procedure set forth in this Article. Exhaustion of these procedures shall be a precondition to any lawsuit permitted hereunder.

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

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

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

8.13) CERTIFICATION

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

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8.14) DURATION OF AGREEMENT

8.14.A) This Agreement shall remain in full force and effect for a period of eight hundred (800) calendar days for design and construction periods plus 1 year for warranty administration period, after its date of execution (although actual completion of the services hereunder may extend beyond such term) or until depletion of the funds allocated to pay for the cost of services, whichever occurs first, unless terminated by mutual consent of the parties hereto or as provided in Article 8.06 hereof. The performance of specifically and properly authorized services which may extend beyond the Agreement's effective term shall be compensated in accordance to Article 6.03 hereof.

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8.15) ENTIRETY OF AGREEMENT

8.15.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.

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

WHEN THE CONSULTANT IS A CORPORATION

Attest:

Secretary:

Signature _____ Legal Name of Corporation _____

By:

Legal Name _____ Signature _____

(Corporate Seal) _____ Legal Name and Title _____

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MIAMI-DADE COUNTY, FLORIDA

Approved as to Insurance Requirements: Approved as to Form and Legal Sufficiency:

Risk Management Division

Assistant County Attorney

Date: _____

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 Clerk of the Board
One Original to User Department's Project File
One Original to Office of Capital Improvements
One Original to Small Business Development
One Original to Consultant

cc: Project Manager

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