

# Memorandum



**Date:** July 2, 2013  
**To:** Honorable Chairwoman Rebeca Sosa  
and Members, Board of County Commissioners  
**From:** Carlos A. Gimenez  
Mayor

Agenda Item No. 8(L)(49)

**Subject:** Contract Award Recommendation for Miscellaneous Professional Services Agreements with Seven (7) Consulting Firms to Provide Materials Testing, Consulting, and Training services (Project No: E12-PWWM-03; Contract No: 20120069 and Authorizing the Use of Various Funding Sources Including Charter County Transportation Surtax and Building Better Communities General Obligation Bond Funds

## Recommendation

This Recommendation for Award for Miscellaneous Professional Services Agreements (PSA) for Materials Testing, Consulting and Training services- Project No: E12-PWWM-03; Contract No: 20120069 between Miami-Dade County and the seven (7) consulting firms listed in Exhibit "A" has been prepared by the Public Works and Waste Management Department (PWWM) and is recommended for approval by the Board of County Commissioners (BCC).

This Contract Award Recommendation is placed for Committee review pursuant to Miami-Dade County Code Section 29-124(f). This Contract Award Recommendation may only be considered by the Board of County Commissioners (BCC) if the Citizens' Independent Transportation Trust (CITT) has forwarded a recommendation to the BCC prior to the date scheduled for BCC consideration or forty-five (45) days have elapsed since the filing with the Clerk of the Board of this contract award recommendation. If the CITT has not forwarded a recommendation and forty-five (45) days have not elapsed since the filing of this award recommendation, I will request a withdrawal of this item.

## Scope

**PROJECT NAME:** Miscellaneous Professional Services Agreements to provide Materials Testing / Consulting / Training Services.

**PROJECT NO:** E12-PWWM-03

**CONTRACT NO:** 20120069

**PROJECT DESCRIPTION:** Miami-Dade County has the need to establish Professional Services Agreements to provide Materials Testing / Consulting / Training Services, on an as needed basis by Miami-Dade County departments for various projects. These agreements will be utilized for the Materials Testing / Consulting / Training Services for various Miami Dade County projects from the following departments: PWWM, Aviation, Water and Sewer, Internal Services, Regulatory and Economic Resources, Public

Housing and Community Development, Park, Recreation and Open Spaces, and Seaport. The Departments will utilize the agreements during their three (3) year effective term. The work is assigned on a rotational basis for the technical certification category available within the agreements. The number of firms was determined by the number of qualified proposers who submitted a proposal for this project.

PROJECT LOCATION: Countywide  
PRIMARY COMMISSION DISTRICT: Various Districts  
APPROVAL PATH: Mayor's Authority  
ISD A&E PROJECT NUMBER: E12-PWWM-03  
USING DEPARTMENT: Multiple

**Fiscal Impact/Funding Source**

FUNDING SOURCE: The cost of services will be charged to the particular project or activity requiring these services. The department requesting the services for the specific project will provide 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 Transportation Surtax is estimated at approximately \$2 million over the agreement period of this PSA.

PTP FUNDING: Yes  
GOB FUNDING: Yes  
ARRA FUNDING: No

PROJECT TECHNICAL CERTIFICATION REQUIREMENTS: 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

Honorable Chairwoman Rebeca Sosa  
and Members, Board of County Commissioners  
Page 3

**SUSTAINABLE  
BUILDINGS ORDINANCE  
(I.O NO. 8-8):**

The project does not qualify for compliance with the Sustainable Buildings Ordinance.

**ESTIMATED ORIGINAL  
CONTRACT PERIOD:** 1095 days

**TOTAL ESTIMATED  
CONTRACT PERIOD:** 1095 Days. On an as needed basis during the three (3) year effective term of the agreement.

**ESTIMATED  
CONTINGENCY PERIOD:** 0 Days.

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

**ART IN PUBLIC PLACES:** No

**BASE ESTIMATE:** \$0.00. The Contract has no minimum or maximum value. Contract amount will be based on service orders and funds will be derived from project specific funding sources.

**CONTINGENCY  
ALLOWANCE  
(SECTION 2-8.1  
MIAMI DADE  
COUNTY CODE):**

Type	Percent	Amount	Comment
N/A	0%	\$0.00	N/A

**TOTAL DEDICATED  
ALLOWANCE:** \$0.00

**Track Record/Monitor**

**EXPLANATION:** The Request to Advertise was approved and filed with the Clerk of the Board on October 1, 2012, and on October 26, 2012 the solicitation to provide Materials Testing, Consulting and Training Services was advertised. The pre-submittal meeting and the project briefing took place on November 15, 2012.

Negotiations with the firms commenced and concluded on February 7, 2013 and resulted in a 4% increase over the previous contract fees.

Honorable Chairwoman Rebeca Sosa  
and Members, Board of County Commissioners  
Page 4

Following completion of the award process the project will be assigned to Ms. Elena Romero, Project Manager, PWWM, for day to day responsibilities.

MINIMUM  
QUALIFICATIONS  
EXCEED LEGAL  
REQUIREMENTS: No.

REVIEW  
COMMITTEE: MEETING DATE: December 12, 2012  
SIGNOFF DATE: December 12, 2012

APPLICABLE  
WAGES:  
(RESOLUTION  
No. R-54-10): No.

REVIEW  
COMMITTEE  
ASSIGNED  
CONTRACT  
MEASURES: None.

MANDATORY  
CLEARING HOUSE: No.

CONTRACT  
MANAGER NAME  
/ PHONE / EMAIL: Luis F. Lacau Jr. / (305) 375-2714 / [lzl@miamidadade.gov](mailto:lzl@miamidadade.gov)

PROJECT  
MANAGER NAME  
/ PHONE / EMAIL: Elena Romero / (305) 375-1123 / [romi@miamidadade.gov](mailto:romi@miamidadade.gov)

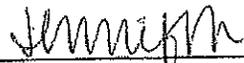
**Background**

Miami-Dade County departments will utilize the services of these agreements when required for Miami-Dade County projects. These services will be primarily utilized for Materials Testing / Consulting / Training Services necessary for the design and construction of funded projects. The agreements are for a three (3) year period. Upon expiration, a new contract will be advertised to establish a new pool.

The work is assigned on a rotational basis, with the initial order determined by the amount of money awarded County-wide to each firm during the previous three (3) years. Once each firm has been issued a work order, the list is re-established based on the amount of money awarded to each firm, updated to include the work orders issued under this contract. The list of firms recommended for award is included in Exhibit "A".

DEPARTMENT FINANCE:  5/14/13  
DEPT. FINANCE OFFICER: DATE:  
Aneisha Daniel

INDEX CODES: Various

  
BUDGET APPROVAL FUNDS AVAILABLE:  5/20/13  
OMB DIRECTOR DATE

APPROVED AS TO LEGAL SUFFICIENCY:  5/12/13  
COUNTY ATTORNEY DATE

 5/28/13  
DEPUTY MAYOR DATE  
Alina T. Hudak

CLERK DATE: \_\_\_\_\_  
DATE

Exhibit "A"

**Consultant Name:** AMEC Environment & Infrastructure, Inc.  
**Company Principal** Michael Nardone, PG  
**Company Qualifier** Russell Stauffer, PE  
**Street Address** 5845 NW 158th Street, Miami Lakes, FL 33014  
**Years in Business** 1 (Several name changes, last on January 1, 2012)  
**Previous Agreements and Performance with Miami Dade County** 4 Contracts - \$5,826,388.88

**Consultant Name:** Vertical V-Southeast, Inc. d/b/a KACO  
**Company Principal** Alexander A. Hockman, P.E.  
**Company Qualifier** Barry Goldstein, P.E.  
**Street Address** 308 NW 170th Street, North Miami, FL 33169  
**Years in Business** 3  
**Previous Agreements and Performance with Miami Dade County** 1 Contract - \$1,720,833.33

**Consultant Name:** Terracon Consultants, Inc.  
**Company Principal** Hugo E. Soto P.E.  
**Company Qualifier** Julio De Blas, P.E.  
**Street Address** 16200 NW 59th Avenue, Ste 106, Miami Lakes 33014  
**Years in Business** 11  
**Previous Agreements and Performance with Miami Dade County** 2 Contracts - \$2,220,833.33

**Consultant Name:** ATC Group Services, Inc. d/b/a ATC Associates, Inc.  
**Company Principal** Alexis Panlagua  
**Company Qualifier** William Martin

**Street Address** 9955 NW 116 Way, Ste 1, Medley, FL  
**Years in Business** 1 (Name change in August 2012)

**Previous Agreements and Performance with Miami Dade County** 3 Contracts - \$2,301,353.33

**Consultant Name:** Professional Services Industries, Inc.  
**Company Principal** Jeffrey Martineau  
**Company Qualifier** Glenn Potharst  
**Street Address** 7950 NW 64th Street, Miami, Florida 33166  
**Years in Business** 30

**Previous Agreements and Performance with Miami Dade County** 22 Contracts - \$2,407,571.3

**Consultant Name:** AirQuest Environmental, Inc.  
**Company Principal** Traci-Anne Boyle  
**Company Qualifier** Adrienne LeBlanc  
**Street Address** 5150 SW 48th Way, Ste. 610, Fort Lauderdale, FL 33314  
**Years in Business** 10

**Previous Agreements and Performance with Miami Dade County** 1 Contract - \$500,000

**Consultant Name:** Bureau Veritas North America, Inc.  
**Company Principal** Brett Hensley  
**Company Qualifier** George Tedder  
**Street Address** 10125 NW 116th Way, #18  
**Years in Business** 5

**Previous Agreements and Performance with Miami Dade County** 6 Contracts - \$667,615



# MEMORANDUM

(Revised)

**TO:** Honorable Chairwoman Rebeca Sosa  
and Members, Board of County Commissioners

**DATE:** July 2, 2013

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

**SUBJECT:** Agenda Item No. 8(L)(49)

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 Mayor'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(L)(49)  
7-2-13

RESOLUTION NO. \_\_\_\_\_

RESOLUTION APPROVING A CONTRACT AWARD RECOMMENDATION FOR PROFESSIONAL SERVICES AGREEMENTS WITH SEVEN (7) CONSULTING FIRMS TO PROVIDE MATERIALS TESTING, CONSULTING AND TRAINING SERVICES (PROJECT NO. E12-PWWM-03; CONTRACT NO. 20120069) AND AUTHORIZING THE USE OF VARIOUS FUNDING SOURCES INCLUDING CHARTER COUNTY TRANSPORTATION 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 to the following firms: 1. AMEC Environment & Infrastructure, Inc., 2. Vertical V-Southeast, Inc. d/b/a KACO, 3. Terracon Consultants, Inc., 4. ATC Group Services, Inc. d/b/a ATC Associates, Inc., 5. Professional Services Industries, Inc., 6. AirQuest Environmental, Inc., 7. Bureau Veritas North America, Inc., for Materials Testing, Consulting and Training Services, located within various Commission Districts (Project No. E12-PWWM-03; Contract No. 20120069) in substantially the form attached hereto and made a part hereof; and authorizing the use of various funding sources including charter county transportation surtax and building better communities general obligation bond funds.

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

	Rebeca Sosa, Chairwoman	
	Lynda Bell, Vice Chair	
Bruno A. Barreiro		Esteban L. Bovo, Jr.
Jose "Pepe" Diaz		Audrey M. Edmonson
Sally A. Heyman		Barbara J. Jordan
Jean Monestime		Dennis C. Moss
Sen. Javier D. Souto		Xavier L. Suarez
Juan C. Zapata		

The Chairperson thereupon declared the resolution duly passed and adopted this 2nd day of July, 2013. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

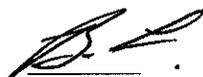
MIAMI-DADE COUNTY, FLORIDA  
BY THIS BOARD OF  
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By: \_\_\_\_\_  
Deputy Clerk

Approved by County Attorney as  
to form and legal sufficiency.

Bruce Libhaber



**MISCELLANEOUS PROFESSIONAL SERVICES AGREEMENT TO PROVIDE  
MATERIALS TESTING, CONSULTING AND TRAINING SERVICES  
ISD PROJECT NO. E12-PWWM-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".

**WITNESSETH:**

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 and Waste Management 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.

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

**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 if 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 - AFFIRMATIVE 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 - SUBCONTRACTING**

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 and Waste Management Department (PWWM) 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 – INDEMNIFICATION AND INSURANCE**

LABORATORY shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the LABORATORY or its employees, agents, servants, partners principals or subcontractors.

LABORATORY shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. LABORATORY expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by LABORATORY shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

The LABORATORY shall furnish to Public Works and Waste Management and Waste Management Department, Roadway Engineering and Right of Way Division, 111 NW 1<sup>ST</sup> Street, Suite 1620, Miami, Fl 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 LABORATORY as required by Florida Statute 440.
- B. Commercial General Liability Insurance on a comprehensive basis in an amount not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage. **Miami-Dade County must be shown as an additional insured with respect to this coverage.**
- C. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage.

D. Professional Liability Insurance in an amount not less than \$1,000,000 per claim.

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

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

or

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

**NOTE: CERTIFICATE HOLDER MUST READ:**

**MIAMI-DADE COUNTY  
111 NW 1<sup>st</sup> STREET  
SUITE 2340  
MIAMI, FL 33128**

**SECTION XXIII - 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 XXIV - 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 XXV – 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 XXVI - 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 XXVII - 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 XXIII - 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 XXIX - 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 XXX - 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 XXXI - 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 5<sup>th</sup> day of new month, to Margaret Hall, Administrative Officer 3, (305) 644-5394, Miami-Dade Housing Agency (MDHA) Quality Assurance and Compliance, 1401 NW 7<sup>th</sup> 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 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), or deliver to MDHA, 1401 NW 7<sup>th</sup> St., Bldg. G, Miami, Fl. 33125.**

**SECTION XXXII – 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: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Carlos A. Gimenez  
Mayor

**MIAMI-DADE COUNTY**  
**PROFESSIONAL SERVICES AGREEMENT TO PROVIDE**  
**"MATERIALS TESTING, CONSULTING AND TRAINING SERVICES"**  
**Contract No. E12-PWWM-03**

	Unit Price	Unit
<b>01. Solids / Soil Testing (9.06)</b>		
A. Arsenic EPA 206.3	\$29.12	Per Test
B. Cadmium EPA 213.1	\$29.12	Per Test
C. Chromium EPA 218.1	\$29.12	Per Test
D. Iron EPA 236.1	\$29.12	Per Test
E. Lead EPA 239.1	\$29.12	Per Test
F. Mercury EPA 245.1	\$44.72	Per Test
G. Selenium EPA 270.3	\$29.12	Per Test
H. Silver EPA 272.1	\$29.12	Per Test
I. TCLP Extraction	\$150.80	Per Test
J. Preparation Sludge / Soil	\$61.36	Per Test
K. Sampling (Environmental)	\$67.60	Per Test
L. Agricultural Soil Analysis - S/7	\$113.12	Per Test
M. Nitrogen - Nitrate	\$41.60	Per Test
N. Nickel	\$29.12	Per Test
O. Zinc	\$29.12	Per Test
P. PH	\$21.84	Per Test
<b>02. WATER TESTING (9.06)</b>		
A. PA 601 & 602	\$174.12	Per Test
B. PA 610	\$160.16	Per Test
C. EPA 8100	\$171.60	Per Test
D. EPA 504.1	\$93.80	Per Test
E. EPA 239.2	\$49.92	Per Test
F. EPA 418.1	\$98.80	Per Test
G. PH	\$33.25	Per Test
H. BOD	\$52.00	Per Test
I. COD	\$49.92	Per Test
J. <u>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".</u>		
02J.1 Total Coliforms (Standard Method No. 9222B)	\$47.84	Per Sample
02J.2 Total Coliforms with Confirmation for E-Coli (Std. Method No. 92223B)	\$47.84	Per Sample
02J.3 Presence / Absence of Collform Groups (Standard Method No. 9221D)	\$47.84	Per Sample
02J.4 Sampling / Environmental (Pick-up of Sample)	\$67.60	Per Hour

**MIAMI-DADE COUNTY**  
**PROFESSIONAL SERVICES AGREEMENT TO PROVIDE**  
**"MATERIALS TESTING, CONSULTING AND TRAINING SERVICES"**  
**Contract No. E12-PWWM-03**

	Unit Price	Unit
K. Copper	\$29.12	Per Sample
L. Phenols	\$74.88	Per Test
M. Oil & Grease	\$72.80	Per Test
N. Total Dissolved Solids	\$24.96	Per Test
O. Total Suspended Solids	\$24.96	Per Test
P. 504	\$70.72	Per Test
Q. Soil 8010 / 8020	\$174.72	Per Test
R. Bacteriological Testing for Potable Water Mains	\$88.40	Per Test
<b>03. ASBESTOS TESTING (Includes Sample Pick-Up) (9.06)</b>		
A. PLM (Polarized Light Microscopy)	\$41.60	Per Sample
B. PCM (Phase Contrast Microscopy)	\$31.20	Per Sample
C. TEM (Transmission Electron Microscopy)	\$228.80	Per Sample
<b>04. INDOOR AIR QUALITY TESTING (9.06)</b>		
A. Environmental Laboratory Analysis Fees:		
04A.1 <u>On-Site Collection</u>		
<u>Bioaerosols: 5 Predominant Organisms Identified</u>		
x Fungi-Only Single, Characterization and Quantization.	\$239.20	Per Sample
x Bacteria-Only Single, Characterization and Quantization	\$239.20	Per Sample
x Fungi or Bacteria, Qualitative Only	\$182.00	Per Sample
x Microscopic Only (Air-O-Cell)	\$156.00	Per Sample
04A.2 <u>On-Site Collection</u>		
<u>Bulk / Wipe Samples: 5 Predominant Organisms Identified</u>		
x Fungi, Characterization and Quantization	\$156.00	Per Sample
x Bacteria, Characterization and Quantization	\$156.00	Per Sample
x Both Fungi or Bacteria, Qualitative Only	\$156.00	Per Sample
x Both Fungi or Bacteria, Qualitative (Colony Count)	\$156.00	Per Sample
04A.3 <u>On-Site Collection</u>		
<u>Legionella Pneumophila:</u>		
x Detection	\$228.80	Per Sample
x Identification	\$260.00	Per Sample

**MIAMI-DADE COUNTY**  
**PROFESSIONAL SERVICES AGREEMENT TO PROVIDE**  
**"MATERIALS TESTING, CONSULTING AND TRAINING SERVICES"**  
**Contract No. E12-PWWM-03**

	Unit Price	Unit
04A.4 <u>On-Site Collection</u>		
<u>Other Microbiological &amp; Special Culture:</u>		
x Cryptococcus (Bulk)	\$395.20	Per Sample
x Other Pathogens	\$535.60	Per Sample
04A.5 <u>On-Site Collection</u>		
<u>Allergen Essay:</u>		
x Mite Characterization and Qualitative	\$237.12	Per Sample
x Cat Characterization and Qualitative	\$228.80	Per Sample
x Cockroach Characterization and Qualitative	\$237.12	Per Sample
x Endotoxin Characterization and Qualitative	\$291.20	Per Sample
x Allergen Essay (All of the Above)	\$442.00	Per Sample
04A.6 <u>On-Site Collection</u>		
<u>Chemical Essay:</u>		
x Total Volatile Organic Compounds (TVOC)	\$322.40	Per Sample
x Pesticide	\$405.60	Per Sample
04A.7 <u>On-Site Collection</u>		
<u>Particulate Analysis:</u>		
x Gravimetric Analysis	\$192.40	Per Sample
x Laser Diode Particulate Analysis	\$345.28	Per Sample
x Microscopic Evaluation (Air-O-Cell)	\$228.80	Per Sample
<b>B. Certified Industrial Hygienist</b>	<b>\$130.00</b>	<b>Per Hour</b>
<b>05. <u>ENGINEERING SERVICES</u></b>		
<b>A. C.A.D. Operator</b>	<b>\$72.80</b>	<b>Per Hour</b>
<b>B. Staff Engineer</b>	<b>\$89.40</b>	<b>Per Hour</b>
<b>C. Professional Engineer</b>	<b>\$119.60</b>	<b>Per Hour</b>
<b>D. Senior Engineer</b>	<b>\$140.40</b>	<b>Per Hour</b>
<b>E. Principal</b>	<b>\$145.60</b>	<b>Per Hour</b>
<b>F. Clerical / Administrative</b>	<b>\$46.80</b>	<b>Per Hour</b>
<b>G. Engineering Technician (Applies to all Sub-Categories)</b>	<b>\$65.52</b>	<b>Per Hour</b>
<b>Note:</b> 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.		

**MIAMI-DADE COUNTY, FLORIDA  
 NOTICE TO PROFESSIONAL CONSULTANTS (NTPC)  
 PUBLIC WORKS AND WASTE MANAGEMENT DEPARTMENT  
 MATERIALS TESTING / CONSULTING / TRAINING SERVICES  
 ISD PROJECT NO. E12-PWWM-03**

The County Mayor, Miami-Dade County (County), pursuant to Section 287.055, Florida Statutes, Sections 2-8.1 and 2-10.4 of the County Code, Implementing Order 3-34, and Administrative Order (A.O.) 3-39, announces that professional engineering services will be required for the provision of materials testing, consulting, and training services, on an as needed basis, for the Department of Public Works and Waste Management (PWWM).

**TABLE OF CONTENTS**

<b>DIVISION 1.0 PROCEDURES AND SCOPE OF SERVICES.....</b>		<b>2</b>
1.1	Definitions	
1.2	Scope of Services	1.16
1.3	Teaming Restrictions	
1.4	Pre-Qualification Requirements	1.17
1.5	Work History Disclosure	1.18
1.6	A/E Technical Certification Requirements	1.19
1.7	Section 3 of the HUD Act of 1968	1.20
1.8	Contract Measure(s) – NOT APPLICABLE	1.21
1.9	Schedule	
1.10	Additional Information/Addenda	
1.11	NTPC Availability	1.22
1.12	Applicable Legislation	1.23
1.13	Cone of Silence	1.24
1.14	Local Preference – NOT APPLICABLE	
1.15	Confidential Information	
1.16	Conflict of Interest Related to Section 2-11.1 of the Code of Miami-Dade County, FL	
<b>DIVISION 2.0 PROPOSAL REQUIREMENTS.....</b>		<b>16</b>
2.1	Format and Contents	
2.2	Submittal Requirements	
2.3	Postponement/Cancellation	
2.4	Costs Incurred by Proposers	
<b>DIVISION 3.0 EVALUATION/SELECTION PROCESS.....</b>		<b>20</b>
3.1	Introduction	
3.2	Selection Process	
3.3	Proposal Evaluation	

**ATTACHMENTS:**

- Miami-Dade County Letter of Qualifications (LOQ)
- ISD Form No. 5
- Exhibit "A" Draft Professional Services Agreement (PSA)
- Exhibit "B" DOCUMENT 00400, Section 3 Economic Opportunity and Affirmative Marketing Plan (Plan)

## DIVISION 1.0 PROCEDURES AND SCOPE OF SERVICES

### 1.1 DEFINITIONS

The following definitions, as well as additional terms necessary for understanding the provisions of this solicitation, are defined in A.O. 3-39. Subject legislation may be obtained via the internet at [www.miamidade.gov](http://www.miamidade.gov), or from the Clerk of the Board (COB); refer to Division 2.2 for COB location.

- a) A/E - Architectural and engineering.
- b) ~~COB - Clerk of the Board.~~
- c) CSC - Competitive Selection Committee. As defined in Section 2-10.4 (5) of the Code, the committee appointed by the County Mayor or County Mayor's designee to evaluate qualifications and performance of the firms requesting consideration for the specific project, and select the most qualified firm (s) to perform the services.
- d) Consultant - Respondent that receives an award of a contract, from the County, as a result of this solicitation. Consultant is also synonymous with the term "sole respondent consultant".
- e) Contract - Synonymous with the term "agreement." An agreement refers to the Professional Services Agreement (PSA).
- f) E&Q - Experience and Qualifications. An aptitude and knowledge/familiarity factor which shall be considered by the appointed CSC during the evaluation process.
- g) Internal Services Department - Newly created County department which encompasses the consolidation of the following: Americans with Disability Act Coordination, Capital Improvements, General Services Administration, Human Resources, and Procurement Management.
- h) LOQ - Letter of Qualifications. A two page document identified in this Notice to Professional Consultants (NTPC), which will be utilized by Miami-Dade County to obtain information from A/E firms about their qualifications. Subject LOQ is required to be submitted on or before the deadline for receipt of proposals.
- i) Non-Responsive - Term utilized to identify a proposer, who in the County's sole discretion, has not complied with all the material requirements outlined in the solicitation, as applicable. Those proposers who are found non-responsive may not be considered for contract award.
- j) NTPC - Notice to Professional Consultants. A document soliciting professional A/E services. Subject document contains scope description, technical certification requirements, applicable contract measures, data sheets (forms to be completed and submitted as part of the proposal), and submission dates.
- k) Preference - Term utilized to identify positive evaluation consideration granted, by the

appointed CSC, to consultants demonstrating favored experience, as denoted in Section 1.2, Scope of Services.

- l) Pre-Qualification Certification - An annual certification process required of all firms providing A/E, landscape architectural, land surveying and mapping professional services pursuant to Miami-Dade County professional services agreements. Pre-qualification certification is the consolidation of various certification processes and includes, but may not be limited to, technical certification, affirmative action plan verification, vendor registration and execution of basic Miami-Dade County affidavits, as applicable. The pre-qualification certification program is administered by the ISD. Pre-Qualification approval is granted to firms who have received approval from ISD on all the required certification processes outlined above.
- m) Project - Shall mean that fixed capital outlay study or planning activity as defined in Section 2-10.4(1) (e) (1) and (2), of the Code.
- n) Proposer - The person, firm, entity or organization submitting a response to this solicitation. Term is synonymous with the words "submitter" and/or "respondent."
- o) PSA - Professional Services Agreement. Synonymous with the term "contract."
- p) Responsive - Term utilized to identify a proposer who, in the County's sole discretion, has complied with all the material requirements outlined in the solicitation, as applicable.

## **1.2 SCOPE OF SERVICES**

Miami-Dade County has the need to establish Professional Services Agreements (PSAs) to provide materials testing, consulting, and training services necessary for design and construction projects funded by the People's Transportation Plan (PTP), the General Obligation Bond (GOB) Program, as well as other funding sources. The agreements will also be accessed by other County departments, including but not limited to the following: Aviation, Water and Sewer, Internal Services, Regulatory and Economic Resources, Public Housing and Community Development, Parks, Recreation and Open Spaces and the Seaport. These departments will utilize the materials testing, consulting, and training services agreements during the three year effective term of each agreement. The work will be assigned on a rotational basis for the technical certification category available within the agreement. The number of agreements awarded will be determined by the number of qualified proposers who submit a proposal.

The cost of services will be charged to the particular project requiring these services. The department requesting the services for a specific project will provide the funding source prior to issuance of the Work Order; Work Orders will not be issued under this contract unless the specific user department identifies appropriate budgeted funds. The cost of the services will be charged to those particular projects which require materials testing, consulting, and training services. PTP work authorizations provided under these contracts are subject to Board of County Commission and Citizen's Independent Transportation Trust approval.

### **1.3 TEAMING RESTRICTIONS**

Firms must submit as a sole respondent when responding to this solicitation. All affected proposals, wherein the respondent is in violation of this condition, shall not be considered.

1. Consultants must submit a single proposal as a sole respondent. All affected proposals, wherein the respondent is in violation of this condition, may not be considered. Respondents will be considered for the technical certification category noted in Section 1.6, Technical Certification Requirements. Sole respondent firms need to be pre-qualified and technically certified in the technical certification category noted in the aforementioned Section.

### **1.4 PRE-QUALIFICATION REQUIREMENTS**

In accordance with Chapter 2, Section 2-10.4 and Administrative Order 3-39 of Miami-Dade County, all firms and/or individual consultants properly licensed to provide A/E, landscape architectural, land surveying and mapping services, regardless of their individual assignments in connection with this project, and responding to this solicitation must have filed a pre-qualification package with and have an approved pre-qualification status from ISD by the response deadline of this solicitation. Firms and/or individual consultants are required to have and maintain an approved pre-qualification certification status at the time of submittal to this NTPC, throughout the selection process, at time of award, and throughout the duration of the contract term without any lapses. Interested A/E firms must secure the required pre-qualification certification, which includes, but may not be limited to technical certification, affirmative action plan verification vendor registration and execution of basic Miami-Dade County affidavits, as applicable, prior to the submittal date. Sole respondent's failure to be pre-qualified, at the time of proposal submittal, may render the proposal non-compliant.

PLEASE VERIFY EACH TEAM MEMBER PROVIDING A/E SERVICES HAS AN APPROVED PRE-QUALIFICATION CERTIFICATION PRIOR TO THE RESPONSE DEADLINE.

### **1.5 WORK HISTORY DISCLOSURE**

Work History Disclosure (WHD) and supplement forms are not required to be submitted with the proposal. Any firm proposing on this solicitation that has not previously submitted a WHD is required to submit subject form(s), prior to the submittal date, to the Regulatory and Economic Resources (RER) Department, 111 N.W. 1<sup>st</sup> Street, 19th Floor, Miami, Florida 33128, Attention: Ms. Traci Adams-Parish. New firms requesting pre-qualification certification with Miami-Dade County to provide A/E, landscape architectural, land surveying and, mapping services are required to submit WHD forms to RER. For additional information, please contact Ms. Traci Adams-Parish, RER, at (305) 375-4785.

### **1.6 A/E TECHNICAL CERTIFICATION REQUIREMENTS**

Sole respondent firms need to be certified in the following technical certification category:

#### **9.06, Soils, Foundations and Materials Testing – Materials Testing / Consulting / Training**

To satisfy the technical certification requirements for the requested services, valid technical certification in the above-specified area of work must be held by a respondent. Joint ventures shall not be allowed. Furthermore, if an individual is providing services that require technical certification

by Miami-Dade County, then said individual is required to have the relevant certification(s). Individuals who are not technically certified will not be allowed to perform work for those scopes of work requiring technical certification. Additionally, firms that list other areas of work as supplements to the required technical certifications must also be certified for those supplemental areas.

For non-project specific questions regarding Miami-Dade County's A/E Technical Certification and Certification Committee meeting dates, please contact Nubia Jarquin, ISD, at (305) 375-5637. Technical Certification application submission deadline dates and Technical Certification meeting dates may be accessed via the web at <http://www.miamidade.gov/procurement/library/pre-qualification-certification-schedule.pdf>.

Sole respondent's failure to be technically certified at the time of proposal submittal, as applicable, may cause the proposal to be deemed non-compliant.

### 1.7 CONTRACT MEASURE(S)

NOT APPLICABLE.

### 1.8 SCHEDULE

The anticipated schedule for this solicitation is as follows:

NTPC Available for Distribution:	October 26 2012
Pre-Submittal Project Briefing:	November 8, 2012 at 2:00 P.M.
Location:	Stephen P. Clark Center 111 N.W. 1 <sup>st</sup> Street 18 <sup>th</sup> Floor - Conference Room 18-4 Miami, Florida 33128
Deadline for Receipt of Questions:	November 12, 2012, at 5:00 P.M. (Local Time)
Deadline for Receipt of Proposals:	November 19, 2012 at 3:30 P.M. (Local Time)
Location:	Miami-Dade County, Clerk of the Board Stephen P. Clark Center 111 NW 1 <sup>st</sup> Street, 17 <sup>th</sup> Floor, Suite 17-202 Miami, Florida, 33128
Anticipated First Tier & Second Tier Meetings:	Not Applicable
Anticipated Negotiation Meetings:	December 2012
A/E Consultant Selection Coordinator:	Amelia M. Cordova-Jimenez
Address:	Stephen P. Clark Center

111 N.W. 1<sup>st</sup> Street, Suite 1300

Miami, FL 33128

Telephone:

(305) 375-2036

Facsimile:

(305) 375-4407

E-Mail:

ameliac@miamidade.gov

All project specific questions and/or requests for public documents shall be addressed, in writing, to the A/E Consultant Selection Coordinator, referenced above, with a copy to the COB.

~~While attendance is not mandatory, interested parties are encouraged to attend the Pre-Submittal Project Briefing.~~ This meeting provides interested parties a more detailed scope of the requested services, response requirements, and provides any necessary clarifications prior to the response deadline. Proposers are encouraged to submit any questions in writing, to the A/E Consultant Selection Coordinator no less than three working days in advance of the Pre-Submittal Project Briefing date.

#### **1.9 ADDITIONAL INFORMATION/ADDENDA**

Requests for additional information or clarifications must be made in writing and addressed to the A/E Consultant Selection Coordinator denoted in this NTPC. Subject requests must be submitted no later than the deadline for receipt of questions specified in Section 1.8, Schedule. The request must contain the ISD project number, title, proposer's name, name of proposer's contact person, address, phone number, facsimile number, and e-mail address. Electronic facsimile or e-mail requesting additional information will be received by the A/E Consultant Selection Coordinator at the fax number or e-mail address specified in **Section 1.8** above.

The County will issue responses to inquiries and any other corrections or amendments it deems necessary in the form of written addenda; subject addenda will be issued prior to the deadline for receipt of proposals. Proposers should not rely on any representations, statements or explanations other than those made in this NTPC or in any written addenda to this NTPC. Where there appears to be conflict between the NTPC and any addenda, the last addendum issued shall prevail. It is the proposer's responsibility to assure receipt of all addenda. Proposers are required to acknowledge the number of addenda received, in the LOQ, as part of their proposal.

Proposers who obtain copies of this NTPC from sources other than the County's website risk the potential of not receiving addenda. Such proposers are solely responsible for those risks. Only proposers, who are included in the County's Vendors List, for this particular NTPC, will receive pertinent addenda.

#### **1.10 NTPC AVAILABILITY**

A solicitation notification will be forwarded electronically to all consultants who are pre-qualified with Miami-Dade County and who have denoted an e-mail address, and commodity code 99-999 (PRE-QUALIFIED ARCHITECTS AND ENGINEERS) on their vendor registration form. It will also be e-mailed to those that have vendor enrolled. The NTPC and accompanying documents may be obtained online at <http://www.miamidade.gov>. Once directed to the aforementioned site click on "Procurement Solicitations" for additional information on how to do business with Miami-Dade

County. Copies of the NTPC, forms, and accompanying participation provisions, as applicable, may also be obtained from ISD at the Stephen P. Clark Center, 111 NW 1<sup>st</sup> Street, 13th Floor, Suite 1300; Miami, Florida 33128. The phone and fax numbers for the unit are (305) 375-2307 and (305) 375-4407, respectively.

### **1.11 APPLICABLE LEGISLATION**

The selected consultant will be required to abide by all applicable federal, state, and local laws, as amended. The following are among the applicable laws:

#### **Federal Requirement(s)**

- Fly America Requirements
- Buy America Requirements
- Cargo Preference Requirements
- Seismic Safety Requirements
- Energy Conservation Requirements
- Clean Water Requirements
- Pre-Award and Post Delivery Audit Requirements
- Lobbying
- Access to Records and Reports
- Federal Changes
- Clean Air
- No Government Obligation to Third Parties
- Program Fraud and False or Fraudulent Statements and Related Acts
- Termination
- Government-wide Debarment and Suspension (Non-procurement)
- Privacy Act
- Civil Rights Requirements
- Breaches and Dispute Resolution
- Section 3 of the HUD Act of 1968
- Disadvantaged Business Enterprises (DBE)
- State and Local Law Disclaimer
- Incorporation of Federal Transit Administration (FTA) Terms

#### **Florida Statute(s)**

- Section 119.07: Inspection and Copying of Records; Photographing Public Records; Fees; Exemptions.
- Section 287.055: Consultants Competitive Negotiation Act
- Section 287.133: Public Entity Crimes

#### **Miami-Dade County Code**

- Section 2-1076: Office of the Inspector General
- Section 2-8.5: Local Preference
- Section 2-8.5.1: Local Certified Service-Disabled Veteran Business Enterprise
- Section 2-8.8: Fair Subcontracting Practices

- Section 2-10.4: Acquisition of Professional Architectural, Engineering, Landscape Architectural or Land Surveying and Mapping Services.
- Section 2.11.1: Conflict of Interest and Code of Ethics
- Section 10-34: Listing of Subcontractors Required

Ordinance(s)

- 03-27: Cone of Silence
- 03-107: Ordinance Amending Section 2-11.1 (s) of the Conflict of Interest and Code of Ethics
- 07-65: Sustainable Building Program
- 09-68: Local Certified Service Disabled Veterans Preference
- 82-37: A/E Affirmative Action Plan
- 98-30: County Contractors- Employment/Procurement Practices
- 11-24: Community Business Enterprise
- 11-90: Ordinance Relating to the Collection of Data for a Disparity Study

Implementing Order(s)

- 3-34: Formation and Performance of Selection Committees
- 3-32: Community Business Enterprise

Administrative Order(s)

- 3-20: Independent Private Sector Inspector General Services
- 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.
- 3-39: Standard Process for Construction of Capital Improvements, Acquisition of Professional Services, Construction Contracting, Change Orders and Reporting
- 10-10: Duties and Responsibilities of County Departments for Compliance with the Americans with Disabilities Act (ADA)

Resolution(s)

- R-1040-93: Affirmative Action Plan Furtherance and Compliance
- R-385-95: Policy Prohibiting Contracts with Firms Violating the American with Disabilities Act (ADA) and Other Laws Prohibiting Discrimination on the Basis of Disability ADA Requirements, are a Condition of Award, as Amended by Resolution R-182-00
- R-894-05: Independent Private Sector Inspector General Services
- R-744-00: Requiring the Continued Engagement of Critical Personnel in Contracts for Professional Services for the Duration of the Project
- R-185-00: Domestic Violence Leave Requirements are a condition of Award
- R-273-05: Public Involvement Planning
- R-390-10: Resolution Rescinding Administrative Order 3-34, Formation and Performance of Selection Committees, and Approving Implementing Order 3-34 to Provide Direction to The County Mayor or His Designee Regarding the Formation and Performance of Selection Committees.

Copies of the aforementioned legislation may be obtained at the COB. Refer to Section 1.8, Schedule, for detailed COB location information).

### 1.12 CONE OF SILENCE

Pursuant to Section 2-11.1(t) of the Miami-Dade County Code, as amended, a "Cone of Silence" is imposed upon advertisement of each Request for Proposal (RFP) or Request for Qualifications (RFQ), and terminates at the time a written recommendation is issued to the County Manager (Manager) or Board of County Commissioners (BCC), as applicable. The Cone of Silence is hereby defined to mean a prohibition on the following, among possible others:

- (i) Any communication regarding a particular RFP, RFQ or bid between a potential vendor, service provider, bidder, lobbyist, or consultant and the County's professional staff including, but not limited to, the Manager and his or her staff;
- (ii) Any communication regarding a particular RFP, RFQ or bid between the Mayor, County Commissioners or their respective staffs and any member of the County's professional staff including, but not limited to, the Manager and his or her staff;
- (iii) Any communication regarding a particular RFP, RFQ or bid between a potential vendor, service provider, bidder, lobbyist, or consultant and any member of the selection committee therefore;
- (iv) Any communication regarding a particular RFP, RFQ or bid between the Mayor, County Commissioners or their respective staffs and any member of the selection committee therefore;
- (v) Any communication regarding a particular RFP, RFQ or bid between a potential vendor, service provider, bidder, lobbyist, or consultant and the Mayor, County Commissioners and their respective staffs; and
- (vi) Any communication regarding a particular RFP, RFQ, or bid between any member of the County's professional staff and any member of the selection committee therefore.

The Manager and the Chairperson of the selection committee may communicate about a particular selection recommendation, but only after the committee has submitted an award recommendation to the Manager and provided that should any change occur in the committee recommendation, the content of the communication and of the corresponding change as well as the reasons for such change shall be described in writing and filed by the Manager with the COB and be included in any recommendation submitted by the Manager to the BCC. Notwithstanding the foregoing, the Cone of Silence shall not apply to:

- (i) Competitive processes for the award of Community Development Block Grants (CDBG), Home Investment Partnership Program (HOME), State Housing Initiatives Partnership (SHIP) and Surtax Funds administered by the Miami-Dade County, Office of Community and Economic Development and the community-based organization (CBO) competitive grant processes administered by the Park and Recreation, Library, Water and Sewer, and Solid Waste Departments, Cultural Affairs and Tourist Development Councils and the Department of Environmental Resources Management;
- (ii) Communications with the County Attorney and his or her staff;
- (iii) Communications between a potential vendor, service provider, bidder, consultant or lobbyist and employees of the Management and Technical Assistance Unit of SBD regarding small

- ~~business and/or minority business programs, the CBE and Equitable Distribution Programs (EDP);~~
- (iv) Communications between a potential vendor, service provider, bidder, consultant or lobbyist and employees responsible for administering disadvantaged business enterprise programs in County departments receiving federal funds, provided the communications are limited strictly to matters of programmatic process or procedure;
  - (v) Duly noticed site visits to determine the competency of bidders regarding a particular bid during the time period between the opening of bids and the time the Manager makes his or her written recommendation;
  - ~~(vi) Any emergency procurement of goods or services pursuant to Administrative Order 3-2;~~
  - (vii) Communications regarding a particular RFP, RFQ or bid between any person and the Vendor Information Center staff, the procurement agent or contracting officer responsible for administering the procurement process for such RFP, RFQ or bid, provided the communication is limited strictly to matters of process or procedure already contained in the corresponding solicitation document;
  - (viii) Communications between a potential vendor, service provider or bidder and employees the DPM or other department identified in the solicitation document as the issuing department; and
  - (ix) Consultations by employees of the DPM with professional procurement colleagues in determining an appropriate approach or option involving a solicitation in progress.

#### Exceptions

- (i) The provisions of this ordinance shall not apply to oral communications at pre-bid conferences, oral presentations before selection committees, contract negotiations during any duly noticed public meeting, public presentations made to the BCC during any duly noticed public meeting or communications in writing at any time with any county employee, official or member of the BCC unless specifically prohibited by the applicable RFP, RFQ or bid documents. The bidder or proposer shall file a copy of any written communication with the COB and the COB shall make copies available to any person upon request.
- (ii) The provisions of this ordinance shall also not apply to oral communications at briefings held by county commissioners and the County Mayor or his designee, after the selection committee or other evaluating group makes its recommendation to the Manager, provided that the briefings are not intended to influence the outcome of the selection committee or other evaluating group's recommendation to the Manager; provided, however, that this exception shall not apply to outside groups such as lobbyists or representatives of the responding or bidding companies or entities.

#### Penalties

In addition to the penalties provided in Subsections (s) and (v) hereof, violation of this Subsection (t) by a particular bidder or proposer shall render any RFP award, RFQ award or bid award to said bidder or proposer voidable. Any person who violates a provision of this ordinance shall be prohibited from serving on a Miami-Dade County CSC. In addition to any other penalty provided by law, violation of any provision of this ordinance by a Miami-Dade County employee shall subject said employee to disciplinary action up to and including dismissal. Additionally, any person who has

personal knowledge of a violation of this ordinance shall report such violation to the State Attorney and/or may file a complaint with the Ethics Commission.

Within 30 days of a recommendation from a selection committee, the County Mayor or his designee shall either appoint a negotiation committee or take other affirmative action with respect to the solicitation, including but not limited to rejection of proposals or recommendation for award. In the event that negotiations have not commenced within 30 days, or if such other affirmative action has not been taken within 30 days, the County Mayor or his designee shall report such event, and the reasons therefore, to the BCC. Additionally, the County Mayor or his designee shall present the COB with a recommendation for award, or a recommendation to reject proposals, within 90 days from the date a selection committee makes a recommendation. In the event that the County Mayor or his designee has not provided such recommendation to the COB within 90 days, the County Mayor or his designee shall provide a report on the status of the solicitation to the BCC, including the reasons for any delay.

Written communications may be in the form of an e-mail, with a copy to the COB at [clerkbcc@miamidade.gov](mailto:clerkbcc@miamidade.gov).

This language denoted above is only a summary of the key provisions of the Cone of Silence. Please review Section 2-11.1(t) of the Miami-Dade County for a complete and thorough description of the Cone of Silence.

### **1.13 LOCAL PREFERENCE- NOT APPLICABLE**

The evaluation and ranking of proposals is subject to Sections 2-8.5 and 2-10.4 of the Miami-Dade County Code, which, except where Federal and State law mandates to the contrary, provides that a preference be given to local businesses. A local business, for the purposes of this section, shall be defined as a proposer which meets the following stipulations:

1. A business that has a valid Miami-Dade County occupational license issued at least one year prior to bid or proposal submission, and which is appropriate for the goods, services or construction to be purchased;
2. A business that has a physical Miami-Dade County business address, from which the vendor operates or performs business (Post Office boxes are not verifiable and shall not be used for the purpose of establishing a physical address); and
3. A business that contributes to the economic development and well-being of Miami-Dade County in a verifiable and measurable way. To satisfy this requirement, the proposer shall affirm in writing its compliance with either of the following objective criterion as of the proposal submission date stated in the solicitation:
  - (a) Retention or expansion of employment opportunities in Miami-Dade County; or
  - (b) Vendor contributes to the County's tax base by paying either real property taxes or tangible personal property taxes to Miami-Dade County; or
  - (c) Some other verifiable and measurable contribution to the economic development and well-being of Miami-Dade County.

Local preferences shall be applied to A/E professional services solicitations as follows:

If two firms, one local and one non-local, are within five percent of each other's total qualitative scores, then the local firm will proceed to negotiations with the County. In the case of a two tier evaluation process, local preference shall also apply at the conclusion of the First Tier to allow eligible local proposers within five percent of the top ranked firms to advance to Second Tier evaluation. Local preference is only applicable to the sole respondent. As a result, the sole respondent on the team shall complete, sign and submit ISD Form No. 1 "Local Business Preference Affidavit." Currently, the County does not extend local preference reciprocity to any other counties.

#### **1.14 CONFIDENTIAL INFORMATION**

The proposer shall not submit any information in response to this solicitation which he or she considers to be a trade secret or confidential. The submission of any information to the County in connection with this solicitation shall be deemed conclusively to be a waiver of any trade secret or other protection, which would otherwise be available to the proposer. If a proposer submits information to the County in violation of this restriction, either inadvertently or intentionally, and clearly identifies that information in the proposal as protected or confidential, then the County shall endeavor to redact and return subject information to the proposer as quickly as possible, if appropriate. The County will then evaluate the balance of the proposal. The redaction or return of information pursuant to this clause may render a proposal non-responsive.

#### **1.15 CONFLICT OF INTEREST RELATED TO SECTION 2-11.1 OF THE CODE OF MIAMI-DADE COUNTY**

Questions regarding conflicts of interest shall be submitted by the sole respondent, prior to the submittal date, and addressed to Joseph Centorino, Executive Director, Miami-Dade County Commission on Ethics and Public Trust, (Ethics Commission), 19 West Flagler Street, Suite 820, Miami, Fl 33130, with an electronic copy to Amelia M. Cordova-Jimenez, A&E Consultant Selection Coordinator, ISD, at ameliac@miamidade.gov. The Ethics Commission shall evaluate the request in order to determine if any possible conflicts of interest exist. Determinations by the Ethics Commission shall be rendered prior to the negotiation authorization recommendation being issued to the County Mayor or County Mayor's designee, and shall be deemed final. Any sole respondent found to have a conflict will render the sole respondent's submittal non-responsive.

#### **1.16 DRAFT PROFESSIONAL SERVICES AGREEMENT (PSA)**

Proposers are invited to carefully review the draft PSA that is included in this NTPC. Please forward any comments and/or questions, in writing and prior to the conclusion of this selection process, to the A/E Consultant Selection Coordinator denoted in the NTPC. This draft PSA, together with the proposers' comments and/or questions, if any, will be discussed during the negotiation meeting(s) with the selected sole respondent.

#### **1.17 SUSTAINABLE BUILDING PROGRAM, IF APPLICABLE**

The primary mechanism for determining compliance with the Sustainable Building Program shall be the U. S. Green Building Council's Leadership in Energy and Environmental Design (LEED) Rating System. All construction projects are required to meet the standards delineated in Ordinance 07-65. Compliance shall be determined by completing a formal certification process with the U.S. Green Building Council, or as otherwise directed by the County's Sustainability Manager.

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

### **1.18 VENDOR REGISTRATION**

A Miami-Dade County Vendor Registration Package (VRP) must be completed in order to be recommended for contract award. Effective July 1, 2008, a new VRP, inclusive of the Uniform Affidavit Packet (Affidavit Form), must be completed by vendors and returned to ISD's, Vendor Assistance Unit, within 14 days of notification of the intent to recommend for contract award. In the event the VRP is not properly completed and returned within the specified time the County may, in its sole discretion, award to the next lowest responsive, responsible proposer. The proposer is responsible for downloading the VRP and applicable affidavits, from the DPM website at [www.miamidade.gov](http://www.miamidade.gov). In addition, copies of the VRP and applicable affidavits may be obtained from ISD's, Vendor Assistance Unit, located at the Stephen P. Clark Center, 111 N.W. 1<sup>st</sup> Street, 13<sup>th</sup> Floor, Miami, FL 33128.

### **1.19 PUBLIC ENTITY CRIMES**

Pursuant to Paragraph 2(a) of Section 287.133, Florida Statutes, a person or affiliate who has been placed on the Convicted Vendor List following a conviction for a public entity crime is prohibited from the following:

- Submitting a proposal for a contract to provide any goods or services to a public entity;
- Submitting a proposal on a contract with a public entity for the construction or repair of a public building or public work;
- Submitting a proposal on leases of real property to a public entity;
- Being awarded or performing work as a contractor, supplier, sub-contractor, or consultant under a contract with any public entity;
- Transacting business with any public entity in excess of the threshold amount provided in Section 287.017 for Category Two (\$10,000), for a period of 36 months from the date of being placed on the Convicted Vendor List.

### **1.20 LOBBYIST CONTINGENCY FEES**

In accordance with Section 2-11.1(s) of the Code of Miami-Dade County, after May, 16, 2003, no person may, in whole or in part, pay, give or agree to pay or give a contingency fee to another person. No person may, in whole or in part, receive or agree to receive a contingency fee.

A contingency fee is a fee, bonus, commission or non-monetary benefit as compensation that is dependent on, or in any way contingent upon, the passage, defeat, or modification of: 1) any ordinance, resolution, action or decision of the BCC; 2) any action, decision or recommendation of

the Manager or any County board or committee; or 3) any action, decision or recommendation of any County personnel during the time period of the entire decision-making process regarding such action, decision or recommendation that foreseeably will be heard or reviewed by the BCC or a County board or committee.

#### **1.21 LOCAL CERTIFIED SERVICE DISABLED VETERANS PREFERENCE – NOT APPLICABLE**

In accordance with Section 2-8.5.1 of the Code of Miami-Dade County, this solicitation includes a preference for Miami-Dade County Local Certified Service-Disabled Veteran Business Enterprises (VBE). A VBE is entitled to receive an additional five percent of the total qualitative points at First and Second Tier, as applicable.

#### **1.22 ENERGY EFFICIENT BUILDING TAX CREDIT, IF APPLICABLE**

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

The Consultant is designated as the Designer/Construction Manager (“the Designer”) for the energy efficient improvements incorporated in the Energy Consumption Reduction Project (“the Project”) for:

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

#### **1.23 SCRUTINIZED COMPANIES**

By executing this proposal through a duly authorized representative, the proposer certifies that the proposer is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, as those terms are used and

defined in sections 287.135 and 215.473 of the Florida Statutes. In the event that the proposer is unable to provide such certification but still seeks to be considered for award of this solicitation, the proposer shall, on a separate piece of paper, clearly state that it is on one or both of the Scrutinized Companies lists and shall furnish together with its proposal a duly executed written explanation of the facts supporting any exception to the requirement for certification that it claims under Section 287.135 of the Florida Statutes. The proposer agrees to cooperate fully with the County in any investigation undertaken by the County to determine whether the claimed exception would be applicable. The County shall have the right to terminate any contract resulting from this solicitation for default if the proposer is found to have submitted a false certification or to have been placed on the Scrutinized Companies for Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

**1.24 SUBCONTRACTORS - RACE, GENDER AND ETHNIC MAKEUP OF OWNERS AND EMPLOYEES**

Pursuant to Ordinance No. 11-90, for all contracts which involve the expenditure of one hundred thousand dollars (\$100,000) or more, the entity contracting with the County must report to the County the race, gender and ethnic origin of the owners and employees of its first tier subcontractors using the Subcontractor/Supplier Listing form. In the event that the successful proposer demonstrates to the County prior to award that the race, gender and ethnic information is not reasonably available at that time, the successful proposer shall be obligated by contract to exercise diligent efforts to obtain that information and to provide the same to the County not later than ten (10) days after it becomes available and, in any event, prior to final payment under the contract.

## DIVISION 2.0 PROPOSAL REQUIREMENTS

### 2.1 FORMAT AND CONTENTS

Proposers should carefully follow the format and instructions outlined herein. Letter of Qualifications (LOQ's) must be submitted in paper format only. One original paper LOQ including the signature of the firm's authorized representative is required. Please refer to Section 2.2, Submittal Requirements, for the amount of copies to be submitted.

Every sole respondent must be responsive to all applicable items contained in this NTPC. Proposers shall not modify any of the forms provided, and must submit the completed forms listed below in their proposal. Failure to provide all of the requested information may deem a respondent's proposal non-responsive.

Each proposal (original and copies) shall consist of the following documents in the order noted below and must be bound.

1. Letter of Qualifications

A LOQ sample and instructional sheet is provided with the LOQ form. This document together with all other ISD applicable forms are available on Miami-Dade County's webpage at the following link:  
<http://www.miamidade.gov/internalservices/architectural-engineering-forms.asp>

Proposers are advised that changes to the proposed team composition, such as adding, deleting or replacing a firm(s), after the response deadline specified herein, will only be allowed at the discretion of Miami-Dade County. Under no circumstance shall a change be allowed that results in a proposer gaining a competitive advantage over other proposers.

The execution of the LOQ constitutes the unequivocal offer of the proposer to be bound by the terms of its proposal. Failure of a respondent to properly execute the LOQ may render the proposal non-responsive. The County, may however, at its sole discretion, accept any proposal that includes an executed document which unequivocally binds the proposer to the terms of its offer.

2. Resumes

Two (2) page resume for all team members.

Resumes must be submitted for all team members participating on the project. Subject document must be paginated and include personnel's name at the top of each page.

Additional personnel which do not adequately fit in the space provided in the LOQ

~~may be added on an additional sheet to be appended to the LOQ.~~

3. ISD Form No. 5 - Lobbyist Registration Affidavit

ISD Form No. 5 shall be submitted by the sole respondent, and shall list all members of the presentation team who will be participating in Second Tier (oral presentations). An amended ISD Form No. 5 must be submitted to the COB prior to Second Tier (oral presentations), if additional individuals will be speaking at subject meeting. The amended form should be titled as "Amended" and should denote those members that have been substituted and/or added with an asterisk. ~~Be sure to submit the amended form to both ISD's Capital Improvements Division and the COB within the above stated timeframe. Applicable fees may apply.~~

Pursuant to Miami-Dade County's Ethics Commission Rules and Procedures, Section I, Subsection 9.7, Selection Committee Registration Requirements, please be advised of the following:

- a. Any person who appears as a representative for an individual or firm, for an oral presentation before a County certification, evaluation, selection, technical review or similar committee, shall list on an affidavit provided by the County all individuals who may make presentations. The affidavit shall be filed with the COB at the time of response submittal.
- b. The individual or firm must submit a revised affidavit for any additional team members with the COB, by the time of the scheduled oral presentation. Any person not listed on the revised affidavit or who is not a registered lobbyist will not be permitted to participate in the oral presentation.

All additional team members, who are lobbyists, as defined herein, must file a principal authorization form (for the individual or entity) with the COB, prior to the oral presentation.

4. DOCUMENT 00400 -- Section 3 Economic Opportunity and Affirmative Marketing Plan. All proposers are required to execute and submit Document 00400 with their proposal. An executed Plan document is the proposer's certification that he or she will undertake affirmative marketing efforts to comply with Plan requirements, including recruitment/selection of any S3 new hires or trainees. (Exhibit B)

Failure to provide the information required by Miami-Dade County may result in the negative evaluation of the team, or disqualification of the team, at Miami-Dade County's sole discretion.

Pursuant to an Ethics and Public Trust Commission opinion, dated March 15, 2005, respondents requesting professional references from Miami-Dade County employees must submit said request in writing, to the attention of subject County employee with a copy to the COB. The COB may be reached via e-mail at [clerkbcc@miamidadegov](mailto:clerkbcc@miamidadegov), or via facsimile at (305) 375-2484.

Pursuant to Section 2-11.1(p) of the Miami-Dade County Code, County employees may not provide personal letters of recommendation.

The County Mayor or County Mayor's designee may impose the loss of eligibility to participate in County contracts, for a specified period of time not to exceed five years, upon an applicant, its individual officers, its shareholders with significant interests, and its affiliated businesses for violations of, or non-compliance with A.O. 3-39. Subject violations and/or non-compliance may include the falsification of information provided in a proposal and/or consultant selection documents.

Please note that the following forms are not required to be included with your proposal. The selected Proposer must submit the following after award, as applicable:

ISD Form No. 7 – Subcontractor/Supplier Listing (Ordinance 97-104)

ISD Form No. 9 – Fair Subcontracting Policies (Section 2-8.8 of the Miami-Dade County Code)

ISD Form No. 10 – Sub-Contractor Payment Report

**2.2 SUBMITTAL REQUIREMENTS FOR INITIAL SUBMISSION AND SECOND TIER ADDITIONAL INFORMATION, WHEN APPLICABLE**

Interested firms must submit their proposal in sealed envelope(s) and/or container(s), which clearly state the following:

- Project Number
- Project Title
- Consultant's Name
- Consultant's Mailing Address
- Consultant's Telephone Number

Each sealed envelope and/or container shall include one original and five paper proposal copies, inclusive of the firm's authorized representative's signature. All sealed envelopes and/or containers shall be delivered to the following location:

**Miami-Dade County  
Clerk of the Board  
Stephen P. Clark Center  
111 NW 1<sup>st</sup> Street, Suite 17-202 - Miami, Florida 33128  
Attention: Mrs. Amelia M. Cordova-Jimenez  
Re: ISD Project No. E12-PWWM-03**

Pursuant to Florida Statute 119.07(3) (m), all proposals received will become public record 30 days after the response deadline.

To preclude a late respondent from having an advantage, economic or otherwise, all submittals shall be delivered to the COB, Suite 17-202, no later than the proposal submittal deadline denoted in Section 1.8, Schedule. The COB will stamp each submittal with the date and time of receipt. This stamp shall constitute definite evidence of such date and time. All proposals received and time

~~stamped by the COB prior to the proposal submittal deadline shall be accepted as timely submittals.~~  
The circumstances surrounding all proposals received and time stamped by the COB after the proposal submittal deadline will be evaluated by the procuring department in consultation with the County Attorney's Office, in order to determine whether the proposal will be accepted as timely.

The responsibility for submitting a proposal to the COB, on or before the stated time and date, is solely and strictly the responsibility of the proposer. Miami-Dade County is not responsible for delays caused by any mail, package/couriers service, nor caused by any other occurrence.

~~Be advised that all sealed proposal envelopes and/or containers received after the specified response deadline may not be considered.~~

### **2.3 POSTPONEMENT/CANCELLATION**

The County may, at its sole and absolute discretion, reject any and all, or parts of any and all proposals; re-advertise this solicitation; postpone or cancel, at any time, this solicitation process; or waive any irregularities in this solicitation or in the proposals received as a result of this solicitation.

### **2.4 COSTS INCURRED BY PROPOSERS**

All expenses involved with the preparation and submission of proposals to the County, or any work performed in connection therewith, shall be the sole responsibility of the proposer(s). No payment will be made for any responses received, nor for any other effort required of, or made by the proposer(s) prior to commencement of work as defined by a contract approved by the BCC.

## **DIVISION 3.0 EVALUATION/SELECTION PROCESS**

### **3.1 INTRODUCTION**

The proposals will be evaluated for minimum submittal requirements by the Procurement Management Services Division of the Internal Services Department.

### **3.2 SELECTION PROCESS**

Proposals will be reviewed for compliance with all requirements stipulated in the NTPC. Failure to meet the requirements as stated in this NTPC may render the proposal non-responsive.

### **3.3 PROPOSAL EVALUATION**

**ALL FIRMS RESPONDING TO THIS SOLICITATION WHICH ARE PREQUALIFIED WITH MIAMI-DADE COUNTY AND ARE TECHNICALLY CERTIFIED IN ANY OF THE PROFESSIONAL CERTIFICATION CATEGORIES NOTED IN SECTION 1.6, A/E TECHNICAL CERTIFICATION REQUIREMENTS, WILL BE AWARDED A CONTRACT. FIRMS WITH ONE OR MORE COMBINATIONS OF TECHNICAL CERTIFICATION CATEGORIES WILL RECEIVE A SINGLE CONTRACT FOR THE ASSIGNED SERVICES.**

### **NEGOTIATIONS:**

The County reserves the right to enter into contract negotiations with the selected proposer(s). If the County and the proposer(s) do not agree to the terms of the PSA, then the County may elect to terminate negotiations and begin negotiating with the second highest ranked proposer and so forth. This process will continue until a contract has been executed, or all submittals have been rejected. No proposer shall have any claims and/or rights against the County arising from such negotiation and/or the qualification process.

**CARLOS A. GIMENEZ  
COUNTY MAYOR  
MIAMI-DADE COUNTY, FLORIDA**



**MIAMI-DADE COUNTY - INTERNAL SERVICES DEPARTMENT (ISD)  
ARCHITECT-ENGINEER LETTER OF QUALIFICATIONS (LOQ)**

**(I) - PROJECT INFORMATION**

ISD Project No.: E12-PWWM-03    Measures     Goal     Set-Aside     CBE N/A    DBE     No. of Addenda Received: \_\_\_\_\_  
 Project Name: MATERIALS TESTING / CONSULTING / TRAINING SERVICES

**(II) - PRIME CONSULTANT INFORMATION**

Firm No. 1: \_\_\_\_\_  
 Name: \_\_\_\_\_    FEIN: \_\_\_\_\_    E-mail: \_\_\_\_\_  
 Business Address: \_\_\_\_\_    Principal: \_\_\_\_\_    Phone: ( ) - \_\_\_\_\_  
 Contact Person's Name and Title: \_\_\_\_\_    Project Manager: \_\_\_\_\_    Fax: ( ) - \_\_\_\_\_  
 Assigned Personnel: \_\_\_\_\_

**(III) - A/E TECHNICAL CERTIFICATION REQUIREMENTS**

A/E Technical Certification Category	Prime	Sub
9.06 Soils, Foundations and Materials Testing -- Materials Testing / Consulting / Training	<input checked="" type="checkbox"/>	<input type="checkbox"/>

**(IV) - RESUMES FOR ASSIGNED PERSONNEL**

Attach two (2) page resumes for assigned personnel identified on this LOQ.

THE EXECUTION OF THE LOQ CONSTITUTES THE UNEQUIVOCAL OFFER OF PROPOSER TO BE BOUND BY THE TERMS OF HIS OR HER PROPOSAL. FAILURE OF AN AUTHORIZED PRIME FIRM REPRESENTATIVE TO SIGN THIS LOQ WHERE INDICATED BELOW, MAY RENDER THE PROPOSAL NON-RESPONSIVE. HOWEVER, THE COUNTY MAY, AT ITS SOLE DISCRETION, ACCEPT ANY PROPOSAL THAT INCLUDES AN EXECUTED DOCUMENT WHICH UNEQUIVOCALLY BINDS THE PROPOSER TO THE TERMS OF HIS OR HER OFFER.

**(V) - PRIME CONSULTANT ACKNOWLEDGEMENT**

I hereby certify that to the best of my knowledge and belief all the foregoing information is true and correct.

Authorized Prime Consultant's Representative: \_\_\_\_\_ Title: \_\_\_\_\_  
 (Print Name)

Signature Authorized Representative: \_\_\_\_\_ Date: \_\_\_\_\_

FOR MIAMI-DADE COUNTY - ISD USE ONLY				
DO NOT WRITE IN THIS SECTION				
A/E TECHNICAL CERTIFICATION REQUIREMENTS				
TC#	Team	Pre-Q	TC	Additional Comments
006		Y	N	
FOR MIAMI-DADE COUNTY - ISD USE ONLY				
DO NOT WRITE IN THIS SECTION				
ISD FORMS AND OTHER DOCUMENTATION				
Form	Verification	Additional Comments		
LOQ	Y			
Resume	Y			
ISD Form No. _____	Y			
Documentation	Y			



The individuals named above are Registered and the Registration Fee is not required for the Oral Presentation ONLY. Proposers are advised that any individual substituted for or added to the presentation team after submittal of the proposal and filing by staff, MUST register with the Clerk of the Board and pay all applicable fees. Other than for the oral presentation, Proposers who wish to recommendation of County personnel regarding this solicitation MUST register with the Clerk of the Board (Form BCCFORMZDOC) and pay all applicable fees.

I do solemnly swear that all the foregoing facts are true and correct and I have read or am familiar with the provision of Section 2-11.1(s) of the Code of Metropolitan Dade County as amended.

SIGNATURE OF AUTHORIZED REPRESENTATIVE \_\_\_\_\_

STATE OF \_\_\_\_\_ (Name and Title of Signatory, Printed or Typed)

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_

BY \_\_\_\_\_ a \_\_\_\_\_ (Individual, Officer, Partner or Agent) (Sole, Corporation or Partnership)

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

\_\_\_\_\_  
(Signature of Notary Public Taking Acknowledgment)

\_\_\_\_\_  
(Name of acknowledger typed, printed or stamped)

\_\_\_\_\_  
(Title or Rank) \_\_\_\_\_ (Serial Number, if any)

(ATTACH ADDITIONAL COPIES OF THESE SHEETS IF NECESSARY)

EXHIBIT "A"

DRAFT PROFESSIONAL SERVICES AGREEMENT TO PROVIDE  
MATERIALS TESTING, CONSULTING AND TRAINING SERVICES  
ISD PROJECT NO. E12-PWWM-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".

WITNESSETH:

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 \_\_\_\_\_ for office personnel, and \_\_\_\_\_ for field personnel, and the direct hourly salary times the multiplier are not to exceed \$ \_\_\_\_\_ 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.

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 ABE 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 if 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 - AFFIRMATIVE 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 - SUBCONTRACTING

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 Department of Public Works and Waste Management (PWWM) 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 element 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 using 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 419 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  
1<sup>st</sup> 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 "A" 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 any modification or change in insurance shall be made without thirty (30) days 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 1<sup>ST</sup> 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.

**SECTION 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 for 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 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 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 of 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 consideration 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 5<sup>th</sup> day of new month, to Margaret Hall, Administrative Officer 3, (305) 644-5394, Miami-Dade Housing Agency (MDHA) Quality Assurance and Compliance, 1401 NW 7<sup>th</sup> St., Bldg. "G", Miami, FL 33125.

2. When you hire any new personnel (Section 3 and 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: (Fr:) \_\_\_\_\_ (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 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 check items to MDDA's Quality Assurance and Compliance, at (305), or deliver to MDDA, 1401 NW 7<sup>th</sup> St, Bldg. G, Miami, FL 33125.

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 ROBIN, CLERK

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

By: \_\_\_\_\_

Deputy Clerk

By: \_\_\_\_\_

Carlos Gimenez,  
Mayor



**Small Business Development Division**  
*Project Worksheet*

**Project/Contract Title:** MISCELLANEOUS PROFESSIONAL SERVICES AGREEMENTS TO PROVIDE MATERIALS TESTING/CONSULTING/TRAINING SERVICES (SIC 871) **Received Date:** 12/10/2012

**Project/Contract No:** E12-PWWM-03 **Funding Source:** TBD

**Department:** PUBLIC WORKS DEPARTMENT **Resubmittal Date(s):**

**Estimated Cost of Project/Bid:** \$0.00

**Description of Project/Bid:** To establish a Professional Services Agreement (PSA) to provide materials testing, consulting, and training services, necessary for design and construction projects.

Contract Measure Recommendation		
Measure	Program	Goal Percent
No Measure	CBE	

**Reasons for Recommendation**

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

**Funding Source(s):** The Department requesting the services for the specific project will establish the funding source at the time the work order is issued.

This pool will be open to all "Materials Testing/Consulting/Training" firms; the only requirement is that the firm be certified in the established Technical Category; thus SBD's concurrence with the "No Measure" recommendation.

SIC 871 - Architectural and Engineering Services.

Technical Category: 0906-Materials Testing/Consulting/Training

Analysis for Recommendation of a Cost				
Subtrade	Cat.	Estimated Value	% of Items to Base Bid	Availability
				<b>Total</b>

**Living Wages:** YES  NO

**Responsible Wages:** YES  NO

*Responsible Wages and Benefits applies to all construction projects over \$100,000 that do not utilize federal fund. For federally funded projects, unless prohibited by federal or state law or disallowed by a governmental funding source, the HIGHER wage between Davis Bacon and Responsible Wages and Benefits shall apply.*



Small Business Development Division  
Project Worksheet

Project/Contract Title: MISCELLANEOUS PROFESSIONAL SERVICES AGREEMENTS TO  
PROVIDE MATERIALS TESTING/CONSULTING/TRAINING SERVICES  
(SIC 871)  
Project/Contract No: B12-PWWM-03  
Department: PUBLIC WORKS DEPARTMENT  
Estimated Cost of Project/Bid: \$0.00

Received Date: 12/10/2012

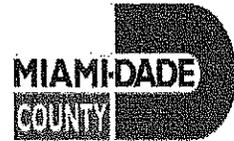
Funding Source:  
TBD

Resubmittal Date(s):

FEDERAL RECOMMENDATION			
Tier 1 Set Aside _____	Tier 2 Set Aside _____		
Set Aside _____	Level 1 _____	Level 2 _____	Level 3 _____
Trade Set Aside (MCC) _____	Goal _____	Bid Preference _____	
No Measure _____	Deferred _____	Selection Factor _____	
CWP _____		<i>V. Clark</i> SBD Director	12-12-12 Date



Memorandum



**To:** Honorable Chairwoman Rebeca Sosa  
and Members, Board of County Commissioners

**From:** Charles Scurr, Executive Director *Charles Scurr*

**Date:** June 12, 2013

**Re: CITT AGENDA ITEM 5A:**  
RESOLUTION BY THE CITIZENS' INDEPENDENT TRANSPORTATION TRUST (CITT) RECOMMENDING THAT THE BOARD OF COUNTY COMMISSIONERS (BCC), APPROVE A CONTRACT AWARD RECOMMENDATION FOR PROFESSIONAL SERVICES AGREEMENTS WITH 27 CONSULTING FIRMS TO PROVIDE SOILS, FOUNDATIONS AND GEOTECHNICAL TESTING SERVICES (PROJECT NO. E12-PWWM-02; CONTRACT NO. 20120068) AND AUTHORIZING THE USE OF VARIOUS FUNDING SOURCES INCLUDING CHARTER COUNTY TRANSPORTATION SURTAX, IN AN AMOUNT NOT TO EXCEED \$2 MILLION, AND BUILDING BETTER COMMUNITIES GENERAL OBLIGATION BOND FUNDS (PWWM – BCC Legislative File No. 131169)

On June 12, 2013, the CITT voted (7-0) to forward a favorable recommendation to the Board of County Commissioners (BCC) for the approval of the above referenced item, CITT Resolution No. 13-023. The vote was as follows:

Paul J. Schwiep, Esq., Chairperson – Aye  
Hon. Anna E. Ward, Ph.D., 1st Vice Chairperson – Aye  
Glenn J. Downing, CFP®, 2nd Vice Chairperson – Absent

Christopher Benjamin, Esq. – Absent  
Peter L. Forrest – Aye  
Prakash Kumar – Aye  
Hon. James A. Reeder – Aye  
Hon. Linda Zilber – Absent

Joseph Curbelo – Aye  
Alfred J. Holzman – Aye  
Miles E. Moss, P.E. – Absent  
Marilyn Smith – Absent

cc: Alina Hudak, Deputy Mayor/County Manager  
Bruce Libhaber, Assistant County Attorney  
Miguel Gonzalez, Assistant County Attorney

82