Memorandum

MIAMI-DADE COUNTY

Date: May 4, 2010

To: Honorable Chairman Dennis C. Moss
and Members, Board of County Commissioners

Agenda Item No. 8(P)(1)(E)

From: George M. Burgess
County Manager

Subject: Contract Award Recommendation in the Amount of $5,000,000.00 for Miscellaneous Professional Services Agreements with Ten (10) Consulting Firms to Provide Materials Testing, Consulting and Training Services (Project No: E09-PW-03; Contract No: 20090201) and Authorizing the Use of Various Funding Sources Including Charter County Transit Surtax and Building Better Communities General Obligation Bond Funds

Recommendation

This Recommendation for Award for Miscellaneous Professional Services Agreements Contract No: 20090201 between Miami-Dade County and the ten (10) consulting firms listed below has been prepared by the Public Works Department (PWD) and is recommended for approval.

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

No additional authority is being requested within the body of this contract.

Scope

PROJECT NAME: Miscellaneous Professional Services Agreements to Provide Materials Testing, Consulting and Training Services

PROJECT NO: E09-PW-03

CONTRACT NO: 20090201

PROJECT DESCRIPTION: The Miami-Dade County has the need to establish Miscellaneous Professional Services Agreements to provide Materials Testing, Consulting and Training Services, on an as needed basis for various Miami-Dade County Departments. These agreements will be primarily utilized for the testing services necessary for various projects within Miami-Dade County. These agreements will also address miscellaneous projects from various Miami-Dade County Departments which include: Aviation, Water and Sewer, General Services Administration, Environmental Resources Management, Housing, Park and Recreation, Seaport and others. The departments will utilize the Materials Testing, Consulting and Training Services Agreements during the upcoming thirty-six (36) months.

The testing services include a multitude of tests that are required by various departments for specific needs, these are in general and not limited to the following: Industrial Hygiene, Asbestos, Ambient Air, Bio-hazards etc.
The Laboratory shall not subcontract any work order under this Agreement without the written consent of the County. When applicable and upon receipt of such consent in writing, the Laboratory shall cause the names of the firms responsible

The Laboratory shall not subcontract any work order under this Agreement without the written consent of the County. When applicable and upon receipt of such consent in writing, the Laboratory shall cause the names of the firms responsible for the major portions of each separate specialty of the work to be inserted in the pertinent documents or data. No assignment or transfer of work will be allowed.

Every qualified and responsive firm that applies will be awarded an agreement and will be issued work orders under said agreement on a rotating basis for the technical certification available within this agreement.

PROJECT LOCATION: Various locations throughout Miami-Dade County.

PRIMARY COMMISSION DISTRICT: Various Districts

APPROVAL PATH: Board of County Commissioners

OCI A&E PROJECT NUMBER: E09-PW-03

USING DEPARTMENT: Multiple

MANAGING DEPARTMENT: Public Works Department

Fiscal Impact / Funding Source

FUNDING SOURCE:

SOURCE	PROJECT NUM	SITE #
OTHER	N/A	N/A

The cost of services will be charged to the particular projects or activities requiring these services. The department requesting the services for the specific project will establish the funding source at the time a Work Order is issued. Work Orders will not be issued under this contract unless the specific user department identifies appropriate budgeted funds.

Fiscal impact to the Charter county Transit Surtax is estimated at approximately $2,000,000 over the agreement period of the PSA. The cost of the services will be charged to those particular PTP projects which require Soils, Foundations and Geotechnical Testing Services.

OPERATIONS COST IMPACT / FUNDING: N/A

MAINTENANCE COST IMPACT / FUNDING: N/A

LIFE EXPECTANCY OF ASSET: N/A

PTP FUNDING: Yes

GOB FUNDING: Yes

ARRA FUNDING: No

CAPITAL BUDGET PROJECT:

CAPITAL BUDGET PROJECT # - DESCRIPTION	AWARD ESTIMATE
999999999 - Various Capital Projects	$5,000,000.00

PROJECT TECHNICAL CERTIFICATION REQUIREMENTS:

TYPE	CODE	DESCRIPTION
Prime	9.06	SOILS, FOUNDATIONS AND MATERIALS TESTING – MATERIALS TESTING / CONSULTING / TRAINING

SUSTAINABLE BUILDINGS ORDINANCE: (I.O NO. 8-8) Did the Notice to Professional Consultants contain Specific Language requiring compliance with the Sustainable Buildings Program? NO.

NTPC'S DOWNLOADED: 1719

PROPOSALS RECEIVED: 10

CONTRACT PERIOD: 1095 Days. This Agreement shall remain in full force and effect for three (3) years after its date of execution or until depletion of the funds allocated to pay for the cost of the services described in the Agreement, whichever occurs first, unless terminated by mutual consent of the parties hereto or as otherwise provided in Sections XI, XVI, XXII and XXIII of the Agreement.

CONTINGENCY PERIOD: 0 Days.

IG FEE INCLUDED IN BASE CONTRACT: Yes

ART IN PUBLIC PLACES: No

BASE ESTIMATE: $5,000,000.00 The amount has been allocated to accurately reflect the past usage of this contract. The County reserves the right to adjust the allocation.

BASE CONTRACT AMOUNT: $5,000,000.00 Each of the following firms will be allocated five hundred thousand dollars ($500,000.00): AirQuest Environmental, Inc., ATC Group Services, Inc., Bureau Veritas North America, Inc., EBS Engineering, Inc., EE&G Environmental Services, LLC, GLE Associates, Inc., Mactec Engineering and Construction, Inc., Nova Engineering and Environmental, LLC, Professional Services Industries, Inc., Terracon Consultants, Inc.

CONTINGENCY ALLOWANCE (SECTION 2-8.1 MIAMI DADE COUNTY CODE):	TYPE	PERCENT	AMOUNT	COMMENT
	N/A	0%	$0.00	

TOTAL DEDICATED ALLOWANCE: $0.00

TOTAL AMOUNT: $5,000,000.00

Track Record / Monitor

SBD HISTORY OF VIOLATIONS:	None. The History of Violation Report lists no violations for any of the ten (10) consulting firms.
EXPLANATION:	The Request to Advertise was approved and filed with the Clerk of the Board on November 14, 2009 and on November 19, 2009 the solicitation to provide Materials Testing, Consulting and Training Services was advertised and 1,719 consultants were notified. The pre-submittal meeting and the project briefing took place on November 23, 2009. Negotiations with the firms commenced and concluded on February 18, 2010 and resulted in a 3% reduction from the previous contract and an overall 14% reduction on the engineering hourly rate. Following completion of the award process, the project will be assigned to Mr. Carlos Lavista, Project Manager for day to day responsibilities.
SUBMITTAL DATE:	11/19/2009
ESTIMATED NOTICE TO PROCEED:	6/1/2010
MINIMUM QUALIFICATIONS EXCEED LEGAL REQUIREMENTS:	No
REVIEW COMMITTEE:	**MEETING DATE:** 8/5/2009 **SIGNOFF DATE:** 8/7/2009
RESPONSIBLE WAGES:	No

REVIEW COMMITTEE ASSIGNED CONTRACT MEASURES:

TYPE	GOAL	ESTIMATED VALUE	COMMENT
CBE	0.00%	$0.00	No measures
CWP	0.00%	0	Not applicable

MANDATORY CLEARING HOUSE:	No		
CONTRACT MANAGER NAME / PHONE / EMAIL:	Carlos Lavista	(305) 375-4660	lavista@miamidade.gov
PROJECT MANAGER NAME / PHONE / EMAIL:	Carlos Lavista	(305) 375-4660	lavista@miamidade.gov

Background

BACKGROUND:	Miami-Dade County Departments utilize the services of the subject project when required for Miami-Dade County Contracts. These services will be primarily utilized for Materials Testing Services, Consulting and Training, necessary for the design and construction of funded projects.
CONSULTANT NAME:	AirQuest Environmental, Inc.
COMPANY PRINCIPAL:	Traci-Anne Boyle
COMPANY QUALIFIER:	Traci-Anne Boyle
STREET ADDRESS:	4990 SW 52 Street, Suite 204, Fort Lauderdale, Florida 33314
YEARS IN BUSINESS:	Eight (8) Years
PREVIOUS AGREEMENTS & PERFORMANCE WITH COUNTY:	New Firm
SUBCONSULTANTS:	N/A
CONSULTANT NAME:	ATC Group Services, Inc.
COMPANY PRINCIPAL:	Alexis E. Paniagua, P.E.
COMPANY QUALIFIER:	Alexis E. Paniagua, P.E.
STREET ADDRESS:	9955 NW 116 Way, Suite 1, Medley, Florida 33178
YEARS IN BUSINESS:	17 Years
PREVIOUS AGREEMENTS & PERFORMANCE WITH COUNTY:	Three (3) agreements with an aggregated total of approximately $10,100,000.00. One (1) evaluation with an overall performance rating of satisfactory (3.0). The remaining agreements are still under construction or in the preliminary stages.
SUBCONSULTANTS:	N/A
CONSULTANT NAME:	Bureau Veritas North America, Inc. formerly Intercounty Laboratories – USL, Inc.
COMPANY PRINCIPAL:	Alexander A. Hockman, P.E.
COMPANY QUALIFIER:	Alexander A. Hockman, P.E.
STREET ADDRESS:	308 NW 170 Street, North Miami Beach, Florida 33169
YEARS IN BUSINESS:	Seven (7) Years
PREVIOUS AGREEMENTS & PERFORMANCE WITH COUNTY:	Four (4) agreements with an aggregated total of approximately $4,805,926.00. Eight (8) evaluations, several agreements having two (2) evaluations, with an overall performance rating of satisfactory (3.0).
SUBCONSULTANTS:	N/A
CONSULTANT NAME:	EBS Engineering, Inc.
COMPANY PRINCIPAL:	Benjamin S. Essien, P.E.
COMPANY QUALIFIER:	Benjamin S. Essien, P.E.
STREET ADDRESS:	4715 NW 157 Street, Suite 202, Miami, Florida 33014
YEARS IN BUSINESS:	16 Years
PREVIOUS AGREEMENTS & PERFORMANCE WITH COUNTY:	Nine (9) agreements with an aggregated total of approximately $5,258,041.00. Four (4) evaluations with an overall performance rating of satisfactory (3.0). The remaining agreements are still under construction or in the preliminary stages.
SUBCONSULTANTS:	N/A

CONSULTANT NAME:	EE&G Environmental Services, Inc.
COMPANY PRINCIPAL:	Timothy Gipe
COMPANY QUALIFIER:	S. Galante, P.E.
STREET ADDRESS:	14505 Commerce Way, Suite 400, Miami Lakes, Florida 33016
YEARS IN BUSINESS:	Six (6) Years
PREVIOUS AGREEMENTS & PERFORMANCE WITH COUNTY:	New Firm
SUBCONSULTANTS:	N/A

CONSULTANT NAME:	GLE Associates, Inc.
COMPANY PRINCIPAL:	Robert B. Greene, P.E.
COMPANY QUALIFIER:	J.E. Elliot, P.E.
STREET ADDRESS:	1000 NW 65 Street, Suite 100, Fort Lauderdale, Florida 33309
YEARS IN BUSINESS:	21 Years
PREVIOUS AGREEMENTS & PERFORMANCE WITH COUNTY:	Sixteen (16) agreements with an aggregated total of approximately $165,231.00. Six (6) evaluations with an overall performance rating of satisfactory (3.4). The remaining agreements are still under construction or in the preliminary stages.
SUBCONSULTANTS:	N/A

CONSULTANT NAME:	Mactec Engineering and Construction, Inc.
COMPANY PRINCIPAL:	Richard A. Minichiello, and Brian Duchene, P.E., RPIH, LAC (9.06)
COMPANY QUALIFIER:	G. Thomas, P.E., M.B. Woodward, P.E., B.J. Duchene, P.E., P. Obarge, R. Baston
STREET ADDRESS:	5845 NW 158 Street, Miami Lakes, Florida 33014
YEARS IN BUSINESS:	19 Years
PREVIOUS AGREEMENTS & PERFORMANCE WITH COUNTY:	Eleven (11) agreements with an aggregated total of approximately $10,643,589.00. Fourteen (14) evaluations, several agreements having two (2) evaluations, with an overall performance rating of satisfactory (3.3).
SUBCONSULTANTS:	N/A

CONSULTANT NAME:	Nova Engineering and Environmental, LLC
COMPANY PRINCIPAL:	Wayne Webb, P.E.
COMPANY QUALIFIER:	Wayne Webb, P.E., O. Arebalo, P.E., K.S. Winslow, P.E.
STREET ADDRESS:	13800 NW 14 Street, Suite 130, Sunrise, Florida 33323
YEARS IN BUSINESS:	Three (3) Years
PREVIOUS AGREEMENTS & PERFORMANCE WITH COUNTY:	New Firm
SUBCONSULTANTS:	N/A

CONSULTANT NAME:	Professional Services Industries, Inc.
COMPANY PRINCIPAL:	Juan Villegas, P.E., and Jeffrey Martineau, CHMM (9.06)
COMPANY QUALIFIER:	D. Badri, P.E., and R. Enriquez, P.E.
STREET ADDRESS:	7950 NW 64 Street, Miami, Florida 33166
YEARS IN BUSINESS:	27 Years
PREVIOUS AGREEMENTS & PERFORMANCE WITH COUNTY:	Twenty-six (26) agreements with an aggregated total of approximately $2,585,888.00. Three (3) evaluations with an overall performance rating of satisfactory (3.5). The remaining agreements are still under construction or in the preliminary stages.
SUBCONSULTANTS:	N/A

CONSULTANT NAME:	Terracon Consultants, Inc.
COMPANY PRINCIPAL:	Bruce H. Woloshin, P.E.
COMPANY QUALIFIER:	Alejandro Montenegro, P.E., and S.D. Graf
STREET ADDRESS:	10080 NW 53 Street, Bay 21, Sunrise, Florida 33351
YEARS IN BUSINESS:	7 Years
PREVIOUS AGREEMENTS & PERFORMANCE WITH COUNTY:	One (1) agreement with an aggregated total of approximately $925,926.00. No evaluations on file.
SUBCONSULTANTS:	N/A

DEPARTMENT FINANCE: **DEPT FINANCE OFFICER:** 3/11/10 **DATE:**

INDEX CODES: Various

BUDGET APPROVAL FUNDS AVAILABLE: **OSBM DIRECTOR** 3/22/10 **DATE**

APPROVED AS TO LEGAL SUFFICIENCY: **COUNTY ATTORNEY** 3/23/10 **DATE**

ASSISTANT COUNTY MANAGER 3-25-10 **DATE**

CLERK DATE **DATE**

MEMORANDUM

(Revised)

TO: Honorable Chairman Dennis C. Moss and Members, Board of County Commissioners

DATE: May 4, 2010

FROM: R. A. Cuevas, Jr. County Attorney

SUBJECT: Agenda Item No. 8(P)(1)(E)

Please note any items checked.

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

Approved _____ Mayor

Veto _____

Override _____

Agenda Item No. 8(P)(1)(E)
5-4-10

RESOLUTION NO. _____

RESOLUTION APPROVING A CONTRACT AWARD RECOMMENDATION IN THE AMOUNT OF $5,000,000.00 FOR MISCELLANEOUS PROFESSIONAL SERVICES AGREEMENTS WITH TEN (10) CONSULTING FIRMS TO PROVIDE MATERIALS TESTING, CONSULTING AND TRAINING SERVICES (PROJECT NO. E09-PW-03; CONTRACT NO. 20090201) AND AUTHORIZING THE USE OF VARIOUS FUNDING SOURCES INCLUDING CHARTER COUNTY TRANSIT SURTAX AND BUILDING BETTER COMMUNITIES GENERAL OBLIGATION BOND FUNDS

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

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board approves the Contract Award Recommendation in the amount of $5,000,000.00 to be distributed equally among the following firms: AirQuest Environmental, Inc., ATC Group Services, Inc., Bureau Veritas North America, Inc., EBS Engineering, Inc., EE&G Environmental Services, LLC, GLE Associates, Inc., Mactec Engineering and Construction, Inc., Nova Engineering and Environmental, LLC, Professional Services Industries, Inc., Terracon Consultants, Inc., to Provide Soils, Foundations and Geotechnical Testing Services, within various Commission Districts (Project No. E09-PW-03; Contract No. 20090201) in substantially the form attached hereto and made a part hereof; and authorizing use of various funding sources, including Charter County Transit Surtax and Building Better communities General Obligation Bond Funds.

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

Dennis C. Moss, Chairman
Jose "Pepe" Diaz, Vice-Chairman

Bruno A. Barreiro	Audrey M. Edmonson
Carlos A. Gimenez	Sally A. Heyman
Barbara J. Jordan	Joe A. Martinez
Dorrin D. Rolle	Natacha Seijas
Katy Sorenson	Rebeca Sosa
Sen. Javier D. Souto	

The Chairperson thereupon declared the resolution duly passed and adopted this 4th day of May, 2010. This resolution shall become effective as follows: (1) ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board, and (2) either i) the Citizens' Independent Transportation Trust (CITT) has approved same, or ii) in response to the CITT's disapproval, the County Commission re-affirms its award by two-thirds (2/3) vote of the Commission's membership and such reaffirmation becomes final.

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

HARVEY RUVIN, CLERK

By:_____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Hugo Benitez

Dept. of Small Business Development
Project Worksheet

Project/Contract Title:	MISCELLANEOUS PROFESSIONAL SERVICES AGREEMENTS TO PROVIDE MATERIALS TESTING AND CONSULTING AND TRAINING SERVICES (SIC 871)	**RC Date:**	08/05/2009 1 -02
Project/Contract No:	E09-PW-03	**Funding Source:**	**Item No:**
Department:	PUBLIC WORKS DEPARTMENT	VARIOUS	
Estimated Cost of Project/Bid:	$5,000,000.00		**Resubmittal Date(s):**
Description of Project/Bid:	MIAMI-DADE COUNTY HAS THE NEED TO ESTABLISH PROFESSIONAL SERVICES AGREEMENTS TO PROVIDE MATERIALS TESTING SERVICES CONSULTING AND TRAINING SERVICE ON AN AS NEEDED BASIS FOR ALL MIAMI DADE COUNTY DEPARTMENTS. THESE AGREEMENTS WILL BE PRIMARILY UTILIZED FOR THE TESTING SERVICES NECESSARY FOR VARIOUS PROJECTS WITHIN THE COUNTY. EVERY QUALIFIED AND RESPONSIVE FIRM THAT APPLIES WILL BE AWARDED AN AGREEMENT		

Contract Measures Recommendation

Measure	Program	Goal Percent
No Measure	CBE	0.00%

Reasons for Recommendation

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

Funding source/s: The department requesting the services for the specific project (or agreement) will establish the funding source at the time the worker order is issued.

This pool will be open to all "Engineering" firms; the only requirement is that the firm be certified in technical category 9.06; thus, SBD's concurrence with the "No Measure" recommendation. (At the time of analysis the number of CBEs certified in 9.06 was 2)

SIC 871 - Architectural and Engineering Services

Analysis for Recommendation of a Goal

Subtrade	Cat.	Estimated Value	% of Items to Base Bid	Availability

Total

Living Wages: YES [ ] NO [ ]

Responsible Wages: YES [ ] NO [ ]

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

REVIEW COMMITTEE RECOMMENDATION

Tier 1 Set Aside _____

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

Trade Set Aside (MCC) _____ **Goal** _____ **Bid Preference** _____

No Measure ✓ **Deferred** _____ **Selection Factor** _____

Chairperson, Review Committee — 8-5-09 Date — SBD Director — 8-7-09 Date

208883

Memorandum

MIAMI-DADE COUNTY

Date: September 29, 2009

To: George M. Burgess
County Manager

From: Esther L. Calas, P.E.
Director
Public Works Department

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

Subject: Request to Advertise for Miscellaneous Professional Services Agreements to Provide Materials Testing, Consulting and Training Services (Project No: E09-PW-03; Contract No: 20090201)

Recommendation

This Request to Advertise for Consultant Selection has been prepared by the Public Works Department (PWD) and is recommended for approval pursuant to Section 2-8.1 of the Code of Miami-Dade County.

Scope

PROJECT NAME: Miscellaneous Professional Services Agreements to Provide Materials Testing, Consulting and Training Services

PROJECT NO: E09-PW-03

CONTRACT NO: 20090201

PROJECT DESCRIPTION: The Miami-Dade County has the need to establish Miscellaneous Professional Services Agreements to provide Materials Testing, Consulting and Training Services, on an as needed basis for all Miami-Dade County Departments. These agreements will be primarily utilized for the testing services necessary for various projects within Miami-Dade County. These agreements will also address miscellaneous projects from various Miami-Dade County Departments which include: Aviation, Water and Sewer, General Services Administration, Environmental Resources Management, Housing, Park and Recreation, Seaport and others. The departments will utilize the Materials Testing, Consulting and Training Services Agreements during the upcoming thirty-six (36) months. Every qualified and responsive firm that applies will be awarded an agreement and will be issued work orders under said agreement on a rotating basis.

CAPITAL IMPROVEMENTS
2009 OCT -9 P 2:14
RECEIVED

The testing services include a multitude of tests that are required by various departments for specific needs, these are in general and not limited to the following: Industrial Hygiene, Asbestos, Ambient Air, Bio-hazards etc. The Laboratory shall not subcontract any work order under this Agreement without the written consent of the County. When applicable and upon receipt of such consent in writing, the Laboratory shall cause the names of the firms responsible for the major portions of each separate specialty of the work to be inserted in the pertinent documents or data. No assignment or transfer of work will be allowed.

The priority for rotation and work assignment distribution, for the selected sole respondent, shall be used on the firm's ability and commitment to perform one hundred percent (100%) of the work specified on the Service Order.

PROJECT LOCATION: Various locations throughout Miami-Dade County.

PRIMARY COMMISSION DISTRICT: Various Districts

APPROVAL PATH: Manager's Authority

OCI A&E PROJECT NUMBER: E09-PW-03

USING DEPARTMENT: Multiple

MANAGING DEPARTMENT: Public Works Department

Fiscal Impact / Funding Source

FUNDING SOURCE:

SOURCE	PROJECT NUM	SITE #	AMOUNT
People's Transportation Plan (PTP), Building Better Communities General Obligation Bond Program (GOB), Road Impact Fees (RIF), Quality Neighborhood Improvement Program (QNIP), Secondary Gas Tax (SEC), Local Option Gas Tax (LOGT), Causeway (CSWY), Stormwater Utility (SWU) and any other applicable funding sources may apply. The costs of professional services will be charged to the funding source(s) of the projects' or activities requiring the services. The user Departments requesting the services for the specific project, will establish the funding source(s) at the	N/A	N/A	$5,000,000.00

For GOB Eligibility Only 10/28/09.

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2009 OCT 28 P 3:15
CAPITAL IMPROVEMENTS

time the work order is issued. Work Orders will not be issued under this contract unless the specific user department identifies appropriate budgeted funds. These funds are budgeted in the individual project's budgets by the various departments. Any PTP funded projects under this agreement are subject to Board of County Commission (BCC) and Citizens' Independent Transportation Trust (CITT) approval.

PTP FUNDING: Yes

GOB FUNDING: Yes

ARRA FUNDING: No

CAPITAL BUDGET PROJECT:

CAPITAL BUDGET PROJECT # - DESCRIPTION	RTA ESTIMATE
Various Capital Budgets	$5,000,000.00

PROJECT TECHNICAL CERTIFICATION REQUIREMENTS: The Consulting Firms need to be certified in the Technical Certification outlined below:

TYPE	CODE	DESCRIPTION
Prime	9.06	SOILS, FOUNDATIONS AND MATERIALS TESTING - MATERIALS TESTING / CONSULTING / TRAINING

SUSTAINABLE BUILDINGS ORDINANCE: (I.O NO. 8-8) Does the project qualify for compliance with the Sustainable Buildings Ordinance? NO

ESTIMATED CONTRACT PERIOD: 1095 Days. This Agreement shall remain in full force and effect for three (3) years after its date of execution or until depletion of the funds allocated to pay for the cost of the services described in the Agreement, whichever occurs first, unless terminated by mutual consent of the parties hereto or as otherwise provided in Sections XI, XVI, XXII and XXIII of the Agreement.

ESTIMATED CONTINGENCY PERIOD: 0 Days. N/A

IG FEE INCLUDED IN BASE CONTRACT: Yes

ART IN PUBLIC PLACES: No

BASE ESTIMATE:	$5,000,000.00	The amount has been allocated to accurately reflect the past usage of this contract. The County reserves the right to adjust the allocation.

OPTION TO EXTEND:	**AMOUNT:**	**DAYS:**	**EXTENSION COMMENT:**
	$0.00	0	

CONTINGENCY ALLOWANCE (SECTION 2-8.1 MIAMI DADE COUNTY CODE):	**TYPE**	**PERCENT**	**AMOUNT**	**COMMENT**
	N/A	0%	$0.00	

TOTAL DEDICATED ALLOWANCE:	$0.00
COST ESTIMATE:	$5,000,000.00

Track Record / Monitor

EXPLANATION:	Not applicable - will be provided at the time of award.
MINIMUM QUALIFICATIONS EXCEED LEGAL REQUIREMENTS:	No
REVIEW COMMITTEE:	**MEETING DATE:** 8/5/2009 **SIGNOFF DATE:** 8/7/2009
RESPONSIBLE WAGES:	No

REVIEW COMMITTEE ASSIGNED CONTRACT MEASURES:	**TYPE**	**GOAL**	**COMMENT**
	CBE	0.00%	No measures
	CWP	0.00%	Not applicable

MANDATORY CLEARING HOUSE:	No

CONTRACT MANAGER NAME / PHONE / EMAIL:	Carlos Lavista	(305) 375-4660	lavista@miamidade.gov
PROJECT MANAGER NAME / PHONE / EMAIL:	Carlos Lavista	(305) 375-4660	lavista@miamidade.gov

CAPITAL IMPROVEMENTS
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RECEIVED

Background

BACKGROUND: Miami-Dade County Departments utilize the services of the subject project when required for Miami-Dade County Contracts. These services will be primarily utilized for ~~Soils, Foundations and~~ Materials Testing Services, Consulting and Training, necessary for the design and construction of funded projects.

DEPARTMENT SELECTION COMMITTEE RECOMMENDATIONS:

COMMITTEE MEMBER & TITLE	YEAR HIRED	GENDER / ETHNICITY	EDUCATION	PROFESSIONAL LICENSES
Carlos Lavista	1993	H/M	Masters in Management	Real Estate
Bassam Mouyabed	1993	W/M	Bachelors in Civil & Architectural Engineering	Certified Flood Plain Manager and Engineer Intern
Ernesto Beltre	1997	H/M	Bachelors in Civil Engineering	Professional Engineer

DEPARTMENT FINANCE: _____ 9/22/09
DEPT FINANCE OFFICER: **DATE:**

INDEX CODES: Various 9/22/09

BUDGET APPROVAL FUNDS AVAILABLE: _____ * 10-9-09
OSBM DIRECTOR **DATE**

* for Jen

CAPITAL IMPROVEMENTS CONCURRENCE: GN 10/28 _____ 10-30-09
OCI DIRECTOR **DATE**

_____ 11-2-09
ASSISTANT COUNTY MANAGER **DATE**

CLERK DATE _____
DATE

	Unit Price	Unit
18. Solids / Soil Testing (9.06)		
A. Arsenic EPA 206.3	$28.00	Per Test
B. Cadmium EPA 213.1	$28.00	Per Test
C. Chromium EPA 218.1	$28.00	Per Test
D. Iron EPA 236.1	$28.00	Per Test
E. Lead EPA 239.1	$28.00	Per Test
F. Mercury EPA 245.1	$43.00	Per Test
G. Selenium EPA 270.3	$28.00	Per Test
H. Silver EPA 272.1	$28.00	Per Test
I. TCLP Extraction	$145.00	Per Test
J. Preparation Sludge / Soil	$59.00	Per Test
K. Sampling (Environmental)	$63.00	Per Test
L. Agricultural Soil Analysis - S/7	$128.00	Per Test
M. Nitrogen - Nitrate	$40.00	Per Test
N. Nickel	$28.00	Per Test
O. Zinc	$28.00	Per Test
P. PH	$21.00	Per Test
19. WATER TESTING (9.06)		
A. PA 601 & 602	$168.00	Per Test
B. PA 610	$154.00	Per Test
C. EPA 8100	$165.00	Per Test
D. EPA 504.1	$90.00	Per Test
E. EPA 239.2	$48.00	Per Test
F. EPA 418.1	$95.00	Per Test
G. PH	$32.00	Per Test
H. BOD	$50.00	Per Test
I. COD	$48.00	Per Test
J. Bacteriological Water (Potable) Analysis (Includes Sample Pick-Up) Potable Water Sample Tested by Laboratory for Bacteriological Quality with "Standard Methods for the Examination of Water and Wastewater".		
19J.1 Total Coliforms (Standard Method No. 9222B)	$46.00	Per Sample
19J.2 Total Coliforms with Confirmation for E-Coli (Std. Method No. 92223B)	$46.00	Per Sample
19J.3 Presence / Absence of Coliform Groups (Standard Method No. 9221D)	$46.00	Per Sample
19J.4 Sampling / Environmental (Pick-up of Sample)	$63.00	Per Hour

	Unit Price	Unit
K. Copper	**$28.00**	Per Sample
L. Phenols	**$100.00**	Per Test
M. Oil & Grease	**$72.00**	Per Test
N. Total Dissolved Solids	**$28.00**	Per Test
O. Total Suspended Solids	**$28.00**	Per Test
P. 504	**$84.00**	Per Test
Q. Soil 8010 / 8020	**$180.00**	Per Test
R. Bacteriological Testing for Potable Water Mains	**$85.00**	Per Test
20. ASBESTOS TESTING (Includes Sample Pick-Up) (9.06)		
A. PLM (Polarized Light Microscopy)	**$40.00**	Per Sample
B. PCM (Phase Contract Microscopy)	**$30.00**	Per Sample
C. TEM (Transmission Electron Microscopy)	**$200.00**	Per Sample
21. INDOOR AIR QUALITY TESTING (9.06)		
A. Environmental Laboratory Analysis Fees:		
21A.1 On-Site Collection		
Bioaerosols: 5 Predominant Organisms Identified		
x Fungi-Only Single, Characterization and Quantization.	**$230.00**	Per Sample
x Bacteria-Only Single, Characterization and Quantization	**$230.00**	Per Sample
x Fungi or Bacteria, Qualitative Only	**$173.00**	Per Sample
x Microscopic Only (Air-O-Cell)	**$160.00**	Per Sample
21A.2 On-Site Collection		
Bulk / Wipe Samples: 5 Predominant Organisms Identified		
x Fungi, Characterization and Quantization	**$155.00**	Per Sample
x Bacteria, Characterization and Quantization	**$155.00**	Per Sample
x Both Fungi or Bacteria, Qualitative Only	**$147.00**	Per Sample
x Both Fungi or Bacteria, Qualitative (Colony Count)	**$140.00**	Per Sample
21A.3 On-Site Collection		
Legionella Pneumophila:		
x Detection	**$220.00**	Per Sample
x Identification	**$247.00**	Per Sample

		Unit Price	Unit
21A.4	On-Site Collection		
	Other Microbiological & Special Culture:		
	x Cryptococcus (Bulk)	**$380.00**	Per Sample
	x Other Pathogens	**$515.00**	Per Sample
21A.5	On-Site Collection		
	Allergen Essay:		
	x Mite Characterization and Qualitative	**$228.00**	Per Sample
	x Cat Characterization and Qualitative	**$220.00**	Per Sample
	x Cockroach Characterization and Qualitative	**$228.00**	Per Sample
	x Endotoxin Characterization and Qualitative	**$280.00**	Per Sample
	x Allergen Essay (All of the Above)	**$425.00**	Per Sample
21A.6	On-Site Collection		
	Chemical Essay:		
	x Total Volatile Organic Compounds (TVOC)	**$310.00**	Per Sample
	x Pesticide	**$390.00**	Per Sample
21A.7	On-Site Collection		
	Particulate Analysis:		
	x Gravimetric Analysis	**$185.00**	Per Sample
	x Laser Diode Particulate Analysis	**$332.00**	Per Sample
	x Microscopic Evaluation (Air-O-Cell)	**$220.00**	Per Sample
B.	**Certified Industrial Hygienist**	**$125.00**	Per Hour
23.	**ENGINEERING SERVICES**		
A.	**C.A.D. Operator**	**$70.00**	Per Hour
B.	**Staff Engineer**	**$85.00**	Per Hour
C.	**Professional Engineer**	**$115.00**	Per Hour
D.	**Senior Engineer**	**$135.00**	Per Hour
E.	**Principal**	**$140.00**	Per Hour
F.	**Clerical / Administrative**	**$45.00**	Per Hour
G.	**Engineering Technician (Applies to all Sub-Categories)**	**$63.00**	Per Hour

Note: Fees paid to the laboratories for the work performed shall be in accordance to the negotiated fees as shown on this "Fee Schedule". Nevertheless, hours for the work performed can be negotiated by the user department.

GENERAL NOTES AND SPECIAL CONDITIONS

1- Assignment of work to laboratories from ALL Miami-Dade County user departments shall be by a **written work order**. Public Works Inspectors shall use the Assignment Form provided as proof that the laboratory was assigned for the specific location and type of service, **this form must be attached to all Invoices received from the laboratories upon submittal to the Finance Department for process and payment.**

2- Should laboratory services be required which are not included in the "Fees Schedule", the fees for such services shall be negotiated by the user Department.

3- Stand-by time over thirty (30) minutes awaiting testing to be paid at **$63.00** per hour (technician and vehicle) and/or **$300.00** per hour (crew with truck and rig).

4- **Miami-Dade County will pay the Laboratory for the first test (pass or fail) for Subdivision Work**; monies for re-testing shall be the responsibility of the Developer. In order to deduct any re-testing work from the Developer, **the Laboratory must send their invoice for such re-testing services to Miami-Dade County within forty-eight (48) hours of the re-testing. Invoices for re-testing work shall be sent for approval and payment to: Miami-Dade County, Public Works Department, Construction Division, 111 NW 1st Street, 14th Floor, Miami, Florida. 33128-1926, Attention: Carlos Baro, Chief Inspectors.** The Laboratory will be notified in writing by the Miami-Dade County Inspector of all required re-tests. **Miami-Dade County will only pay for re-test when authorized, in writing, by the Miami-Dade County Inspector or approved by the Chief Inspector**.

5- All services are to be **billed to the attention of the person and Department issuing the work order** and shall be billed as either four (4) or eight (8) hour shifts. **Questions related to billing / invoicing and / or payment shall only be addressed to the agency / person issuing the work order.**

6- **Cancellations** occurring within four (4) Business hours before service is scheduled to occur will be paid at the appropriate minimum four (4) hour rate. (Inclusive of all charges associated with getting to the site.)

7- If the Contractor cancels the work with the Laboratory, **the Laboratory shall be responsible for documenting the request for cancellation and attach written notice to the invoice.**

8- Services to be performed requiring **special access, restricted access, or special requirements involving security for Aviation, Seaport and MDT Facilities** will be charged at a premium of **1.25** times the stated rates.

9- **User shall send copies of invoices (ONLY) for work performed to the PWD designee responsible for the rotation process for this PSA, for verification of actual work assigned and to maintain records of payments to laboratories.**

10- Any **"overtime"**, if required, shall be upon **written approval from the the issuing department** and shall be defined as more than the eight (8) hour day (from 7 PM to 6 AM), weekends (Saturday and Sunday) and / or legal holidays and show the hourly rate. "Overtime" shall be paid as time and a half. Recognized legal holidays shall be paid according to the established written company policy, it shall be understood the Miami-Dade County reserves the right to request copy of said policy.

11- **The Inspector General (I.G.) Fee [one quarter (1/4) of one percent (1%)] applies to this contract, this cost shall be deducted by Miami-Dade County from payments to the Laboratory. It shall be noted that for this PSA, the I.G. Fee is not applicable on work performed for the Aviation Department. If the source of payment is Federally funded, the I.G. Fee does not apply.**

12- When specific tests are called for under any Standard (i.e. ASTM, ACI, AASHTO, AWWA, AWS, ASME, API, ETC.) **It shall mean from the most current Industry Standard.**

13- Price for **Engineering Report (Results) is inclusive of Professional Engineer's Embossed State of Florida Seal.** Should analysis from report be required for justification or **Engineering Determination and/or Recommendation, additional labor charges may be justified, if pre-approved by the Issuing Department.**

IMPORTANT NOTE TO ALL USER DEPARTMENTS: Miami-Dade County Departments making usage of this contract MUST send copies of PROPOSALS and INVOICES, as soon as received, to the person in charge of the laboratory's rotation process. This is in order to maintain the monies paid the laboratories and to be able to manage the contract capacity for this PSA.

MIAMI-DADE HOUSING AGENCY — MONTHLY EMPLOYMENT REPORT

FINAL REPORT: ☐ Yes ☐ No

CONTRACTOR: _____ SITE: _____ (Name and #) NAME: _____ (Person submitting Report) TITLE: _____

CONTRACT FOR:
REPORT PERIOD Fm: _____ To: _____ Contract #: _____ Signature: _____

Name/Address of Employee New Hire (Include Sec 3 and Non-Sec. 3)	*Trade (s) Job Category	**Minority Categories Race/Ethnic/Gender Categories (include all that apply)	*** SEC 3	**** PT or FT	**** * P or T	****** Employee Priority Category	Hours Worked Pay Periods This Month	Total Hours Worked This Calendar Year
TOTALS:								

NOTES: * JOB **CATEGORY** = Employee's Job Title

** **MINORITY CATEGORY:** 1 = White American 2 = Black American 3 = Native American 4 = Hispanic American 5 = Asian Pacific American 6 = Asian Indian American 7 = Hasidic Jew 8 = Woman

*** **Section 3 Resident Definition:** An individual who resides in Miami-Dade County and is currently a low or very-low income person as defined by USHUD; Income limits are published by USHUD.

**** **PT** = Part Time **FT** = Full time ***** **P = Permanent T = Temporary**

***** **"Employee Priority Category"** Include all categories applicable to employee under this column. Hours may overlap and apply to multiply categories, i.e.; a MDHA resident who is a Youthbuild participant working 40 hrs./wk. would appear under Category 2 and Category 3

Employee Priority Categories

Cat. 0 - (No priority) New Hires who are not Section 3 Residents.
Cat. 1 - **(Highest Priority)** - Public housing residents who live at the site where work is being carried out.
Cat. 2 - Public housing residents from all other MDHA public housing developments.
Cat. 3 - Participants in HUD Youthbuild programs being carried out in Miami-Dade County.
Cat. 4 - Low income residents from the neighborhood/target area where work is to take place.
Cat. 5 - Recipients of government assistance for housing, including Section 8 certificate or voucher holders, and public housing residents of Miami-Dade County.
Cat. 6 - Other Section 3 residents of Miami-Dade County

ARCHITECTURE & ENGINEERING UTILIZATION REPORT

☐ MONTHLY REPORT (PARTS 1A & 1B) ☐ FINAL REPORT (PARTS 1A, 2 & 3) ☐ CBE MEASURE

DBD DEPARTMENT OF BUSINESS DEVELOPMENT

PARTS 1A & 1B This part is to be completed by the Prime Consultant and forwarded to the User Department

This report is required by Miami Dade County. Failure to comply may result in MDC commencing proceedings to impose sanctions on the successful bidder, in addition to pursuing any other available legal remedy. Sanctions may include the suspension of any payment or part thereof, termination or cancellation of the contract, and the denial to participate in any further contracts awarded by MDC. Pursuant to Florida Statues (F.S.) 837.06, whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of their official duty shall be guilty of a misdemeanor of the second degree, punishable as provided in F.S. 755.082, F.S. 755.083 and F.S. 755.084.

A							
REPORTING PERIOD		CONTRACT NAME			CONTRACT NO.		
FROM:		PROJECT LOCATION			START DATE		
TO:		USER DEPARTMENT					
CBE MEASURE:		DEPT. PROJ. MGR/CONTACT PERSON		PHONE		FACSIMILE	

PRIME CONSULTANT		CONTRACT AWARD		CHANGE ORDER MODIFICATION AMOUNT	ADDITIONAL SERVICES AMOUNT
		DATE	AGREEMENT AMOUNT		
NAME OF FIRM					
ADDRESS		SCHEDULED COMPLETION DATE		PERCENTAGE OF CONTRACT COMPLETED	
TELEPHONE	FACSIMILE	EMAIL	PROJECT MANAGER (PRIME CONTR.)		

AMOUNT REQUISITIONED THIS PERIOD	$	DATE REQUISITIONED		DID LAST PMT EQUAL REQUISITION AMOUNT?	YES ☐
TOTAL AMOUNT REQUISITIONED TO DATE	$				NO ☐
LAST PAYMENT BY MIAMI DADE COUNTY (MDC)	$	DATE OF LAST PMT BY MDC		IF NO PLEASE EXPLAIN	
TOTAL AMOUNT PAID BY MDC	$	WAS LAST PMT WITHIN 14 DAYS OF PRIME REQUISITION?	YES ☐ NO ☐		

B SUBCONSULTANTS' DATA

NAME OF SUBCONSULTANT	GOAL % (IF APPLICABLE)	DESCRIPTION OF WORK	SIGNED AGREEMENT	AGREEMENT AMOUNT	AMOUNT SUB REQUISITIONED THIS PERIOD	DATE OF REQUISITION (FROM SUB)	AMT REQUISITIONED TO DATE	LAST PAYMENT AMT	LAST PAYMENT DATE	Was last pmt. Within 2 days of MDC payment to Prime? Y/N	AMT PAID TO DATE

AUTHORIZED SIGNATURE OF PRIME CONSULTANT | PRINT NAME | TITLE | DATE

ARCHITECTURE & ENGINEERING UTILIZATION REPORT - FINAL ONLY

PART 2 This part is to be completed by the Subconsultants and forwarded to the Prime Consultant.

SUBCONSULTANTS

NAME OF SUBCONSULTANT / AUTHORIZED SIGNATURE OF SUBCONSULTANT	TOTAL AGREEMENT AMOUNT	FINAL SUB REQUISITION AMOUNT	TOTAL PAID TO DATE TO SUBCONSULTANT	TOTAL SUB REQUISITIONED TO DATE	PROMPT PAYMENT ISSUES (Y/N)	DATE OF WORK COMPLETION	GOAL (%) IF APPLICABLE

PART 3 This part is to be executed by the Prime Consultant and forwarded to the User Department.

SIGNATURE OF AFFIANT (PRIME CONSULTANT)

TITLE

Sworn before me:

This _____ day of _____, 2002

PRINTED NAME OF AFFIANT

DATE

NOTARY PUBLIC

COUNTY USE This part is to be completed by the User Department at the time of Final Requisition to DBD.

AUTHORIZED SIGNATURE OF PROJ MGR/CONTACT PERSON

PRINT NAME

DATE

New Hires Section 3 Monthly Compliance Form (Public Housing Projects) Document 00600

This form is distributed to the general contractor, vendor or service provider, who must also provide this form to any subcontractor or subconsultant hired under this award. Complete steps 1-3 below for each report, and, when there are new hires, review and check each applicable each item, listed under step 3.

1. **You must complete this form each month, in connection with this award**, and deliver or fax form, by the 5th day of new month, to Margaret Hall, Administrative Officer 3, (305) 643-1773, Miami-Dade Housing Agency (MDHA) Quality Assurance and Compliance, 1401 NW 7th St., RKH Bldg., Miami, FL 33125.
2. When you hire any new personnel (Section 3 or non-Section 3 employees), in connection with this award, **you must also complete and submit a monthly employment report (attached) for the remainder of the project**, to the Compliance office.
3. **Month:** (Fm:) _____ (mo./day/date) To: _____ (mo./day/date)

- ❑ I have **not hired** any new employees during month shown above.
- ❑ I **have hired** _____ ***Section 3*** **employees** and/or _____ ***Non-Section 3*** **employees** during month shown above, and have checked the recruitment steps, listed below, I have taken to find Section 3 low-income residents, from the targeted groups and neighborhoods, to fill any vacancies in connection with this award: (Check all that apply and attach documentation.)
- ❑ Advertised in major and community newspapers, and posted signs at job site, and in surrounding neighborhood, for targeted workers and used *Document 00404, "Section 3 Language for News Ads, Flyers and Job Notices"* in all job notices, flyers and announcements;
- ❑ Taken photographs of the above item to document that the above step was carried out;
- ❑ Contacted Margaret Hall, at 305-644-5182, and fax 305-643-1773 for MDHA employment referrals;
- ❑ Contacted YWCA of Greater Miami, Inc. at (305) 377-9922, or fax (305) 373-9922, for HUD Youthbuild employment referrals;
- ❑ Sent notices about Section 3 training and employment obligations and opportunities applicable to this project to labor organizations, where applicable (see ***Section 3 Clause***);
- ❑ Scheduled a time and place convenient for public housing, Section 8 and other Section 3 residents, minorities and women to complete job applications.
- ❑ Presented *Document 00401, "Section 3 Resident Preference Claim Form"*, to all job applicants and explained Section 3 residents will receive preference in the recruitment/selection process, if they meet minimum job eligibility criteria.
- ❑ Requested applicants that claimed a Section 3 preference to provide proof, as described in Document 00401, or to complete *Document 00402, "Section 3 Resident or Employee Household Income Certification Form"* (**Public housing residents must receive the highest preference points during the employer interview/selection process.**)
- ❑ Kept a log of all applicants, and indicated the reasons why Section 3 residents who applied were not hired;
- ❑ Retained copies of any employment applications completed by public housing, Section 8 and other Section 3 residents, minorities and women.

Fax proof of all checked items to MDHA Quality Assurance and Compliance, at 305-643-1773, or deliver to MDHA, 1401 NW 7th St., RKH Bldg, Miami, FL 33125

FINAL REPORT: ☐ **Yes** ☐ **No**

Authorized Name and Title **Firm Name** **Date**

Project Name and Number: FL 5-007 - Victory Homes - Vacancy Prep

New Hires Section 3 Monthly Compliance Form (Public Housing Projects) Document 00600

Location _____

MISCELLANEOUS PROFESSIONAL SERVICES AGREEMENT TO PROVIDE MATERIALS TESTING, CONSULTING AND TRAINING SERVICES OCI PROJECT NO. E09-PW-03

THIS MISCELLANEOUS PROFESSIONAL SERVICES AGREEMENT is made and entered into this _____ by and between Miami-Dade County, a political subdivision of the State of Florida, hereinafter referred to as the "COUNTY", and _____, herein after referred to as the "LABORATORY".

W I T N E SS E T H:

WHEREAS, the COUNTY is the owner of various facilities in Miami-Dade County, Florida, for which materials testing and inspection services are required from time to time; and

WHEREAS, the COUNTY desires to retain engineers to provide professional engineering testing services on COUNTY projects on a rotating basis; and

WHEREAS, the COUNTY has investigated the qualifications of the LABORATORY to perform such professional engineering testing services and has found them to be qualified; and

WHEREAS, the parties desire to enter into an agreement whereby the LABORATORY is to provide such services as the COUNTY may require from time to time for fees as hereinafter provided.

For and in consideration of the mutual agreements hereinafter contained, the COUNTY hereby retains the LABORATORY and the LABORATORY hereby covenants to furnish such materials testing and inspection services as directed by the COUNTY.

SECTION I - PROFESSIONAL SERVICES

Upon receipt of authorization to proceed from the COUNTY agency representative, the LABORATORY agrees to perform professional services associated with the requested work in accordance with the applicable Work Order. In connection with Professional Services to be rendered pursuant to this Agreement, the LABORATORY further agrees:

A. To test and inspect all materials in accordance with the requirements of this Agreement; that all tests and inspections performed shall comply in all aspects to the specifications for the construction contract for which the testing services are to be performed; and that payment for services shall not exceed the fees as shown in the attached Fee Schedule, with the following exceptions.

B. That whenever conditions arise, which require full-time services from one or more staff members of the LABORATORY, fees may be reduced by negotiation.

C. That should LABORATORY services be required which are not included in the attached Fee Schedule, the fees for such services shall be negotiated.

D. That the LABORATORY shall provide a maximum of five (5) copies of testing and inspection reports in accordance with the designated distribution. Additional reports, when authorized by the COUNTY or its representative, shall be supplied at the rates as shown on the Fee Schedule.

E. That the Laboratory shall provide to the County on a yearly basis copies of the Occupational License and Certificate of Occupancy.

SECTION II - TERM OF AGREEMENT

This Agreement shall remain in full force and effect for a period of three (3) years 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 the services described herein, whichever occurs first, unless terminated by the County or as otherwise provided in Section XI, Section XVI, Section XXII, Section XXIII and Section XXIV herein. However, performance of specifically and properly authorized services which extend beyond the Agreement's three-year effective term shall be compensated in accordance to Section III

hereof.

SECTION III – SCHEDULE OF WORK AND TIME FOR COMPLETION

The services to be rendered by the LABORATORY for each section of the work shall commence upon receipt of a written Work Order from the Public Works Department (Director) subsequent to the execution of the Agreement, and shall be completed within the time stated in the Work Order.

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

SECTION IV – COMPENSATION

The COUNTY agrees to pay and the Laboratory agrees to accept, for services rendered pursuant to this Agreement, which are specifically authorized in writing by the County, including work as stipulated by Section II - Professional Services and all preliminary and/or incidental work thereto, fees computed in accordance with one or a combination of the methods outlined below:

A. *Fees based on Fixed Hourly Rates: See Appendix "A"*

B. Fees as a Multiple of Direct Salary Cost and Fixed Hourly rate.

The fees for services rendered by individuals whose personnel categories are not listed above, shall be computed based on the direct salary cost (as reported to the Internal Revenue Service) for the time said personnel are engaged directly in the work times a multiplier of 2.85 for office personnel, and 2.1 for field personnel, and the direct hourly salary times the multiplier are not to exceed $ 140.00 per hour.

C. Fees Based on Lump Sums

The fee for any requested portion of work may, at the option of the COUNTY, be a lump sum mutually agreed upon by the COUNTY and the LABORATORY and stated in the written Notice to Proceed or Work Order. Lump sum fees may or may not include reimbursable expenses.

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D. Overtime Work

Adjustments of compensation and time for completion of services there under, due to any major changes in the work, which might become necessary or be deemed desirable as the work progresses, shall be left to the absolute discretion of the Director, or designee. Should overtime work be necessary and when it is authorized in advance by the Director, such work that is performed by the Consultant's project manager excluded, shall be compensated in accordance with the Laboratory's overtime rate policy, not to exceed time-and-a-half of the rates set forth in "Appendix A". The Principal of the firm shall not be compensated for overtime work.

E. Reimbursable Expenses

The Laboratory shall be compensated for certain work related expenditures not covered by fees for Laboratory Services, provided such expenditures are previously authorized by the Director or his/her designated designee. 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 all of the above shall be reimbursed on a direct cost basis. Prior written approval from the COUNTY shall be obtained for the aforementioned reimbursable expenditures.

TOTAL COMPENSATION

The total compensation by the COUNTY to the Consultant for services provided under the terms of this Agreement shall not exceed $_____.

SECTION V - PAYMENT

The LABORATORY will accept as full payment for all expenses, work and materials necessary and incidental to the performance of the testing and inspection services, the sum determined by applying to the quantities of the items tested and inspected, the unit prices named in the Fees Schedule furnished at the time of contract execution.

SECTION VI - MONTHLY PAYMENT

Payment will be made monthly, by the County Departments issuing a work order, on invoices rendered for testing services performed and accepted. Each invoice shall have attached to it a copy of the report involved.

SECTION VII - PROMPT PAYMENT

It is the policy of Miami-Dade County that payment for all purchases by County agencies and the Public Health Trust shall be made in a timely manner and that interest payments be made on late payments. In accordance with Florida Statutes, Section 218.74 and Section 2-8.1.4 of the Miami-Dade County Code, the time at which payment shall be due from the County or the Public Health Trust shall be forty-five (45) days from receipt of a proper invoice. The time at which payment shall be due to small businesses shall be thirty (30) days from receipt of a proper invoice. All payments due from the County or the Public Health Trust, and not made within the time specified by this section, shall bear interest from thirty (30) days after the due date at the rate of one percent (1%) per month on the unpaid balance. Further, proceedings to resolve disputes for payment of obligations shall be concluded by final written decision of the Mayor, or his or her designee(s), not later than sixty (60) days after the date on which the proper invoice was received by the County or the Public Health Trust.

It is the policy of the COUNTY that payment for all purchases by COUNTY agencies and the Public Health Trust shall be made in a timely manner and that interest payments are made on late payments, in Accordance with Florida Statutes, Section 218.74 and Section 2-8.1.4 of the Miami-Dade County Code.

SECTION VIII – UTILIZATION REPORT (UR)

Pursuant to Administrative Order (A.O.) 3-32 Community Business Enterprise (CBE) A&E Program and/or 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 Consultant is required to file utilization reports with the Miami-Dade County contracting department monthly, unless designated otherwise. URs are required to accompany every invoice. The UR should indicate the amount of contract monies received and

paid as a Consultant, including payments to Sub-consultant(s) (if applicable). The UR format is attached hereto as Attachment "A".

SECTION IX - INVOICES

All LABORATORY invoices which include requests for payment for Services billed on an hourly basis will include a certification to the effect that payroll hours billed are accurate and that charges have been billed as shown under the terms of this Agreement. No contingency fees or lump sum are permitted. All invoices/proposals must be itemized according to the fee schedule.

SECTION X - CERTIFICATION OF WAGE RATES

In accordance with Florida Statute 287.055, 5(a), the A/E firm hereby certifies and warrants that wage rates and other factual unit costs, as submitted in support of the compensation provided are accurate, complete and current as of the date of this Agreement. It is further agreed that said compensation shall be adjusted to exclude any significant costs where the COUNTY shall determine that the contract price of services was increased due to inaccurate, incomplete or unclear wage rates or other factual unit costs. All such contract compensation adjustments shall be made within one (1) year from the date of final billing or acceptance of the work by the COUNTY, or one (1) following the end of the contract, whichever is later.

SECTION XI - ADDITIONAL CHARGES

For authorized inspection not specifically covered in the Fee Schedule, nor negotiated under Paragraph 1.C, or for utility verification when authorized in conjunction with test borings and percolation tests, or when authorized tests are cancelled without adequate notification to the LABORATORY to cancel the tests, the LABORATORY shall be reimbursed at the rates as shown on the Fee Schedule. Services performed on an overtime basis must have prior written authorization by a duly authorized representative of the COUNTY.

Testing fees are generally based on the sample material being delivered to the LABORATORY by the COUNTY or picked up by the LABORATORY at no charge when the sampling is in conjunction and concurrently with other field tests being performed. This includes material being picked up for proctor, even of the density tests are not being performed on the same day.

In the event that a trip to the site has been authorized by the COUNTY or its representative, to solely sample the material due to the time factor being critical, sampling shall be charged at four (4) hours minimum the regular rate for the specific sub-category being used.

SECTION XII - TERMINATION OF AGREEMENT

It is expressly understood and agreed that the Mayor or the Mayor's Designee may terminate this Agreement, in total or in part, without cause or penalty, by thirty (30) days prior written notification or by declining to issue Work Orders; in which event the COUNTY'S sole obligation to the LABORATORY shall be payment, in accordance with Section V- Monthly Payments, for those units or sections of work previously authorized. Such payment shall be determined on the basis of the hours or percentage of work performed by the LABORATORY up to the time of termination.

In the event partial payment has been made for professional services not performed, the LABORATORY shall return such sums to the COUNTY within ten (10) days after receipt of written notice that said sums are due. Upon such termination, the COUNTY may, without penalty or other obligation to the LABORATORY, elect to employ other persons to perform the same or similar services.

SECTION XIII - SUPERVISION

The LABORATORY will act under the supervision of the COUNTY'S authorized representative.

SECTION XIV - DISABILITY NONDISCRIMINATION

The LABORATORY'S attention is directed to COUNTY Resolution No. R-385-95 pursuant to this resolution, the LABORATORY is required to submit the Disability Nondiscrimination Affidavit attesting that the LABORATORY complies with the requirements of the Americans with Disabilities Act (ADA) of 1990 and other laws prohibiting discrimination on the basis of disability.

The Mayor, or the Mayor's Designee may declare the LABORATORY in default of this agreement should a post contract violation of any of the acts occur.

SECTION XV - AFF1RMATIVE ACTION

The LABORATORY'S Affirmative Action Plan submitted pursuant to Ordinance 82-37, as approved by the COUNTY's Office of Capital Improvements and any approved update thereof, are hereby incorporated as contractual obligations of the LABORATORY to the COUNTY hereunder. The LABORATORY shall undertake and perform the affirmative actions specified herein.

The Mayor or the Mayor's designee may declare the LABORATORY in default of this agreement for failure of the LABORATORY to comply with the requirements of this paragraph.

SECTION XVI - SUBCONTRACI'ING

The LABORATORY shall not subcontract any work under this Agreement without the written consent of the COUNTY. When applicable and upon receipt of such consent in writing, the LABORATORY shall cause the names of the firms responsible for the major portions of each separate specialty of the work to be inserted in the pertinent documents or data. No assignment or transfer of work will be allowed.

The priority for rotation and work assignment distribution, for the selected sole respondent, shall be based on the firm's ability and commitment to perform one hundred percent (100%) of the work specified on the Service Order.

Should the initially selected sole respondent be unable to perform 100% of the desired services in the Service Order, then the next firm in the rotation that can perform 100% of such services will be issued said Service Order. After each of the firms that can self-perform 100% of the work are issued a Service Order under the rotational pool system, then remaining firms in the pool will be issued Service Orders based on their ability to perform a minimum of sixty percent (60%) of the work, and at the County's sole discretion will select the next available firm in the existing pool to do the remaining 40% of the work/services.

The Public Works Department (PWD) will be responsible for managing the rotation and attempting to equitably distribute the work assignments among all participants, as well as for selecting and assigning Service Orders to the selected sole respondent that can perform the

highest percentage of the work, with 100% capability being the highest.

SECTION XVII - FORCE MAJEURE

Force Majeure shall mean an act of God, epidemic, lightening, earthquake, fire, explosion, hurricane, flood or similar occurrence, strike, an act of a public enemy or blockade, insurrection, riot, general arrest or restraint of government and people, civil disturbance or similar occurrence, which has had or may reasonably be expected to have a material adverse effect on the rights and obligations under this Agreement and which, by the exercise of due diligence, such parties shall not have been able to avoid. Such acts or events DO NOT INCLUDE inclement weather (except as noted above) or the acts or omissions of sub consultants/subcontractors, third-party consultants/contractor, material men, suppliers, or their subcontractors, unless such acts or omissions are otherwise encompassed by the definition set forth above.

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

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

SECTION XVIII - REUSE OF DOCUMENTS

The LABORATORY may reuse data from other sections of the work included in this Agreement provided irrelevant material is deleted. The Director shall not accept any reused data containing an excess of irrelevant material, which has no connection with the applicable portion of the

work.

SECTION XIX - OWNERSHIP OF DOCUMENTS

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 LABORATORY or owned by a third party and licensed to the LABORATORY for use and reproduction, shall become the property of the COUNTY without restrictions or limitations upon their use and shall be made available by the LABORATORY at any time upon request by the COUNTY. However, the COUNTY may grant an exclusive license of the copyright to the LABORATORY for reusing and reproducing copyrighted materials or portions thereof as authorized by the COUNTY in advance and in writing. In addition, the LABORATORY shall not disclose, release, or make available any document to any third party without prior written approval from the COUNTY. The LABORATORY 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 LABORATORY in the performance of this Agreement. Nothing contained herein shall be deemed to exclude any document from Chapter 119 of the Florida Statutes. Reuse of such data by the COUNTY for any purpose other than that for which prepared shall be at the COUNTY's sole risk. When each individual section of work requested pursuant to this Agreement is complete, all of the above data shall be delivered to the Director.

The COUNTY shall have the right to modify the plans, or reports, or any components thereof without permission from the LABORATORY or without any additional compensation to the LABORATORY. The LABORATORY shall be released from any liability resulting from such modification.

SECTION XX - AUDIT RIGHTS

The COUNTY reserves the right to audit the records of the LABORATORY related to this Agreement at any reasonable time and during normal business hours during the performance of the work included herein and for a period of five (5) years after final payment under this

Agreement. The LABORATORY agrees to provide any records necessary to substantiate payment requests to the COUNTY, including audited financial statements. In the event an audit undertaken pursuant to this section reveals improper, inadvertent, or mistaken payments to the LABORATORY, the LABORATORY shall remit such payments to the COUNTY. The COUNTY shall retain all legal and equitable rights with respect to recovery of payments.

SECTION XXI - RIGHT OF DECISIONS

All services shall be performed by the LABORATORY to the satisfaction of the Director of the Department ordering the services and who shall decide all questions, difficulties, and disputes of what ever nature which may arise under or by reason of this Agreement, the prosecution and fulfillment of the services hereunder, and the character, quality, amount and value thereof. The Director's decisions upon all claims, questions and disputes shall be final, conclusive and binding upon the parties hereto, unless such determination is clearly arbitrary or unreasonable. In the event the LABORATORY does not concur with the decision of the Director, the LABORATORY shall present any such objections in writing to the Mayor. Adjustments of compensation and time for completion of services hereunder, because of any major changes in the work that might become necessary or be deemed desirable as the work progresses, shall be left to the absolute discretion of the Director. In the event that the LABORATORY does not concur with the decisions of the Director, the LABORATORY shall present any such objections in writing to the Mayor. The Director and the LABORATORY shall abide by the decisions of the Mayor. This paragraph does not constitute a waiver of any party's right to proceed in a court of competent jurisdiction.

SECTION XXII - INSURANCE

The Consultant shall furnish to **Miami-Dade County Public Works Department at 111 NW 1st Street, Suite 1610, Miami, Florida 33128**, Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

A. Worker's Compensation Insurance for all employees of the Consultant as required by Florida Statute 440.

B. Commercial General Liability Insurance in an amount not less than $500,000 combined single limit per occurrence for bodily injury and property damage. Insurance shall

include coverage for Explosion Collapse and Underground Hazards. **Miami-Dade County must be shown as an additional insured with respect to this coverage.**

C. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than *$500,000 combined single limit per occurrence for bodily injury and property damage.

***Under no circumstances are these Consultants permitted on the A.O.A. side without increasing automobile coverage to $5,000,000.**

D. Professional Liability Insurance in an amount of not less than $1,000,000.

All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

The company must be rated no less than "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 the approval of the County Risk Management Division

or

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

Certificates will indicate no modification or change in insurance shall be made without thirty (30) days in advance notice to the certificate holder.

NOTE: MIAMI DADE COUNTY CONTRACT NUMBER AND TITLE OF CONTRACT MUST APPEAR ON EACH CERTIFICATE.

CERTIFICATE HOLDER MUST READ:
MIAMI-DADE COUNTY
111 NW 1ST STREET, SUITE 2340
MIAMI, FL 33128

Compliance with the foregoing requirements shall not relieve the Consultant of his liability and obligation under this section or under any other section of this agreement.

SECTON XXIII -INDEMNIFICATION AND HOLD HARMLESS

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

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

SECTION XXIV - DEFAULT

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

SECTION XXV - LAWS AND REGULATIONS:

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

Consultant in obtaining copies of the Miami-Dade County Codes, Regulatory Orders and Resolutions.

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

In accordance with Florida Statutes 119.07 (3) (ee), entitled "Inspection, Examination, and Duplication of Records; Exemptions", all building plans, blueprints, schematic drawings, and diagrams, including draft, preliminary, and final formats, are exempt from the provisions of subsection (1) and s. 24(a), Article I of the State Constitution. Information made exempt by this paragraph, with prior approval from the Department, may be disclosed to another entity to perform its duties and responsibilities; to a licensed architect, engineer, or contractor who is performing work on or related to the project; or upon a showing of good cause before a court of competent jurisdiction. The entities or persons receiving such information shall maintain the exempt status of the information.

In addition to the above requirements in this sub-article, the LABORATORY agrees to abide by all federal, state, and County procedures, as may be amended from time to time, by which the documents are handled, copied, and distributed which may include but is not limited to each employee of the LABORATORY and Sub-consultant(s) that will be involved in the project, shall sign an agreement stating that they will not copy, duplicate, or distribute the documents unless authorized by the Owner as required in Article 3.14.4.

The LABORATORY and its Sub-consultant(s) agree in writing that the project documents are to be kept and maintained in a secure location.

Each set of the project documents are to be numbered and the whereabouts of the documents shall be tracked at all times.

A log is developed to track each set of documents logging in the date, time, and name of the individual(s) that work on or view the documents.

The LABORATORY shall comply with the financial disclosure requirements of Ordinance No. 77. 13 by having on file or filing within thirty (30) days of the execution of this Agreement one

of the following with the Miami-Dade County Elections Department, P.O. Box 01224, Miami, FL 33101:

A. A source of income statement

B. A current certified financial statement

C. A copy of the LABORATORY'S current Federal Income Tax Return

SECTION XXVI – ORDINANCES AND RESOLUTIONS:

The Engineer/Architect shall comply with the financial disclosure requirements of Ordinance No. 77-13, as amended, by having on file or filing within thirty (30) days of the execution of the Agreement one of the following with the Supervisor of the Miami-Dade County Elections Department, P.O. Box 521550, Miami, Florida 33152-1550.

A. A source of income statement

B. A current certified financial statement

C. A copy of the Engineer's/Architect's current Federal Income Tax Return

SECTION XXVII - OFFICE OF THE INSPECTOR GENERAL (IG) AND INDEPENDENT PRIVATE SECTOR INSPECTOR GENERAL (IPSIG):

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 LABORATORY 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 LABORATORY shall in stating its agreed process be mindful of this assessment, which will not be separately identified, calculated or adjusted in the proposal or bid form.** The audit cost shall also be included in all change orders and all contract renewals and extensions.

The Miami-Dade Office of Inspector General is authorized to investigate County affairs and empowered to review past, present and proposed County and Public Health Trust programs,

accounts, records, contracts and transactions. In addition, the Inspector General has the power to subpoena witnesses, administer oaths, require the production of witnesses and monitor existing projects and programs. Monitoring of an existing project or program may include a report concerning whether the project is on time, within budget and in conformance with plans, specifications and applicable law. The Inspector General shall have the power to audit, investigate, monitor, oversee, inspect and review operations, activities, performance and procurement process including but not limited to project design, bid specifications, (bid/proposal) submittals, activities of the LABORATORY, 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 LABORATORY 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 LABORATORY possession, custody or control which in the Inspector General's sole judgment, pertain to performance of the contract, including, but not limited to original estimate files, change order estimate files, worksheets, proposals and agreements from and with successful subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, (bid/proposal) and contract documents, back-change documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records and supporting documentation for the aforesaid documents and records.

The LABORATORY 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 LABORATORY shall make available records relating to the work terminated until three (3) years after any resulting final termination settlement; and

2. The LABORATORY 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 LABORATORY, its officers, agents, employees, subcontractors and suppliers. The LABORATORY shall incorporate the provisions in this section in all subcontracts and all other agreements executed by the LABORATORY in connection with the performance of this contract.

Nothing in this section shall impair any independent right to the County to conduct audits or investigative activities. The provisions of this section are neither intended nor shall they be construed to impose any liability on the County by the LABORATORY 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.

SECTION XXVIII - PERFORMANCE EVALUATIONS

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

SECTION XXIX - SANCTIONS FOR CONTRACTUAL VIOLATIONS

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

SECTION XXX - PROFESSIONAL ENGINEER

A Professional Engineer registered in the State of Florida shall be actively in charge of and responsible for the operations, personnel, management, and the operations, personnel, management, and supervision of the LABORATORY in the performance of services covered by this Agreement. The certification of all reports as hereinafter required shall be made by such Engineer. The Engineer shall not be in charge of more than one testing Laboratory at any one time, and the management of the testing laboratory shall constitute his principal occupation. For the purpose of record, the signature of the Professional Engineer certifying reports shall be as follows:

_____Florida Certificate No._____

Should the authorized signature be changed or should additional parties be authorized to certify testing reports as specified above, the LABORATORY shall file a new signature or signatures of record.

SECTION XXXI - WARRANTY

The LABORATORY warrants that no companies or persons, other than bona fide employees working solely for the LABORATORY or the LABORATORY'S COUNTY-AUTHORIZED SUB-CONSULTANTS, 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 LABORATORY also warrants that no COUNTY personnel, whether full-time or part-time employees, has or shall be retained or employed in any capacity, by the LABORATORY or the LABORATORY'S COUNTY approved sub-consultants, to accomplish the work contemplated

under the terms of this Agreement. For breach or violation of this warranty, the COUNTY shall have the right to annul this Agreement without liability.

SECTION XXXII - REPORTING REQUIREMENTS

Section 3 Reporting Requirements:

The Consultant is required to submit New Hire Section 3 Monthly Compliance Form (PH) and MDHA Monthly Employment Report Form (PH) attesting that the Consultant complies with the requirements of Section 3 of the HUD Act of 1968. The Section 3 documents are attached as Attachment "B" and Attachment "C".

This form is distributed to the general contractor, vendor or service provider, who must also provide this form to any sub-contractor or sub-consultant hired under this award. Complete steps 1-3 below for each report, and, when there are new hires, review and check each applicable each item, listed under step 3.

1. **You must complete this form each month, in connection with this award**, and deliver or fax form, by the 5th day of new month, to Margaret Hall, Administrative Officer 3, (305) 644-5394, Miami-Dade Housing Agency (MDHA) Quality Assurance and Compliance, 1401 NW 7th St., Bldg. "G", Miami, FL 33125.
2. When you hire any new personnel (Section 3 or non-Section 3 employees), in connection with this award, **you must also complete and submit a monthly employment report (Attachments "B & C") for the remainder of the project**, to the Compliance office.
3. **Month:** (Fm:) _____ (mo./day/date) To: _____ (mo./day/date)

❑ I have **not hired** any new employees during month shown above.

❑ I **have hired** _____ ***Section 3*** **employees** and/or _____***Non-Section 3*** **employees** during month shown above, and have checked the recruitment steps, listed below, I have taken to find Section 3 low-income residents, from the targeted groups and neighborhoods, to fill any vacancies in connection with this award: (Check all that apply and attach documentation.)

❑ Advertised in major and community newspapers, and posted signs at job site, and in surrounding neighborhood, for targeted workers and used *Document 00404, "Section 3 Language for News Ads, Flyers and Job Notices"* in all job notices, flyers and announcements;

- ❑ Taken photographs of the above item to document that the above step was carried out;
- ❑ Contacted Margaret Hall, at (305) 644-5104, and fax (305) 644-5394 for MDHA employment referrals;
- ❑ Contacted YWCA of Greater Miami, Inc. at (305) 377-9922, or fax (305) 373-9922, for HUD Youth-build employment referrals;
- ❑ Sent notices about Section 3 training and employment obligations and opportunities applicable to this project to labor organizations, where applicable (see ***Section 3 Clause***);
- ❑ Scheduled a time and place convenient for public housing, Section 8 and other Section 3 residents, minorities and women to complete job applications.
- ❑ Presented *Document 00401, "Section 3 Resident Preference Claim Form"*, to <u>all</u> job applicants and explained Section 3 residents will receive preference in the recruitment/selection process, if they meet minimum job eligibility criteria.
- ❑ Requested applicants that claimed a Section 3 preference to provide proof, as described in Document 00401, <u>or</u> to complete *Document 00402, "Section 3 Resident or Employee Household Income Certification Form"* (**Public housing residents must receive the highest preference points during the employer interview/selection process.**)
- ❑ Kept a log of all applicants, and indicated the reasons why Section 3 residents who applied were not hired;
- ❑ Retained copies of any employment applications completed by public housing, Section 8 and other Section 3 residents, minorities and women.

<u>Fax proof of all checked items to MDHA Quality Assurance and Compliance, at (305), or deliver to MDHA, 1401 NW 7th St., Bldg. G, Miami, Fl. 33125.</u>

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SECTION XXXIII – ENTIRETY OF AGREEMENT

This writing embodies the entire agreement and understanding between the parties hereto, and there are no other agreements and understandings, oral or written with reference to the subject matter hereof that are not merged herein and superseded hereby. No alterations change, or modification of the terms of this Agreement shall be valid unless made in writing, signed by both parties hereto, and approved by the Board of County Commissioners. This Agreement, regardless of where executed, shall be governed by and construed according to the laws of the State of Florida, and venue shall be in Dade County, Florida.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their appropriate officials as of the date first above written.

ATTEST:

_____ _____

Name of Corporation

_____

_____

President

(Corporate Seal)

ATTEST:

HARVEY RUBIN, CLERK

MIAMI-DADE COUNTY, FLORIDA

BY ITS BOARD OF COUNTY COMMISSIONERS

By: _____ By: _____

Deputy Clerk

Carlos Alvarez
Mayor

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