Memorandum

MIAMI-DADE COUNTY

Date:	May 5, 2015
To:	Honorable Chairman Jean Monestime and Members, Board of County Commissioners
From:	Carlos A. Gimenez Mayor
Subject:	Award of a Professional Service Agreement to Provide Architectural, Engineering and Specialty Consultant Services for HistoryMiami Renovation Project No. A13-CUA-02 GOB to M.C. Harry and Associates, Inc.

Agenda Item No. 8(C)(1)

Recommendation

It is recommended that the Board of County Commissioners (Board) approve the attached resolution awarding a Professional Service Agreement (PSA) with a total compensation amount not to exceed (NTE) $1,650,000.00 and a total contract term of three (3) years with two (2) additional one-year options to extend to provide architectural, engineering, and specialty consultant services for Project No. A13-CUA-02GOB – HistoryMiami Renovation Project to M.C. Harry and Associates, Inc. This recommendation for award has been prepared by the Department of Cultural Affairs (CUA).

Scope

PROJECT NAME: HistoryMiami Renovation Project

PROJECT NO: A13-CUA-02 GOB

CONTRACT NO: A13-CUA-02

PROJECT DESCRIPTION:

The Basic Services scope of work includes architectural, engineering, and specialty consultant services for expansion of and consolidation with the current HistoryMiami space and the facility formerly occupied by the Miami Art Museum (MAM). CUA will work in close consultation with HistoryMiami, Miami-Dade County Public Library (Main Branch), Information Technology Department (ITD), and Internal Services Department (ISD) to maximize shared resources and minimize the impact of the new improvements to the surrounding facilities. The work shall include, but not be limited to:

- **Phase 1:** Conceptual plans with cost estimates to merge the two (2) museum spaces into an expanded and renovated facility for HistoryMiami. The selected consultant must provide three (3) detailed scenarios for improvements to the Cultural Center Plaza (Plaza) that unify the renovated museum and the Main Branch of the Miami-Dade County Public Library. The three scenarios envisioned include:

    a. An addition connecting the two (2) existing museum facilities and required improvements, if any, to the Plaza necessary to complete the museum renovation proposal;
    b. Connection and required renovation of the two (2) existing museum facilities and renovations and/or repairs to the Plaza to enhance, among other things, accessibility from the ground level to the raised Plaza level; and

c. Connection and required renovation of the two (2) existing museum facilities and the elimination (demolition) of part of the entire raised Plaza, design of a new Plaza at ground level, and relocation of the services and tenants currently housed below the Plaza.

At the County's sole and absolute discretion, the County may elect to have the selected consultant proceed with Phases 2-5 of the Project as follows:

- **Phases 2-5**: Design development, cost estimates, construction documents and specifications, bidding and award services, and construction administration for the chosen scenario.

- To the extent that the County elects not to have the selected consultant complete Phases 2-5 as part of this contract, then the County may seek to have another architectural, engineering and specialty consultant team complete Phases 2-5 of the Project. The consultant selected to perform Phase 1 of the Project will be ineligible to submit qualifications or proposals on any subsequent solicitation for subsequent phases of the Project.

PROJECT LOCATION: 101 West Flagler Street Miami, FL 33130

PRIMARY COMMISSION DISTRICT: District 5

APPROVAL PATH: Board of County Commissioners

USING DEPARTMENT: HistoryMiami

MANAGING DEPARTMENT: CUA

Fiscal Impact / Funding Source

FUNDING SOURCE: Building Better Communities General Obligation Bonds

PTP FUNDING: No

GOB FUNDING: Yes; Project Nos: Renovation and Expansion HistoryMiami - 297.1 and HistoryMiami Plaza -268

ARRA FUNDING: No

CAPITAL BUDGET PROJECT NO. - DESCRIPTION:

114969 – HISTORY MIAMI
Funding Year: Adopted Capital Budget Book for FY 2014-15, Page:181, Volume # 2; Prior Year's Funds
CAPITAL BUDGET PROJECT TOTAL: $1,650,000.00

OPERATIONS AND MAINTENANCE IMPACT/FUNDING:

The improvements recommended and implemented as part of this architectural and engineering work will significantly improve circulation and the overall visitor experience at

HistoryMiami and the adjacent Library. As a result of Miami Art Museum's relocation into their new building, HistoryMiami has expanded their operation into MAM's previous space at the downtown Cultural Center, thereby increasing HistoryMiami's public programming spaces (exhibitions, classrooms, theater, etc.) by 133 percent. The museum now has the ability to present three (3) to four (4) exhibitions concurrently while only one (1) exhibition was previously possible. The spaces, however, are not physically connected to each other, making it difficult to operate the museum and for patrons to navigate. The scope in this contract includes creating a cohesive and physically-accessible HistoryMiami museum, and addresses the deteriorating plaza which is shared with the Library. The work necessary to connect the two (2) museum spaces will require upgrades to the existing equipment which will increase the efficiency of the building systems and this has the potential to lower operational costs associated with cooling, lighting and also general maintenance and repairs required at the Plaza. This would benefit both the lessee (HistoryMiami) and the Owner (Miami-Dade County).

PROJECT TECHNICAL CERTIFICATION REQUIREMENTS:

Type	Code	Description
Prime	14.00	Architecture
Prime	18.00	Architectural Construction Management
Other	11.00	General Structural Engineering
Other	12.00	General Mechanical Engineering
Other	13.00	General Electrical Engineering
Other	16.00	General Civil Engineering
Other	17.00	Engineering Construction Management
Other	20.00	Landscape Architecture
Other	22.00	A.D.A. Title II

ENROLLED VENDORS NOTIFIED: 2238

PROPOSALS RECEIVED: 9

TOTAL CONTRACT PERIOD: 1,095 days
(Excluding Warranty Administration Period)
The original term is for 3 years (1,095 days) with two (2) one year options to extend. Options to extend are based solely on the approval of the Mayor or Mayor's designee

CONTINGENCY PERIOD: 110 days
The cumulative total of all Contingency Allowance time extensions shall not exceed ten percent of the original PSA duration rounded off to the next whole number.

IG FEE INCLUDED IN BASE CONTRACT: Yes

ART IN PUBLIC PLACES: Yes

BASE ESTIMATE: $1,375,000.00

BASE CONTRACT AMOUNT: $1,375,000.00

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

Type	Percent	Amount
PSA	10%	$137,500.00

REIMBURSABLE SERVICES: $137,500.00

TOTAL AMOUNT: $1,650,000.00

Track Record / Monitor

PERFORMANCE RECORD: Evaluations in the Capital Improvements Information System (CIIS) for the Prime Consultant firm and several of the sub-consultant firms appear in the system with the following evaluations out of a possible 4.0 points:

M.C. Harry and Associates, Inc.	4.0
SDM Consulting Engineers, Inc.	3.3
Miller Legg and Associates, Inc.	3.5
Consulting Engineering & Science, Inc.	3.6
Ross & Baruzzini, Inc.	3.4

EXPLANATION:
The Notice to Professional Consultants (NTPC) was issued on February 24, 2014 and proposals from nine (9) firms were received on April 21, 2014. The Selection Committee met on June 27, 2014 to rank the submittals and recommended four (4) firms to move onto a second-tier oral presentation. The Selection Committee met on July 31, 2014 for the second-tier oral presentations and recommended to negotiate with the top-ranked firm, M.C. Harry and Associates, Inc. (Consultant). The Negotiation Committee met two (2) times with the top-ranked firm, on October 10, and October 20, 2014. The Negotiation Committee was able to reduce the Consultant's originally proposed fees by 31 percent and the Negotiation Committee recommended awarding the PSA to the Consultant on October 20, 2014.

Upon completion of Phase 1, the County, in consultation with HistoryMiami and considering input from other stakeholders, will determine which option to proceed with, if any. At the County's sole and absolute discretion, the County may elect not to have the selected Consultant proceed with Phases 2-5 of the Project.

PRIME CONSULTANT: M.C. Harry and Associates, Inc.

COMPANY PRINCIPALS: Thomas M. Carlson, AIA

COMPANY QUALIFIER: Thomas M. Carlson, AIA

COMPANY EMAIL ADDRESS: cgarcia@mcharry.com

COMPANY ADDRESS: 2780 S.W. Douglas Road, Suite 302
Miami, Florida 33133

YEARS IN BUSINESS AT TIME OF AWARD: 58 (Established 1957)

PREVIOUS EXPERIENCE WITH COUNTY IN THE LAST FIVE YEARS

AT TIME OF AWARD: According to information provided by ISD's Division of Small Business Development, the Prime Consultant has been awarded three contracts in the last five (5) years for a total of $476,057.00.

SUBCONSULTANTS: Bliss & Nyitray, Inc. (General Structural Engineering, Engineering Construction Management);
SDM Consulting Engineers (General Mechanical Engineering, General Electrical Engineering, Engineering Construction Management);
Miller Legg (Landscape Architecture);
Consulting Engineering & Science, Inc. (General Civil Engineering);
Synergetic Acoustic Designs LLC (Acoustics, Sound and Communications);
H3 Hardy Collaboration Architecture (Museum Consultants);
Gallagher & Associates (Exhibit Design);
Mary Means + Associates (Grant/Community Outreach Consultant);
Ross & Baruzzini (Security Consultant)

MINIMUM QUALIFICATIONS EXCEED LEGAL REQUIREMENTS: Yes

Experience and Qualifications:

1) The prime must provide a minimum of three (3) client references of comparable contracts, ongoing or completed, demonstrating that the prime firm meets the following program specific essential qualifications:

   (a) A minimum of three (3) years relevant experience in performing comprehensive site/master planning services for cultural facilities.

   (b) Experience within the last five (5) years in designing (including the production of construction documents) at least one multi-story museum facility of 10,000 square feet or greater either as new construction, or major renovation, with a minimum construction value of $1.5 million.

   (c) Experience within the last five (5) years of gathering input from not-for-profit organizations, facility operators, and key stakeholders for the purpose of providing design solutions that maximize the use of new and/or existing spaces based on programmatic goals.

   (d) Experience providing design solutions that maximize the use of new and/or existing spaces based on programmatic goals and limited capital resources.

The Prime shall meet or exceed the above program specific essential qualifications and provide a minimum of three (3) client references of comparable contracts, ongoing or completed, demonstrating that the Prime meets the qualifications as stipulated above. The following must be included for each client reference:

(a) Client;
(b) Description of each firm's work on the project, including the firm's total compensation for the contracted services; and
(c) Client's contact person, phone number, and email address;
(d) Details to support whether each team member's particular expertise relevant to the solicitation was gained while employed by the respondent firm, or as a member of another firm.

2) The prime must identify the following individuals on their team:

(a) Senior Architect - Must be a State of Florida licensed architect with a minimum of five (5) years' experience in projects of similar size and scope.

(b) Project Manager - Must have a Bachelor's degree in Architecture and a minimum two (2) years' experience in projects of similar size and scope.

(c) Construction Manager – Must have a Bachelor's degree in Architecture, Engineering, or Construction Management and a minimum two (2) years' experience in managing construction projects of similar size and scope.

3) The prime must identify the following Specialty Consultants: (1) Museum Consultant; (2) Acoustical Consultant; (3) Sound and Communications Consultant;(4) Envelope Consultant; (5) Signage and Wayfinding Consultant; (6) Security Consultant; (7) LEED Consultant; and (8) any other specialty consultant deemed necessary for the successful completion of the scope of services.

Each specialty consultant must demonstrate a minimum of five (5) years of experience in the design and specification of the specialty systems/equipment.

The expertise must be met by a qualified individual(s) of the prime and sub-consultant firms, as applicable. The team members shall provide detailed resume(s), sample projects for such, and denote the capacity in which individuals have worked. The determination of the individual's qualifications and compliance with the experience and qualifications shall be at the sole discretion of the County. The Competitive Selection Committee may negatively evaluate proposals from firms they determine have failed to meet the above experience and qualification(s). The prime or sub-consultant shall provide detailed resume(s) of the individual(s) that fulfills the specialty consultant requirement, and provide sample projects that the individual(s) has worked on and in what capacity. Information regarding the experience and qualification(s), for the prime and all sub-consultants, must be included in ISD Form No. 11, as applicable.

REVIEW COMMITTEE ASSIGNED CONTRACT MEASURES:

Type	Goal	Estimated Value
CBE	28%	$462,000.00

MANDATORY CLEARING HOUSE: No

	Name	Phone/Email
CONTRACT MANAGER:	Lisa D'Andrea-Thompson	305.375.5736 dandrea@miamidade.gov

	Name	Phone/Email
PROJECT MANAGER:	Lisa D'Andrea-Thompson	305.375.5736 dandrea@miamidade.gov

On April 29, 2010, the Historical Museum of Southern Florida was officially renamed HistoryMiami. The rebranding was a direct result of a year-long effort to encompass the past history which defines the region as well as the future direction of the community. On July 28, 2011, HistoryMiami was formally received as a Smithsonian Institution Affiliate.

After the relocation of the Miami Art Museum to their new building, HistoryMiami expanded into the vacated space at the downtown Cultural Center in mid-January 2014. The move has increased HistoryMiami's public programming spaces by 133 percent and has enabled them to feature multiple exhibitions concurrently. Remodeling of all public galleries was undertaken by HistoryMiami and this work was completed in August 2014. HistoryMiami is now poised to begin the next phase in their expansion which will merge the disconnected museum buildings and provide improvements to the Cultural Center Plaza to unify the newly renovated museum and the Main Branch on the Plaza.

BUDGET APPROVAL FUNDS AVAILABLE: M.S. AG

2/20/15

DIRECTOR DATE
OFFICE OF MANAGEMENT AND BUDGET

APPROVED AS TO LEGAL SUFFICIENCY:

3/2/15

COUNTY ATTORNEY DATE

2/27/15

SENIOR ADVISOR DATE
OFFICE OF THE MAYOR

CLERK DATE

MEMORANDUM

(Revised)

TO: Honorable Chairman Jean Monestime
and Members, Board of County Commissioners

DATE: May 5, 2015

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

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

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(C)(1)
5-5-15

RESOLUTION NO. _____

RESOLUTION APPROVING AWARD OF A PROFESSIONAL SERVICE AGREEMENT TO M.C. HARRY AND ASSOCIATES, INC. IN AN AMOUNT NOT TO EXCEED $1,650,000.00 FUNDED FROM BUILDING BETTER COMMUNITIES GENERAL OBLIGATION BOND PROGRAM FUNDS FOR ARCHITECTURAL, ENGINEERING, AND SPECIALTY CONSULTING SERVICES FOR PROJECT NO. A13-CUA-02 GOB – HISTORYMIAMI RENOVATION PROJECT WITH AN INITIAL THREE YEAR TERM WITH TWO ONE-YEAR OPTIONS TO RE-NEW; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE THE AGREEMENT AND TO EXERCISE THE PROVISIONS CONTAINED THEREIN

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum and documents, copies of which are incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board hereby approves the award of the Professional Service Agreement to M.C. Harry and Associates, Inc. in an amount not to exceed $1,650,000.00 funded from Building Better Communities General Obligation Bond Program Funds for Architectural, Engineering, and Specialty Consulting Services for Project No. A13-CUA-02 GOB – HistoryMiami Renovation, with an initial contract term of three (3) years with two (2) one-year options to extend, in substantially the form attached hereto and made a part hereof, and authorizes the County Mayor or County Mayor's designee to execute the agreement and to exercise the provisions contained therein.

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

Jean Monestime, Chairman
Esteban L. Bovo, Jr., Vice Chairman

Bruno A. Barreiro	Daniella Levine Cava
Jose "Pepe" Diaz	Audrey M. Edmonson
Sally A. Heyman	Barbara J. Jordan
Dennis C. Moss	Rebeca Sosa
Sen. Javier D. Souto	Xavier L. Suarez
Juan C. Zapata	

The Chairperson thereupon declared the resolution duly passed and adopted this 5th day of May, 2015. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this Resolution and the filing of this approval with the Clerk of the Board.

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

HARVEY RUVIN, CLERK

By:_____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Monica Rizo

PROFESSIONAL SERVICES AGREEMENT

PROJECT TITLE: HistoryMiami Renovation Project

CUA/ISD PROJECT NO.: A13-CUA-02-GOB

AGREEMENT

Made as of the _____day of _____in the year 2015.

Between the Owner: Miami-Dade County Florida, a political subdivision of the State of Florida, acting by and through its **Board of County Commissioners**, hereinafter called the "County", which shall include its officials, successors, legal representatives, and assigns.

and the Consultant:

Name:	**M.C. Harry & Associates, Inc.**
Address:	**2780 S.W. Douglas Road, Suite 302**
City/State/Zip:	**Coral Gables, FL 33133**
Phone Number:	**305.445.3765**
email:	**cgarcia@mcharry.com**

The term Consultant shall include its officials, successors, legal representatives, and assigns.

for Project: HistoryMiami Renovation Project. The scope of work includes architectural, engineering, and specialty consultant services for expansion of and consolidation with the current space of HistoryMiami and the facility formerly occupied by the Miami Art Museum (MAM). MAM is vacating the building and the facility will be renovated for use by HistoryMiami. CUA will work in close consultation with HistoryMiami, Miami-Dade County Public Library (Main Branch), Information Technology Department (ITD), and Internal Services Department (ISD) to maximize shared resources and minimize the impact of the new improvements to the surrounding facilities. The scope of services for the A/E team will consist of the following Phases:

Phase 1: Conceptual plans with cost estimates to merge the two museum spaces into an expanded and renovated facility for HistoryMiami. The selected consultant must provide three detailed scenarios for improvements to the Cultural Center Plaza that unifies the renovated museum and the main branch of the Miami-Dade County Library. The three scenarios envisioned include:

a. An addition connecting the two existing museum facilities and required improvements, if any, to the Plaza necessary to complete the museum renovation proposal;
b. Connection and required renovation of the two existing museum facilities and renovations and/or repairs to the Plaza to enhance, among other things, accessibility from the ground level to the raised Plaza level; and
c. Connection and required renovation of the two existing museum facilities and the elimination (demolition) of part of the entire raised plaza, design of new plaza at ground level, and relocation of the services and tenants currently housed below the Plaza.

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The selected consultant shall work in close collaboration with all the tenants involved/affected: HistoryMiami, Miami-Dade County Library, Information Technology Department (ITD), and Internal Services Department (ISD). Each scheme shall include an order of magnitude cost estimate that takes into account, but is not limited to: architectural and aesthetic features, ADA compliance, structural, mechanical, electrical, plumbing, fire protection, site drainage, landscaping, roofing, sound and communication systems, equipment, signage and way-finding, telecommunication systems, security, LEED certification, 40-year certification of buildings (as applicable), and operational impacts to the capital project (relocation of services), as necessary. Cost estimates shall also consider and clearly outline costs due to phasing the project(s), if necessary. The deliverables for the Phase 1 scope of work shall include three conceptual plans with sufficient details and renderings to articulate each scheme, as outlined above, and its corresponding cost estimate.

At the County's sole and absolute discretion, the County may elect to have the selected consultant proceed with Phases 2-5 of the Project as follows:

Phases 2-5: Design development, cost estimates, construction documents and specifications, bidding and award services, and construction administration for the chosen scenario.

The selected consultant will be responsible for the coordination and supervision of the team services and approving the work product of the sub-consultants

To the extent that the County elects not to have the selected consultant complete Phases 2-5 as part of this contract, then the County may seek to have another A/E Professional complete Phases 2-5 of the Project. The consultant selected to perform Phase 1 of the Project will be ineligible to submit qualifications or proposals on any subsequent solicitation for subsequent Phases of the Project.

The Owner and Consultant agree as set forth herein:

PROFESSIONAL SERVICES AGREEMENT

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APPENDIX 1 - PRINCIPALS OF THE CONSULTANT AND CRITICAL PERSONNEL

APPENDIX 2 – HOURLY RATES

APPENDIX 3 –SITE INFO

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ARTICLE 1 - DEFINITIONS

1.1 ADDITIONAL SERVICES: Those services, in addition to the Basic Services in this Agreement, which the Consultant shall perform at Owner's option and when authorized by Service Order(s) in accordance with the terms of this Agreement.

1.2 AGREEMENT: This written Agreement between the Owner and the Consultant, including the Appendices and Exhibits attached hereto and all Amendments and Service Orders issued by the Owner hereunder.

1.3 AMENDMENT: A written modification to this Agreement executed by the Consultant and the Owner covering changes, additions, or reductions in the terms of this Agreement.

1.4 CONSULTANT (A/E): The named entity on page 1 of this Agreement.

1.5 ART IN PUBLIC PLACES: A division of the Miami-Dade County Department of Cultural Affairs that is responsible for initiating and overseeing the incorporation of art into new County facilities.

1.6 AUTHORIZATION TO PROCEED: A written communication issued by the Owner to the Consultant directing him/her to proceed and establishing the date of commencement and termination of the designated task.

1.7 BASIC SERVICES: Those services which the Consultant shall perform in accordance with the terms of the Agreement as directed and authorized by a Service Order(s). In addition, any Services not specifically addressed as Additional Services are considered Basic Services.

1.8 BASIC SERVICES FEE: The basis for compensation of the Consultant for the Basic Services performed under this Agreement.

1.9 BOARD OF COUNTY COMMISSIONERS: The duly elected officials authorized to act on behalf of the County.

1.10 CHANGE ORDER: A written agreement executed by the Owner, the Contractor and the Contractor's Surety, covering modifications to the Contract.

1.11 COMMISSIONING AGENT: A member of the Consultant team responsible for the methodical process of testing and adjusting the building systems (mechanical, plumbing, electrical, fire/life safety, building envelopes, lighting, wastewater, controls, building security, etc.) during re-commissioning to ensure the achievement of the Owner's project requirements as designed by the building architects and engineers.

1.12 COMMUNITY BUSINESS ENTERPRISE (CBE-A/E): A Miami-Dade County program designed to provide contracting opportunities to small and medium size architectural and engineering firms.

1.13 CONSTRUCTION CONTRACT DOCUMENTS: The Construction Contract Documents shall include, but not necessarily be limited to, the Advertisement for Bids, Instructions to

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Bidders, Bid Form, Bid Bond, Contract, Surety Performance Bond, Surety Payment Bond, General Conditions, Special Provisions, Technical Specifications, and Plans together with all Addenda, and subsequent Change Orders, and Work Orders. These documents shall include legal agreement between the Owner and the Construction Contractor for the performance of the Work.

1.14 CONSTRUCTION COST: Actual cost of the Work established in the Contract Documents as may be amended from time to time.

1.15 CONSTRUCTION SCHEDULE: Critical Path Method (CMP) schedule submitted by the Contractor and used by the Owner to monitor progress on the project; includes updates submitted by the Contractor with every payment request.

1.16 CONSULTANT: The Consultant who has entered into a contract with the County to provide basic and additional professional services under Articles 4 and 5 of this Agreement. He/she shall act as the County's representative for the duration of the project, inclusive of the Warranty Phase.

1.17 CONTINGENCY ALLOWANCE ACCOUNT(S): An account contained within the Construction Contract which establishes a specific amount to be used to perform work, as proposed by the Consultant and approved by the Owner, for unknown, unanticipated work which is necessary to complete the project to perform its design function. Any money not directed to be used by the Owner, within a Contingency Allowance account remains with the County.

1.18 CONTRACT DOCUMENTS: The legal agreement between the Owner and the Contractor for performance of Work. The documents prepared by the Consultant in accordance with the requirements of a Service Order(s) issued hereunder that form the basis for which the Owner can receive bids for the Work included in the documents. The Contract Documents shall include, but not necessarily be limited to, the Advertisement for Bids, Instructions to Bidders, Bid Form, Bid Bond, Contract, Surety Performance Bond, Surety Payment Bond, General Conditions, Special Provisions, Technical Specifications, and Plans together with all Addenda, and subsequent Change Orders, and Work Orders.

1.19 CONTRACTOR: The firm, company, corporation or joint venture contracting with the Owner for performance of Work covered in the Contract Documents.

1.20 CONSTRUCTION ADMINSTRATION SERVICES: Those portions of the Services comprising Phase 5 of the Basic Services that the Consultant shall perform in accordance with the terms of this Agreement when directed and authorized by a Service Order.

1.21 DEDICATED ALLOWANCE ACCOUNT(S): An account(s) in which the stated dollar amount(s) is included in the Construction Contract for the purpose of funding specific items of work. Any money within a Dedicated Allowance account, not directed to be used by the Owner, remains with the Owner.

1.22 DEFECT(S): Refers to any part of the Work that does not follow the Contract Documents, does not meet the requirements of a reference standard, test or inspection specified in the Contract Documents, does not properly function, is broken, damaged or of inferior quality, or is incomplete. The adjective "defective" when it modifies the words "Work" or "work" shall have the same connotation as Defect.

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1.23 DEPARTMENT OF CULTURAL AFFAIRS (CUA): A department of Miami-Dade County government; sometimes referred to as Owner, represented by and acting through the Director or his designee(s).

1.24 DESIGN DELIVERABLES: Deliverables to be presented and Services to be performed by the Consultant at various phases of design. The design deliverables are to comply with the requirements of each Service Order.

1.25 DESIGN DEVELOPMENT: That portion of the Services comprising Phase 2 of the Basic Services which the Consultant shall perform in accordance with the terms of this Agreement when directed and authorized by Service Order.

1.26 DIRECTOR: The Director of the Miami-Dade County Department of Cultural Affairs or authorized representative(s) designated in writing with respect to a specific matter(s) concerning the Services.

1.27 FIXED LUMP SUM: A basis for compensation of the Consultant for Services performed.

1.28 LEED: Leadership in Energy and Environmental Design. Design of County facilities must comply with the Sustainable Building Program established in Ordinance 07-65.

1.29 LIFE CYCLE COSTING: The process whereby all expenses associated with the operations, maintenance, repair, replacement and alteration costs of a facility or piece of equipment are identified and analyzed.

1.30 NOTICE TO PROCEED: Written communication issued by the Owner to the Contractor directing the Work to proceed and establishing the date of commencement of the Work.

1.31 OWNER: Miami-Dade County acting through the Department of Cultural Affairs. The term Owner as used in this Agreement shall exclude the County regulatory departments: Regulatory and Economic Resources (RER), Public Works, Waste Management, and the Fire Department (MDFR), or their successors.

1.32 PHASE: The portion of the Basic Services that shall be accomplished by the Consultant for each of the Project's elements or a portion or combination thereof as described in the article "Basic Services" herein:

Phase 1 Study	-	Program Verification and Feasibility
Phase 2A	-	Schematic Design
Phase 2B	-	Design Development
Phase 3A	-	50% Contract Documents
Phase 3B	-	90% Contract Documents
Phase 3C	-	100% Contract Documents
Phase 3D	-	Bid Documents
Phase 4	-	Bidding & Award of Contract
Phase 5	-	Construction Administration Services

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1.33 PLANS: The drawings prepared by the Consultant which show the locations, characters, dimensions and details of the Work to be done and which are part of the Contract Documents.

1.34 PROBABLE CONSTRUCTION COST: The latest approved written estimate of Construction Cost broken down by the latest format developed by the Construction Specification Institute (CSI) or unit price bid items, including construction allowance contingencies, submitted to the Owner, in a format preferred by the Owner, in fulfillment of the requirement(s) of this Agreement.

1.35 PROFESSIONAL CONSTRUCTION ESTIMATOR: A professional construction estimator, not affiliated with the Prime Consultant firm, to provide and analyze independent cost estimates of the Project and individual Project Elements or parts thereof in order to determine the Probable Construction Cost at each Phase of the Basic Services requiring the submittal of a Probable Construction Cost.

1.36 PROJECT: Project Elements, components of the Project Elements, and Services set forth in this Agreement.

1.37 PROJECT BUDGET: Estimated cost for the Project, prepared by the Owner, including the estimated Construction Cost and Soft Costs. The Project Budget may, from time to time, be revised or adjusted by the Owner, in its sole discretion, to accommodate approved modifications or changes to the Project or the scope of work.

1.38 PROJECT ELEMENT: A part of the Project for which Services are to be provided by the Consultant pursuant to this Agreement or by other consultants employed by the Owner.

1.39 PROJECT MANAGER(S) (PMs): One or more individuals designated by the Director to represent the Owner during all phases of the Project.

1.40 PROJECT SCHEDULE: The timeframes/durations proposed by the Consultant and approved by the Owner for the completion of each phase of the design and construction process.

1.41 PUNCH LIST: A running list of Defects in the Work as determined by the Consultant performing Work Related Services, with input from Project Manager(s). The initial edition of the Punch List is modified in succeeding editions to reflect corrected and completed work as well as newly observed Defects, until the time of Final Acceptance.

1.42 RECORD DRAWINGS (AS-BUILT DRAWINGS): Reproducible electronic drawings showing the final completed Work as built, including any changes to the Work performed by the Contractor pursuant to the Contract Documents, and based on marked-up as-built prints, drawings and other data furnished by the Contractor and the A/E's records and observations.

1.43 REIMBURSABLE EXPENSES: Those expenses delineated in the article "Reimbursable Expenses" of this Agreement which are separately approved by the Owner that are incurred by the Consultant in the fulfillment of this Agreement and which are to be compensated to the Consultant in addition to the Basic Services Fee.

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1.44 REVIEW SET: A partial or complete set of Contract Documents, provided by the Consultant in accordance with a Service Order on which the Owner may provide written review comments and acceptance of Services. Any review will be general in nature and shall not constitute a detailed checking of the Consultant's work nor relieve the Consultant of the responsibility for the completeness and accuracy of its Services.

1.45 SCHEMATIC DESIGN: That portion of the Services comprising Phase 2A of the Basic Services which the Consultant shall perform in accordance with the terms of this Agreement when directed and authorized by Service Order.

1.46 SERVICE ORDER: A written order (consecutively numbered for reference and control purposes) initiated by the Project Manager in accordance with this Agreement, and countersigned by the Director and by the Consultant, directing the Consultant to perform or modify the performance of any portion of the Services and containing the scope, time of completion, total compensation for the services authorized, or to stop the performance of such Services. The Service Order may also include consequences for failure of the A/E to meet the scheduled completion of the services.

1.47 SERVICES: All services, work and actions by the Consultant performed pursuant to or undertaken under this Agreement.

1.48 SOFT COSTS: Costs related to a Project other than Construction Cost including Consultant Basic Services, Additional Services, Work Site Services, survey, testing, general consultant, finance, permitting fees, etc.

1.49 SUB-CONSULTANT: An independent firm, company, joint venture, corporation or individual under contract with and compensated by the Consultant to perform a portion of the Services required hereunder.

1.50 SUBSTANTIAL COMPLETION: The stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the Project for its intended use and shall occur when the Consultant issues a certificate of Substantial Completion. At this stage, all Punch List work should be able to be completed by the Contractor in less than thirty (30) calendar days. The Certificate of Substantial Completion shall not be issued prior to the Contractor obtaining a Final Certificate of Occupancy and a Final Certificate of Use from the Authority Having Jurisdiction.

1.51 USER: The department, division, bureau or other subdivision of the County, for which the project is required (Department of Cultural Affairs).

1.52 USER REVIEW: A review of all design projects by a group which represents the operational aspects of the Owner including Owner's operational staff, Specialty Consultants, and/or select user groups, to ensure that program and operational needs are being met.

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

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1.54 WORK: All labor, materials, tools, equipment, services, methods, procedures, etc., necessary or convenient for the Contractor's performance of all duties and obligations imposed by the Contract Documents, and representing the basis upon which the total consideration is paid or payable to the Contractor for the performance of such duties and obligations.

1.55 WORK ORDER: A written order, authorized by the Owner, directing the Contractor to perform work under a specific allowance account or which directs the Contractor to perform a change in the work.

1.56 WORK SEQUENCING SCHEDULE AND STAGING PLAN: Plans prepared by the Consultant showing the stage-by-stage sequence of construction, the impact on adjacent or related facilities and the Owner's operations, as well as other features, as necessary, related to the overall schedule of construction. The Consultant will be responsible for the preparation and inclusion of plans for the Contractor's and Project Manager's construction trailers. The plans will show as a minimum the location of the trailer(s), parking, access, and temporary utility connections for the trailer required during the performance of the Work.

1.57 WORK-SITE SERVICES: Those optional portions of the Services, beyond the requirements of Work Related Services, involving the providing of on-site resident services, that Consultant shall perform in accordance with the terms of this Agreement if directed and authorized by Service Order(s).

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ARTICLE 2 – INFORMATION TO BE FURNISHED BY THE OWNER

2.1 OBLIGATION OF THE OWNER: The Owner will furnish the Consultant with the following information, or may authorize the Consultant to acquire the information as a Reimbursable and/or Additional Service as applicable:

2.1.1. Surveys as applicable, soil borings or test pits, chemical, mechanical, structural, or other tests deemed necessary; requested or recommended by the Consultant.

2.2 OBLIGATION OF THE CONSULTANT: The Consultant understands that it is obligated to verify to the extent it deems necessary all information furnished by the Owner and that it is solely responsible for the accuracy and applicability of all such information used by said Consultant. Such verification shall include visual examination of existing conditions in all locations encompassed by the Project(s) where such examination can be made without using destructive measures, e.g., excavation or demolition, unless such destructive measures are first authorized by the Owner in writing.

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ARTICLE 3 - GENERAL PROVISIONS

3.1 CONSULTANT RESPONSIBILITIES:

3.1.1 The Consultant is responsible for the professional quality, technical accuracy, completeness, performance and coordination of all work required under the Agreement including the work performed by Sub-consultants, within the specified time period and specified cost. The Consultant shall perform the work utilizing the best skill, knowledge and judgment possessed and used by a proficient professional Consultant with respect to the disciplines required for the performance of the work in the State of Florida. The Consultant is responsible for, and represents that the work conforms to the Owner's requirements as set forth in the Agreement.

3.1.2 Except with the Owner's knowledge and consent, the Consultant shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Consultant's professional judgment with respect to this Project.

3.2 ERRORS AND OMISSIONS:

3.2.1 The Consultant shall be and remain liable to the Owner for all damages to the Owner caused by the Consultant's negligent acts or errors or omissions in the performance of the work. In addition to all other rights and remedies, which the Owner may have, the Consultant shall, at its expense, re-perform the services to correct any deficiencies, which result from the Consultant's failure to perform in accordance with the above standards, at no additional cost to the Owner.

3.2.2 The Owner shall notify the Consultant in writing of any deficiencies and shall approve the method and timing of the corrections. Neither the Owner's inspection, review, approval or acceptance of, nor payment for, any of the work required under the Agreement shall be construed to relieve the Consultant or any Sub-consultant of its obligations and responsibilities under the Agreement, nor constitute a waiver of any of the Owner's rights under the Agreement or of any cause of action arising out of the performance of the Agreement.

3.2.3 The Consultant and its Sub-consultants shall be and remain liable to the Owner in accordance with applicable law for all damages to the Owner caused by any failure of the Consultant or its Sub-consultants to comply with the terms and conditions of the Agreement or by the Consultant's or Sub-consultants' misconduct, unlawful acts, negligent acts, errors or omissions in the performance of the Agreement. With respect to the performance of work by Sub-consultants, the Consultant shall, in approving and accepting such work, ensure the professional quality, completeness, and coordination of Sub-consultant's work.

3.2.4 The Consultant, to the extent of its failure to perform in accordance with the standard of care set forth in this Agreement or to the standard of care of consultants providing similar services, whichever standard is higher, shall be responsible for deficient, defective services and any costs associated with the resulting deficient, defective construction services re-performed within twelve (12) months following final acceptance and shall be subject to further re-performance, repair and replacement for an additional twelve (12) months.

3.2.5 Should the Consultant disagree that all or part of such damages are the result of errors, omissions, or any combination thereof, the Consultant may appeal this determination in writing to the Department Director. The Department Director's decision on all claims,

questions and disputes shall be final, conclusive and binding upon the parties hereto unless such determination is clearly arbitrary or unreasonable. In the event that the Consultant does not agree with the decision of the Department Director, the Consultant shall present any such objections in writing to the County Mayor. The Department and the Consultant shall abide by the decision of the County Mayor. The Consultant shall continue to perform under the Agreement and follow the Director's direction during the time a dispute is being resolved. This paragraph does not constitute a waiver of any party's right to proceed in a court of competent jurisdiction, after the above administrative remedies have been exhausted.

3.3 INDEMNIFICATION AND INSURANCE:

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

3.3.2 The Consultant agrees and recognizes that the Owner shall not be held liable or responsible for any claims which may result from any actions or omissions of the Consultant in which the Owner participated either through review or concurrence of the Consultant's actions. In reviewing, approving or rejecting any submissions or acts of the Consultant, the Owner in no way assumes or shares any of the responsibility or liability of the Consultant or Sub-consultants, the registered professionals (architects and/or engineers) under this Agreement.

3.3.3 The Consultant shall not be issued any Service Order under this Agreement until the insurance required hereunder has been obtained and such insurance has been approved by the Owner. The Consultant shall maintain required insurance coverage for the full term of this Agreement or for such longer period(s) as may be specifically required herein.

3.3.4 The Consultant shall furnish to the Miami-Dade County Department of Cultural Affairs, 111 NW 1st Street, Suite 625, 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 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. **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

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single limit per occurrence for bodily injury and property damage.

D. Professional Liability Insurance in an amount 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 A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County Risk Management Division.

or

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

NOTE: **MIAMI-DADE COUNTY PROJECT NUMBER (A13-CUA-02) AND TITLE OF PROJECT (A/E Services HistoryMiami Renovation Project) MUST APPEAR ON EACH CERTIFICATE.**

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

3.4 SUCCESSORS AND ASSIGNS:

The Consultant and the Owner each binds himself/herself, his/her successors, legal representatives and assigns to the other party of the Agreement and to the successors, legal representatives, and assigns of such party in respect to all covenants of this Agreement. The Consultant shall afford the Owner the opportunity to approve or reject all proposed assignees, successors or other changes in the ownership structure and composition of the Consultant. Failure to do so constitutes a breach of this Agreement by the Consultant. Furthermore, the Consultant warrants that; 1) it has not employed any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement; and 2) that it has not paid, nor agreed to pay any person, company, corporation, joint venture, individual, or firm, other than a bona fide employee working solely for the Consultant any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the Owner has the right to annul this Agreement without liability to the Consultant for any reason whatsoever.

3.5 PROVISION OF ITEMS NECESSARY TO COMPLETE SERVICES:

In the performance of the Services prescribed herein, it shall be the responsibility of the Consultant to provide all salaries, wages, materials, equipment, Sub-consultants and other purchased services, etc., necessary to complete said Services.

3.6 SUB-CONSULTANTS:

3.6.1 All services provided by the Sub-consultants shall be consistent with those commitments made by the Consultant during the selection process and interview and shall be pursuant to appropriate agreements between the Consultant and the Sub-consultants, which shall contain provisions that preserve and protect the rights of the Owner under this Agreement. Nothing contained in this Agreement shall create any contractual relationship between the Owner and the Sub-consultants.

3.6.2 The Consultant shall not change any Sub-consultant without prior approval by the Owner in response to a written request from the Consultant stating the reasons for any proposed substitution. Any approval of a Sub-consultant by the Owner shall not in any way shift the responsibility for the quality and acceptability by the Owner of the services performed by the Sub-consultant from the Consultant to the Owner. The Consultant shall cause the names of Sub-consultants responsible for significant portions of the Services to be inserted on the Plans and Specifications, subject to the approval of the Owner.

3.6.3 The Consultant may employ Sub-consultants to assist the Consultant in performing specialized Services. Payment of such Sub-consultants employed at the option of the Consultant shall be the responsibility of the Consultant and shall not be cause for any increase in compensation to the Consultant for the performance of the Basic Services. The quality of services and acceptability to the Owner of the services performed by such Sub-consultants shall be the sole responsibility of Consultant.

3.7 TERM OF AGREEMENT:

3.7.1 The term of this Agreement shall be for **1095 days (3) years** and shall begin upon execution by the parties and shall be in effect until all Services are completed or until those Services Orders in force at the end of the stated period of time have been completed and the Services accepted, whichever may be later. The County Mayor or County Mayor's designee has the authority to extend this Agreement for two (2) additional 1-year periods, if necessary to complete the scope of the services. Nothing in this Article shall prevent the Owner from exercising its rights to terminate the Agreement as provided elsewhere herein.

3.7.2 Time for Performance: The Consultant agrees to provide the Owner, within [7] days of the Consultant's receipt of an Authorization to Proceed, as part of Basic Services, a detailed schedule, provided in Excel, Microsoft Project, or Primavera formats, acceptable to the Owner, showing the time allocated for each Phase of the Services for each of the Project Elements or as specified in each Service Order. The schedule for performance of the services shall be mutually agreed between the A/E and the Owner prior to commencement of the services. The Consultant is firmly obligated to complete the services in accordance with the approved schedule, and shall furnish sufficient personnel, equipment, and facilities and shall work such hours as necessary to assure such completion. A reasonable extension of time for completion of various Phases will be granted by the Owner should there be a delay on the part of the Owner in fulfilling its part of the Agreement stated herein. Such extension of time shall not be cause for any claim by the Consultant for extra compensation.

3.7.3 If an Event of Deficiency occurs, and should there be no resolution to said deficiencies by the Consultant through the established meetings and agendas, the Owner shall notify the Consultant through a formal "Notice of Deficiency", specifying the basis for such deficiency, and advising the Consultant that such deficiency must be cured immediately or the project assignment may be terminated. The Consultant can cure and rectify the deficiency, to the Owner's reasonable satisfaction as confirmed through Owner's written approval, within thirty (30) days of actual notice of the Notice of Deficiency (the "Cure Period"). Failure to respond or comply with the plan for correction of deficiencies by the Consultant within the allotted time shall result in a formal Notice to Cure. This formal Notice To Cure is the Owner's last step and the Consultant's last opportunity to cure any defects or failures in the Consultant's performance prior to the Owner's formal Termination For Default Notice.

3.7.4 Delays in Performance: If the Consultant is delayed in performing any obligation under this Agreement due to a force majeure or inevitable accident or occurrence, beyond the Consultant's control, the Consultant shall request a time extension from the Department Director within five (5) working days of said force majeure or inevitable accident or occurrence. Any time extension shall be subject to mutual agreement and shall not be cause for any claim by the Consultant for extra compensation unless additional services are required. Force majeure shall mean an act of God, epidemic, fire, explosion, hurricane, flood or similar occurrence, 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, etc.

3.7.5 The Owner reserves the right to recover from the Consultant any costs incurred as a result of any delays attributed to the Consultant's performance, such as but not limited to, the Consultant's failure to complete deliverables timely, failure to provide timely responses to requests for information, review of submittals, shop drawings, etc. Compensation to the Owner shall be calculated as the total cost of any damages or costs incurred by the Owner resulting out of the delay.

3.7.6 Emergency Response: The Director or his/her authorized designee, shall issue written authorization to proceed to the Consultant for each section of the work to be performed at assigned sites. In case of emergency, as determined by the Owner, the Director reserves the right to issue verbal authorization to the Consultant with the understanding that a cost proposal shall be submitted by the Consultant immediately thereafter. The Consultant shall be given notice (which may be amended from time to time as applicable) regarding persons who are the authorized designees of the Director for the purposes of this Agreement.

3.8 TERMINATION OF AGREEMENT:

3.8.1 This Agreement may be terminated upon prior written notice by either party as described herein. The Owner may terminate this Agreement or any Service Order for cause or for convenience. The Consultant may terminate this Agreement for cause in the event that the Owner willfully violates any provisions of the Agreement. The Consultant shall have no right to terminate this Agreement for convenience of the Consultant, without cause.

3.8.2 Owner's Termination for Cause: The Owner may at its sole election either issue a Notice of Deficiency or terminate this Agreement or any Service Order upon seven (7) days written notice for cause in the event that the Consultant violates any provisions of this Agreement, or performs same in bad faith, or unreasonably delays the performance of the Services. Such written notice to the Consultant shall spell out the cause and provide reasonable time in the notification to remedy the cause. Unless a satisfactory effort, acceptable to the Owner, has been made by the Consultant to correct the cause within seven (7) days of such written notice, the Owner may declare the Contract breached and send a written notice of termination to the A/E.

3.8.3 In the event the Owner terminates this Agreement for cause, the Owner will take over any and all documents resulting from Services rendered up to the termination and may complete them, by contracting with other architect(s), engineer(s) or otherwise, and in such event, the Consultant shall be liable to the Owner for any additional cost incurred by the Owner due to such termination. "Additional Cost" is defined as the difference between the

actual cost of completion of such incomplete Services and the cost of completion of such Services which would have resulted from payments to the Consultant hereunder had the Agreement not been terminated. Upon receipt of written Notice of Termination, the Consultant shall, when directed by the Owner, promptly assemble and submit as provided herein or as required in any Service Order issued hereunder, all documents including drawings, calculations, specifications, reports, correspondence, and all other relevant materials affected by such termination. No payments shall be made: 1) for Services not satisfactorily performed; and 2) for the cost of assembly and submittal of documents for services performed satisfactorily or unsatisfactorily. In any event, no payments will be made by the Owner to the Consultant until all materials have been turned over by the Consultant to the Owner and to the satisfaction of the Owner. In the event termination for cause is determined to have been inappropriate, the termination shall automatically convert to termination for convenience.

3.8.4 Owner's Termination for Convenience: The Owner, in addition to the rights and options to terminate for cause, or any other provisions set forth in this Agreement, retains the right to terminate this Agreement or any Service Order upon thirty (30) days written notice at its sole option at any time for convenience, without cause, when in its sole discretion it deems such termination is in the best interest of the Owner.

3.8.5 Consultant's Termination for Cause: The Consultant may terminate this Agreement upon thirty (30) days written notice for cause in the event that the Owner violates any provisions of this Agreement. Such written notice to the Owner shall spell out the cause and provide reasonable time in the notification to remedy the cause. In the event the Consultant exercises its right to terminate this Agreement for cause, payment for Services satisfactorily performed prior to the date of termination shall be made in accordance with the article "Compensation for Services."

3.8.6 Implementation of Termination: In the event of termination either for cause or for convenience, the Consultant, upon receipt of the Notice of Termination, shall:

1. Stop the performance of Services under this Agreement on the date and to the extent specified in the Notice of Termination;
2. Place no further orders or subcontracts except as may be necessary for completion of any portion(s) of the Services not terminated, and as authorized by Service Order(s);
3. Terminate all orders and subcontracts to the extent that they relate to the performance of the Services terminated by the Notice of Termination;
4. Transfer title to the Owner (to the extent that title had not already been transferred) and deliver in the manner, at the times, and to the extent directed by the Owner, all property purchased under this Agreement and reimbursed as a direct item of cost and not required for completion of the Services not terminated;
5. Promptly assemble and submit as provided herein all documents for the Services performed, including plans, calculations, specifications, reports, and correspondence, and all other relevant materials affected by the termination; and
6. Complete performance of any Services not terminated by the Notice of Termination.

3.8.7 Compensation for Terminated Work: Compensation for terminated work will be made based on the applicable provisions of the Article 7 - Compensation for Services.

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3.9 INTENT OF AGREEMENT:

3.9.1 The intent of the Agreement is for the Consultant to provide design services, and to include all necessary items for the proper completion of such services, for fully functional facilities which, when constructed in accordance with the design, will be able to be used by the Owner for their intended purposes. The Consultant shall perform, as Basic Services, such incidental work, which may not be specifically referenced, as necessary to complete the Project.

3.9.2 This Agreement is for the benefit of the parties only and it does not grant rights to a third party beneficiary, to any person, nor does it authorize anyone not a party to the Agreement to maintain a suit for personal injuries, professional liability or property damage pursuant to the terms or provisions of the Agreement.

3.9.3 No acceptance, order, payment, or certificate of or by the Owner, or its employees or agents shall either stop the Owner from asserting any rights or operate as a waiver of any provisions hereof or of any power or right herein reserved to the Owner or of any rights to damages herein provided.

3.10 ANNULMENT:

The Consultant warrants that:
1) it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement; and
2) that it has not paid, nor agreed to pay any person, company, corporation, joint venture, individual, or firm, other than a bona fide employee working solely for the Consultant any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the Owner has the right to annul this Agreement without liability to the Consultant for any reason whatsoever.

3.11 SANCTIONS FOR VIOLATIONS OF CHAPTER 11, MIAMI-DADE COUNTY CODE:

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 Owner 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.

3.12 ACCOUNTING RECORDS OF CONSULTANT:

The Owner reserves the right to audit the accounts and records of the Consultant including, but not limited to, payroll records and Federal Tax return, supporting all payments for Services hereunder on the basis of Multiple of Direct Salaries and Reimbursement of Actual Expenses incurred. Such audit may take place at any mutually convenient time during the performance of this Agreement and for three (3) years after final payment under this Agreement. The Consultant shall maintain, as part of its regular accounting system, records of a nature and in a sufficient degree or detail to enable such audit to determine the personnel hours and personnel costs and other expenses associated with each Project and/or task authorized for performance by Service Order(s). In accordance with Florida Statute 287.055, (5)(a), the Consultant hereby certifies and warrants that wage rates and other factual unit costs, as submitted in support of the compensation provided are accurate, complete and current as of the date of this Agreement. It is further agreed that said

compensation shall be adjusted to exclude any significant costs where the Owner shall determine that the contract price of services was increased due to inaccurate, incomplete or unclear wage rates or other factual unit costs. All such contract compensation adjustments shall be made within one (1) year from the date of final billing or acceptance of the work by the Owner, or one (1) following the end of the contract, whichever is later.

3.13 INSPECTOR GENERAL (IG) AND INDEPENDENT PRIVATE SECTOR INSPECTOR GENERAL (IPSIG):

3.13.1 Inspector General: According to Section 2-1076 of the Code of Miami-Dade County, Miami-Dade County has established the Office of the Inspector General (IG) which may, on a random basis, perform audits, inspections, and reviews of all County/Trust contracts. This random audit is separate and distinct from any other audit by the County. To pay for the functions of the Office of the Inspector General, **any and all payments to be made to the Contractor under this contract will be assessed one quarter (1/4) of one (1) percent of the total amount of the payment, to be deducted from each progress payment as the same becomes due** unless, as stated in the Special Conditions, this Contract is federally or state funded where federal or state law or regulations preclude such a charge. The Consultant shall in stating its agreed process, be mindful of this assessment which will not be separately identified, calculated or adjusted in the proposal or bid form. The audit cost shall also be included in all change orders and all contract renewals and extensions.

3.13.2 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 (Contractor/ Vendor/ Consultant), its officers, agents and employees, lobbyists, County and Public Health Trust staff and elected officials to ensure compliance with contract specifications and to detect fraud and corruption.

3.13.3 Upon ten (10) days written notice to the Contractor 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 (Contractor/Vendor/Consultant's) possession, custody or control which in the Inspector General's sole judgment, pertain to performance of the contract, including, but not limited to original estimate files, change order estimate files, worksheets, proposals and agreements from and with successful subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, (bid/proposal) and contract documents, back-charge 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. Any reasonable and necessary copies required by the IG shall be made at the IG's expense.

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

3.13.5 The provisions in this section shall apply to the (Contractor/Vendor/Consultant), its officers, agents, employees, subcontractors and suppliers. The (Contractor/Vendor/Consultant) shall incorporate the provisions in this section in all subcontracts and all other agreements executed by the (Contractor/Vendor/Consultant) in connection with the performance of this contract.

3.13.6 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 Owner by the (Contractor/Vendor/Consultant) or third parties.

3.13.7 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. 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.

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

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

3.13.10 Upon (10) ten days written notice to Contractor from an IPSIG, the Contractor shall make all requested records and documents available to the IPSIG for inspection and copying. The

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IPSIG shall have the right to examine all documents and records in the Contractor's possession, custody or control which in the IPSIG's sole judgment pertain to performance of the Contract, including but not limited to original estimate files, bid and change order estimates, worksheets, proposals and agreements from and with successful and unsuccessful subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, bid and contract documents, back-charge document, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records, and supporting documentation for the aforesaid documents and records.

3.14 OWNERSHIP OF DOCUMENTS AND COPYRIGHTS:

3.14.1 All notes, correspondence, documents, designs, drawings, renderings, calculations, specifications, models, photographs, reports, surveys, investigations, and any other documents and copyrights thereto for Services performed or produced in the performance of this Agreement, whether in paper or other hard copy medium or in electronic medium, except with respect to copyrighted standard details and designs owned by the Consultant or owned by a third party and licensed to the Consultant for use and reproduction, shall become the property of the Owner.

3.14.2 Consultant warrants that the tangible objects it delivers to Owner pursuant to this Agreement are original work of Consultant, and that Consultant owns the copyright and all other reproduction, trademark, trade dress, or other intellectual property rights to the work. Consultant will, to the fullest extent of the law, hold harmless, indemnify and defend Owner and its, officers, employees and agents from and against all claims, damages, losses and expenses, including but not limited to attorney's fees and costs through and including final disposition, arising out of or resulting from claims of copyright infringement or violation of trademark or trade dress arising out of Owner's use of the Consultant's tangible work as authorized pursuant to Agreement.

3.14.3 The Consultant shall not disclose, release, or make available any document to any third party without prior written approval from the Owner. Nothing contained herein shall be deemed to exclude any document from Chapter 119 of the Florida Statutes.

3.14.4 The Consultant is permitted to reproduce copyrighted material described above subject to written approval from the Owner.

3.14.5 At the Owner's option, the Consultant may be authorized by Service Order to adapt copyrighted material for additional or other work for the Owner; however, payment to the Consultant for such adaptations will be limited to a negotiated amount between the Owner and the Consultant.

3.14.6 The Owner shall have the right to modify the Project or any components thereof without permission from the Consultant or without any additional compensation to the Consultant. The Consultant shall be released from any liability resulting from such modification.

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

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3.14.8 Consultant specifically grants to Owner and to Owner's Consultants the right to photograph or otherwise reproduce images of the Project, or of any representations of the Project which Consultant may produce pursuant to this Agreement.

3.15 CORRECTIONS TO CONSTRUCTION CONTRACT DOCUMENTS:

The Consultant shall prepare, without added compensation, all necessary supplemental documents to correct errors, omissions, and/or ambiguities which may exist in the Construction Contract Document prepared by the Consultant including the documents prepared by its Sub-consultants. Compliance with this Article shall not be construed to relieve the Consultant from any liability resulting from any such errors, omissions, and/or ambiguities in the Contract Documents and other documents or Services related thereto.

3.16 LAWS AND REGULATIONS:

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

3.16.2 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.

3.16.3 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.

3.16.4 The Consultant 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 Consultant 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.

3.16.5 The Consultant and its Sub-consultant(s) agree in writing that the project documents are to be kept and maintained in a climate-controlled, secure location. Each of the project documents are to be numbered and the whereabouts of the documents shall be tracked at all times.

3.16.6 By executing this Agreement through a duly authorized representative, the Consultant certifies that the Consultant is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, as those terms are used and defined in sections 287.135 and 215.473 of the Florida Statutes. The County shall have the right to terminate this Agreement for default if the Consultant is found to have submitted a false certification or to have been, or is subsequently during the term of the Agreement, placed on the Scrutinized Companies for

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Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

3.17 OWNER REPRESENTATIVE:

The Owner will assign one or more Project Manager(s) to the Project to coordinate all Owner responsibilities under this Agreement. All instructions from the Owner to the Consultant shall be issued by or through the Project Manager. The Consultant shall promptly inform the Project Manager in writing of any instructions received from others and of any other circumstances which arise that might affect the performance of the Services or of the Work.

3.18 ENTIRETY OF AGREEMENT:

This Agreement represents the entire and integrated Agreement between the Owner and the Consultant and supersedes all prior negotiations, representations or agreements between the parties hereto, either written or oral, pertaining to the Project(s). This Agreement shall not be amended except by written Amendment.

3.19 WARRANTY:

The Consultant warrants that the Services furnished to the Owner under this Agreement shall conform to a higher quality than expected of and usually provided by the profession in the state of Florida applicable to the design and construction of public and commercial facilities.

3.20 NON-EXCLUSIVITY:

Notwithstanding any provision of this Non-Exclusive Agreement, the Owner is not precluded from retaining or utilizing any other Architect, Engineer, Design Professional or other Consultant to perform any incidental Basic Services, Additional Services or other Professional Services within the contract limits defined in the agreement. The Consultant shall have no claim against the Owner as a result of the Owner electing to retain or utilize such other Consultant, Design Professional or other Consultant to perform any such incidental Services. Furthermore, the Consultant shall coordinate with any other entity retained by the Owner to perform any incidental Services.

3.21 CONTINUED ENGAGEMENT OF CRITICAL PERSONNEL:

In accordance with County Resolution No. 744-00, the Consultant shall identify in Appendix 2, attached hereto and made a part hereof, the specific technical or professional personnel to perform the necessary services under this Agreement. Such personnel shall not be replaced except when Owner determines, in its discretion, that the proposed replacement personnel have equal or greater qualifications or capabilities to perform the necessary services.

3.22 CONSULTANT PERFORMANCE EVALUATION:

In accordance with Implementing Order 3-39, the Consultant is advised that performance evaluation(s) of the services rendered throughout this Agreement will be completed by the County and kept in Miami-Dade County files as reference data for the purpose of evaluating performance in future selections for professional services.

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3.23 ETHICS LANGUAGE:

Pursuant to Sec. 2-11.1(w) of the Code of Miami-Dade County, the Ethics Commission has jurisdiction over contractors and vendors. The Consultant must provide the Ethics Commission with a written report regarding its compliance with any restrictions contained in the advisory opinion issued by the Ethics Commission to the Consultant, Sub-consultants and/or any team members within ninety days of the issuance of each work order. The reports must be submitted to Robert Myers, Executive Director, Commission on Ethics and Public Trust, 19 West Flagler Street, Suite 207, Miami, FL 33130.

3.24 UTILIZATION REPORT (UR):

Pursuant to Administrative Order (A.O.) 3-32 Community Business Enterprise (CBE-A&E) Program, A.O. 3-22 Community Small Business Enterprise (CSBE) Program and/or O.O. 3-39, the Consultant is required to file utilization reports with the Miami-Dade County contracting department monthly, unless designated otherwise. The UR is required to accompany every invoice, following the end of the month the report covers. The UR should indicate the amount of contract monies received and paid as a Consultant, including payments to Sub-consultant(s) (if applicable), from the Owner pursuant to the project. Authorized representatives of each listed Sub-consultant(s) shall sign the report, verifying their participation in the work contracted and receipt of the monies listed. The monthly reports are to be submitted to the Small Business Development unit of the Miami-Dade County Regulatory and Economic Resources Department.

3.25 FINANCIAL DISCLOSURE:

The Consultant 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, 2700 NW 87th Avenue, Miami, Florida 33172 and every year thereafter by noon July 1st.

A. A source of income statement
B. A current certified financial statement
C. A copy of the Consultant's current Federal Income Tax Return

3.26 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.

3.27 DISPUTE RESOLUTION:

3.27.1 In an effort to resolve any conflicts between the parties that arise during the design or construction or following the completion of the project, the Owner and the Consultant agree that all disputes between them arising out of or relating to this Agreement shall be submitted to arbitration unless the parties mutually agree otherwise.

3.27.2 Should the Consultant and Owner fail to agree to submit to arbitration, the parties shall settle the dispute in a court of competent jurisdiction in Miami-Dade County, Florida.

3.27.3 The Owner and the Consultant wish to minimize disputes and disagreements regarding compensation due to the Consultant under this Agreement. Therefore, without affecting the method of resolving any other claims, disputes or other matters in questions between the parties, the Owner and the Consultant agree that as a condition precedent to any judicial action all disputes relating to the timing or amount of payments to the Consultant on account of Basic Services, Additional Services, or Reimbursable Expenses shall be handled as follows:

a. If the Owner contests any invoice rendered by the Consultant, the Owner shall pay the uncontested portion, if any, within the time period set forth in this Agreement, which payment shall be accompanied by a written statement setting forth with reasonable specificity the Owners grounds for withholding payment of the balance of the invoice. If the Owner contests the entire amount of the invoice, such written statement shall be sent to the Consultant within the period within which such payment would otherwise have been due.

b. Within thirty days after delivery of any such written statement, project management or financial management personnel of the Owner and Consultant shall attempt to resolve all disputed issues identified in the statement. If they cannot do so within such period, then senior principals, partners or officers of the Owner and Consultant shall establish personal contact through meetings or by telephone, and shall use good faith efforts to resolve such disputed issue.

c. Any disputes relating to contesting invoices that have not been resolved by the above procedures within 90 days of after the date of invoice may be finally decided by an action filed in a court of competent jurisdiction in Miami-Dade County, Florida.

ARTICLE 4 - BASIC SERVICES

4.1 START OF WORK:
No Services under this Agreement shall be performed by the Consultant prior to the receipt of an appropriate Service Order. Each Service Order shall specify whether the Services detailed therein are part of Basic Services, Additional Services, or Reimbursable Services.

4.2.1 BASIC SERVICES SCHEDULE AND SUMMARY:

4.2.2 The Consultant agrees to furnish or cause to be furnished, to the extent authorized by Service Order, all architectural, engineering, and specialty consultant services designated as Basic Services in the Phases delineated and described herein unless modified by the Service Order, for the design, construction work related services, and satisfactory completion of the Project. The Consultant shall be responsible for correction of any errors, omissions and/or ambiguities, as determined by the Owner's Project Manager, resulting from the Services.

4.2.3 Upon receipt by the Consultant of a Service Order to proceed with Phase 1 Services, the Consultant shall prepare and submit to the Owner, for its review and approval, a Project Development Schedule showing the proposed completion of each Phase of the Project through design, bidding, construction and proposed date of completion. The schedule shall be provided in Excel, Microsoft Project, or Primavera formats and shall include, among

other things, proposed durations, from authorization to proceed, for each of the following phases:

Phase 1	Program Verification and Feasibility Study,
Phase 2A	Schematic Design Documents
Phase 2B	Design Development
Phase 3A	50% Complete Contract Documents
Phase 3B	90% Complete Contract Documents
Phase 3C	100% Complete Contract Documents
Phase 3D	Bid Documents
Phase 4	Bidding and Award
Phase 5	Construction Administration Services

However, preparation of the Project Development Schedule shall not guarantee that the County will proceed with any Phases beyond Phase 1 with Consultant or otherwise, and shall not be deemed to be a Service Order to proceed with any Phase beyond Phase 1.

4.2.4 The Consultant shall update the Project Schedule as required and propose and/or update a schedule of meetings for the upcoming phase indicating participation needed by the Consultant, Owner, Users, and/or any other persons or parties, subject to the written approval of the Owner. The Consultant is firmly obligated to complete the Services in accordance with the approved Project Development Schedule, and shall furnish sufficient personnel, equipment, and facilities and shall work such hours as necessary to assure such completion at no additional cost to the Owner.

4.2.5 At the County's sole and absolute discretion, the County will decide whether or not to proceed with additional Phases beyond Phase 1 after the Consultant's completion of the Phase 1 Service Order. To the extent that the County elects not to have the Consultant complete Phases 2-5 as part of this Agreement, then the County may seek to have another A/E Professional complete Phases 2-5 of the Project. The Consultant selected to perform Phase 1 of the Project will be ineligible to submit qualifications or proposals on any subsequent solicitation for Phases 2-5 of the Project and Consultant agrees that it shall not submit its qualifications or proposal(s) on any solicitation(s) issued by the County for Phases 2-5 of the Project.

4.2.6 The Consultant shall furnish or cause to be furnished all professional design services normally required for a project of this type along with all other Services prescribed in Article 8 -Special Provisions of this Agreement. Services shall include, but not be limited to:

a. Architectural, engineering, site planning, interior and exterior building design, theatrical systems and equipment, acoustical and sound/communication systems and equipment, structural, mechanical, electrical, plumbing, fire protection, site drainage, landscaping, roofing and envelope consultants, parking consultants, ADA compliance, signage and way finding, telecommunication systems, security, LEED goals, certification and commissioning;
b. Estimates of Probable Construction Cost for recommendations at the end each design and construction document phase;
c. The coordination and integration of all Art-in-Public Places project(s) and the coordination of such design with the appropriate artist(s) and agencies;
d. The design of facilities that have common boundaries, surfaces, spaces, or that otherwise interface with other facilities or operations being designed, constructed or

operated by others not a part of this Agreement and shall also include the coordination of such design; and

e. The design of interim/temporary facilities to accommodate operations, pedestrian and/or vehicular traffic, tenants or concessionaires, as needed during construction.

4.2.7 It shall be the responsibility of the Consultant to follow and be responsive to the technical and schedule guidance and all other oversight furnished by the Project Manager.

4.2.8 Throughout all Phases of the Basic Services, the Consultant shall coordinate its Services with other Owner-provided consultants, if applicable.

4.2.9 For Phases 1 through 3D of the Basic Services, the Consultant shall submit to the Owner the deliverables listed under this agreement and/or as specified within the Service Order in the format approved by the Owner. In addition, the Consultant shall submit with each set of deliverables a complete listing of the items required to be delivered for that Phase, by discipline, and indicate which of those items are actually being submitted. The Owner reserves the right to reject all or part of any submittals that are not complete in their content as required herein. The Consultant shall be totally responsible for any additional costs resulting from such rejections and shall not be compensated in any manner by the Owner therefore.

4.2.10 For Phases 1 through 3D of the Basic Services, the Consultant shall submit estimates of Probable Construction Cost, as described in Article 1 Definitions. The estimates are to be prepared by an independent Professional Construction Estimator in CSI Master Format and shall include a summary of the estimated cost of the major components of the project including, but not limited to, fixed equipment, moveable equipment, utility service extensions, etc. Compensation to the Professional Construction Estimator shall be the sole responsibility of the Consultant and shall be considered part of the Consultant's compensation for Basic Services. As part of its Probable Construction Cost, the Consultant shall assist the Owner in identifying Project Elements that are eligible for Federal/State grant-in-aid participation. The Consultant shall develop schedules reflecting same and assist in reviewing applications prepared by Owner and the Project Manager.

4.2.11 Throughout all phases of the Basic Services, all drawings shall be produced by computer and the electronic submittal required under this contract shall consist of the digital plot files and digital working files in the latest version of AUTOCAD format, or other version acceptable to Owner, with files maintained on compact disks or other portable media. The A/E must submit all original working drawings in an electronic vector format with an AUTOCAD drawing extension ".dwg." Within the drawing, all external reference files must be bound into one file that represents each of the drawings (hardcopy/prints) in the construction document set. With each submittal, all supporting electronic files, such as images, fonts and line-types, shall be included with the drawings.

4.2.12 Owner retains all rights to further use of all electronic drawings as well as blocks, line-types, layering convention and any other information contained in the electronic drawings that are needed to reproduce the drawings in the construction document set. If another software package is used to produce the drawings, the A/E is responsible for the conversion to an AUTOCAD format as stated above and must fix any anomalies in the electronic drawing before submitting the electronic drawings.

4.2.13 The Consultant shall submit hard and electronic format (as specified herein or otherwise approved by Owner) copies of all documents required under each Phase for review, comments and approval by the Owner and the Owner's consultants, if applicable. The number of copies and the distribution of those copies shall be specified in the Service Order for each Phase.

4.2.14 Throughout the length of the Project, the Consultant shall provide input and assistance to the Project Manager for the preparation of capital project fact sheets and, through the Project Manager, shall schedule reviews of all plans and programs with the user representatives of the Owner, key stakeholders, and community members.

4.2.15 Recognizing that the operation and/or construction of other projects within the site may affect scheduling of the construction for each Project Element or components thereof, the Consultant shall diligently coordinate the performance of the Services with the Owner and its designees in order to provide for the safe, expeditious, economical and efficient completion of the Project, without negatively impacting concurrent work and/or the operation of the facility/site.

4.2.16 County Administrative Order 3-26 (AO) establishes the threshold and guidelines for performing Value Analysis/Engineering (VA/E) studies on Miami-Dade County construction contracts. The AO states that a formal VA/E study is mandated for those projects whose construction cost is estimated to be Five Million Dollars ($5,000,000) or more. At the end of Basic Services Phase 2B, VA/E reviews will be conducted by an independent Consultant. The A.O. further states that the Consultant shall assist as needed in the VA/E process.

4.2.17 The Consultant shall meet once per month or as required by the Department, with the Project Manager to review the Consultant-prepared project schedule, which will establish the basis of payment and the actions necessary to correct schedule deficiencies. The Consultant may request modifications to the project schedule by submitting a written request to modify with supporting justification. It shall be at the Owner's sole discretion whether to grant such a modification.

4.2.18 The Consultant must have a design quality management program related to the preparation of the construction contract documents and, construction administration services. This quality management program shall be submitted to the Owner for review and approval and must be implemented throughout the entire design and construction process.

4.2.19 The Consultant's Probable Construction Cost (including construction contingency allowance), broken down by specification sections, shall include any adjustments necessary for phasing, projected award dates, changes in requirements, general market conditions, etc. Service Orders to proceed with Phases 3A, 3B and 3C may not be issued if the Probable Construction Cost, as submitted by the Consultant at Phases 2B, 3A and 3B, respectively, exceeds the total Owner allocated funds for the construction of the Project. No further progress payment shall be made should the Probable Construction Cost in any phase exceed the Budget, until an alternate design is provided at no additional compensation, to bring the cost within the Project Budget limitations. If the Probable Construction Cost exceeds the total Owner allocated funds for construction, the A/E shall review the design, materials, equipment, component systems, and types of construction and shall recommend changes in such items and/or reasonable adjustment in the scope of the Project that will result in maintaining estimated construction costs of the project within the allocated funds. All such

changes shall be made at no additional cost to the Owner, and shall be subject to the written approval of the Owner.

4.3 PHASE 1–PROGRAM VERIFICATION AND FEASIBILITY STUDY:

4.3.1 Based upon guidelines furnished to the Consultant by the Owner, a Service Order may be issued to the Consultant to verify the accuracy and adequacy of all available information for the Project and conceptual plans with cost estimates to merge the two museum spaces into an expanded and renovated facility for HistoryMiami and providing three detailed scenarios for improvements to the Cultural Center Plaza that unifies the renovated museum and the main branch of the Miami-Dade County Library. Such verification shall include, but not be limited to, the following areas:

a. Examine the existing program, including but not limited to the information contained in Appendix 1 to this agreement and confirm user requirements via meetings with the user Department, staff, selected patrons and key stakeholders, etc.;
b. Determine completeness of the program;
c. Thoroughly examine and document all existing conditions;
d. Verify the physical/spatial characteristics of the Project; and
e. Determine requirements for additional studies.

The three detailed scenarios to be developed by the Consultant are the following:

a. An addition connecting the two existing museum facilities and required improvements, if any, to the Plaza necessary to complete the museum renovation proposal;
b. Connection and required renovation of the two existing museum facilities and renovations and/or repairs to the Plaza to enhance, among other things, accessibility from the ground level to the raised Plaza level; and
c. Connection and required renovation of the two existing museum facilities and the elimination (demolition) of part of the entire raised plaza, design of new plaza at ground level, and relocation of the services and tenants currently housed below the Plaza.

4.3.2 Record Drawings: The Consultant shall examine and verify all as-built conditions as to their completeness and accuracy as depicted on the Record Drawings furnished by the Owner. Where no Record Drawings exist or are incomplete, the Consultant shall prepare drawings of the existing conditions as part of the Basic Services.

4.3.3 Project Budget and Phasing: The Consultant shall examine in detail, the currently allocated funds furnished by the Owner. Where the allocated funds are insufficient to address all the programmatic needs of the facility, the Consultant shall recommend, for Owner review and approval, a phased prioritized plan for achieving the complete Project that takes into account currently allocated funds to meet recommended, prioritized Project Elements of the facility and other funds required to complete all of the remaining Project Elements. Any Project Elements that are estimated to be beyond the Owner's allocated funds shall be refined through the Design Development Phase as part of the Basic Services and the Consultant shall provide corresponding detailed cost estimates to establish an accurate benchmark for the funding needed to complete the Project.

4.3.4 Utilities Investigation: The Consultant shall evaluate the utilities information provided by the Owner and determine the adequacy of existing utilities to accommodate the design

and/or additional utility loads imposed by the Project Element(s), and incorporate such information into the design.

4.3.5 Surveys: The Consultant shall verify the survey information provided by the Owner, and incorporate such information into the design. As part of Basic Services, the Consultant shall be responsible for obtaining any additional survey information that is required for the completion of the project and was not provided by the Owner.

4.3.6 Discrepancies Between Existing Conditions and Depicted Conditions: Any discrepancies between the actual, existing conditions and conditions depicted on drawings or other information provided by the Owner shall be noted by the Consultant. The actual, existing conditions shall be verified by the Consultant and then be incorporated into the Contract Documents.

4.3.7 Deficiencies of Information: The Consultant shall inform the Owner in writing of any deficiencies, other than discrepancies from actual, existing conditions found during verification, in the as-built conditions, utility information, survey information and/or soils investigation which are deemed necessary to provide a satisfactory basis on which to perform the Basic Services. At its option, the Owner may direct a geotechnical engineering company, an independent engineering testing laboratory, a survey company, or other firm(s) under contract with the Owner to provide the necessary services for the Consultant. The Consultant shall be responsible for verification of the validity, interpretation, coordination, application and use of all supplemental information, signed and sealed, provided by any such independent entity.

4.3.8 As a part of this Phase, the Consultant shall prepare and submit the Phase 1A deliverables including, but not limited to, the following listed items.

4.3.9 Site Plan: A site plan(s) of the facility showing all existing buildings, the proposed Project Elements to be improved, demolished, and/or added, any interfacing necessary with adjacent projects/properties, and all site features. Site plans shall at a minimum, include circulation patterns, a zoning analysis and identification of any special site or environmental requirements affecting the site.

4.3.10 Concept Studies: The concept design studies shall consist of any plans, elevations, sections, perspectives, models, etc., as required to show the scale and relationship of the design concept to surrounding facilities and other Project Elements plus a narrative report setting forth in appropriate detail the criteria to be used in preparing the Probable Construction Cost for the facility. These concept design studies are preliminary in nature and scope, and may include several options. They shall be further defined and amplifying details shall be developed by the Consultant during subsequent phases of the Basic Services.

4.3.11 The Consultant shall consider environmentally responsible design alternatives, such as material choices and building systems, together with other considerations based on program and aesthetics, in developing a design that is consistent with the County's Sustainable Building Program, schedule and budget.

4.3.12 Probable Construction Cost: The Consultant shall submit an order of magnitude Probable Construction Cost for each of the conceptual design studies presented.

4.3.13 The Consultant shall not proceed with the following Phase 2A – Schematic Design Development until appropriate written approvals and comments on the deliverables for Phase 1 and a Service Order for the Phase 2A Basic Services are received from the Owner. All comments shall be addressed, in writing, and reflected in the Phase 1A documents.

4.4 PHASES 2A – SCHEMATIC DESIGN DOCUMENTS:

4.4.1 Upon the written confirmation of the Consultant that all elements of the Project have been identified and upon the Owner's confirmation that Phase 1 has been completed, including addressing all Owner's comments, the Owner may, in its sole and absolute discretion, issue one or more Service Orders for Phases 2-5 of the Project for the Scenario selected by the County, including a Service Order to prepare the Schematic Design Documents.

4.4.2 The Consultant shall review the verified Program with the Owner's representatives, lessees (if applicable), and all agencies and other governmental authorities having permitting or other approval authority with respect to the Project. Project Elements or components, as well as suggestions of such agencies or lessees (if applicable) regarding required procedures, are to be followed. Necessary inclusions shall be made when preparing the Design Development and the Contract Documents. Upon completion of the agency(ies) reviews, the Consultant shall detail in writing the recommendation of the agency(ies) to the Owner and shall modify the suggested plan as appropriate and resubmit it to the Owner for review, further modifications, and for approval and agreement by the Owner. As a part of this Phase, the Consultant shall prepare and submit the Phase 2A deliverables including but not limited to the following listed items.

4.4.3 Site Plan: A site plan(s) of the Project, at a scale to be specified by the Owner showing the Project Elements, existing facilities, and proposed projects pertinent to or interfacing with other projects and with the remainder of the Basic Services under this Agreement. Site plans shall, at a minimum, include circulation patterns, a zoning analysis and identification of any special site or environmental requirements affecting the site.

4.4.4 Soils Investigations: The Consultant shall prepare a soils investigation plan for use in determining soil characteristics required for proper design of the Project Elements included herein. The plan shall show the number, spacing and depth of borings required and shall specify such other tests and investigations as may be necessary to provide information prerequisite to its design. The Consultant shall specify, locate and coordinate the specific borings and tests to be performed by others and shall interpret the results for application to the Project.

4.4.5 Schematic Design Studies: The Schematic Design studies shall consist of all plans, elevations, sections, perspectives, models, etc., as required to show the scale and relationship of the design concept to surrounding facilities and other Project Elements plus a narrative report setting forth in appropriate detail the criteria to be used in preparing the Contract Documents for the Project Elements and identifying all major equipment and systems required, including alternative items as appropriate, and Work Sequencing Schedules. These Schematic Design studies are preliminary in nature and scope. They shall be further defined and amplifying details shall be developed by the Consultant during subsequent phases of the Basic Services.

4.4.6 The Owner will make a determination, based on the Schematic Design studies and narrative report, of what equipment and systems will be used. In addition, the Owner will, based on

the investigations and recommendations developed by the Consultant determine which equipment and other items the Owner will purchase outside the Contract for this Project. Should the Owner decide to purchase equipment and materials separately and furnish them to the Contractor, the Consultant shall, as part of the Basic Services, provide detailed programming and scheduling, perform follow-up liaison with vendors with respect to availability and delivery and provide any other such Services with respect to such separately purchased and furnished equipment as would otherwise be required had said equipment not been separately purchased and furnished.

4.4.7 Drainage: The Consultant shall prepare a preliminary drainage plan showing the direction and quantities of flows to each drain. The Schematic Design narrative report shall provide drainage calculations in sufficient detail to give assurance that the Project can be used under the approved design storm conditions.

4.4.8 Barricades, Signing, Marking and Lighting: The Consultant shall prepare, as necessary, a preliminary maintenance of traffic plan, construction operations safety plan and a security plan which show how the Work can be accomplished within operational constraints. It shall delineate the nature, extent and location of site access, required temporary barricading, signing, marking and lighting for the Project. The safety plan shall also be coordinated with appropriate Owner staff.

4.4.9 Work Sequence and Staging Plan: The Consultant shall develop a Work Staging Plan. The Consultant shall develop a Work Sequencing Schedule showing the sequence of the construction and the relative time frame within the overall construction period. Alternative plan(s) and associated cost(s) shall also be developed and submitted, along with an analysis by the Consultant of pertinent factors and relative merits of each plan, even if such alternative plan(s) would adversely impact operations. The decision as to which plan to use will be made by the Owner, and the Consultant will be informed of such decision in writing.

4.4.10 Outline Specification: The Consultant shall prepare an outline specification which will describe the Project requirements, including, but not limited to: earthwork, utility and signalization adjustments and relocations, drainage, irrigation and landscaping, foundations, mechanical, electrical, utilities, lighting, signage, markings, internal and external finishes and treatments, public art, security systems, fire protection systems, plumbing, and other incidental and special equipment being proposed for the Project, all of which shall be considered in the cost estimate.

4.4.11 Probable Construction Cost: The Consultant shall submit a Probable Construction Cost for each facility. Each Probable Construction Cost shall include the estimated costs of constructed facilities and improvements in such detail as required by the Owner including each class of equipment, operational systems, and any other direct costs that may be included in the Project by the Owner pursuant to this Agreement. In the event that the Probable Construction Cost of each facility exceeds the Owner-established budget, the Consultant shall, at no additional cost, prepare a prioritized list of work packages for the funded and unfunded scope, with itemized associated costs, for each facility such that the Owner may be able to make informed decisions regarding any additional funding needed..

4.4.12 The Consultant shall not proceed with the following Phase 2B - Design Development until appropriate written approvals and comments on the deliverables for Phase 2A and a Service Order for the Phase 2 Basic Services are received from the Owner. All comments

shall be addressed, in writing, and reflected in the Phase 2 documents. The Consultant understands that such approvals, comments and Service Order may be received individually and at different times.

4.5 PHASES 2B – DESIGN DEVELOPMENT:

4.5.1 Upon receipt from the Owner of a Service Order for Phase 2 Basic Services, the Consultant shall prepare Design Development documents from the approved Schematic Design documents developed in the performance of the Phase 2A Basic Services. The Design Development documents shall consist of Drawings (site plans, floor plans, elevations, sections, renderings, etc.), Outline Specifications, Work Sequencing Schedules and other documents as may be necessary to describe the size and character, scale and relationship of the entire project(s) with respect to architectural design, civil, structural, mechanical and electrical systems, and acoustical, sound and communications systems, and any other items incidental thereto, as may be appropriate and applicable. The systems and components and associated controls shall integrate with and be of like character to those typically found in similar projects unless otherwise specifically approved by the Owner in writing. All plans and programs developed during Phase 2A for interim locations or routings, or for the staging and sequencing of Work, shall be refined and updated as applicable. Should the need for additional plans and/or programs become apparent during the course of the performance of the Phase 2 Basic Services, such additional plans and programs shall be prepared and included in the Design Development documents.

4.5.2 Consultant's staff from each of the major technical disciplines shall attend an oral presentation of Phase 2 documents to explain the design concept of their systems. The Consultant shall provide interim presentations as required by the Owner.

4.5.3 The Consultant shall provide the Owner preliminary color boards showing suggested color selections for all finish materials, material samples, and study models and/or 3D renderings to illustrate design concepts and recommendations.

4.5.4 The Consultant shall prepare perspective renderings, models, and/or other exhibits required to convey the intent of the design during the Phase 2 written and oral presentation to the Owner for Owner's and Users' reviews. The Consultant shall resolve all comments, prior to proceeding to the next phase, including a follow-up presentation(s) if required.

4.5.5 The Owner may determine that it is in the County's best interest to bid the Project in multiple packages. The Owner and the A/E shall jointly determine the number of packages best suitable for the completion of the Project Elements based on financial and operational constraints, and any other reasons as determined by the Owner. The number of packages that the work will be broken into shall be determined during Phase 2 – Design Development and shall be outlined in the Service Order for Phase 3 – Construction Documents.

4.5.6 Pursuant to A.O. 3-26, and as applicable, the Consultant will be responsible for providing and coordinating Value Analysis (VA), including Life Cycle Cost Analysis, by an independent architecture/engineering consultant. If applicable, the Consultant will provide documents, make an opening presentation relative to the contents of those documents, respond to questions posed by the VA consultant, and be given the opportunity to respond to the VA's recommendations. Recommendations agreed to and required by the Owner will be incorporated by the Consultant into the Phase 2 Services.

4.5.7 The Consultant shall submit all documents required under Phase 2 Design Development for review and comments by the Owner. The Design Development documents submitted shall also include updates to the Phase 2A Project Probable Construction Cost. These updates shall be based upon the approved size and character of the components of the Project Elements and the incorporation of the Owner approved recommendations of the Value Analysis. All Project elements, including those that may exceed the Owner's established budget, shall be included in the detailed Project Probable Construction Cost, providing the Owner with logical work packages of work (both funded and unfunded). The funded work packages shall be the basis of the following phase, Phase 3A – 50% Construction Documents. The Consultant shall not proceed with the following Phase 3A- 50% Contract Documents until appropriate written approvals and comments on the deliverables for Phase 2 and a Service Order for the Phase 3A Basic Services are received from the Owner. The Consultant shall return to the Owner review (check) sets of documents from the Schematic Design Phase submission, prior to the next scheduled construction document phase delivery. Consultant shall provide an appropriate written response to all review comments noted by the Owner. The Consultant understands that such approvals, comments and Service Order may be received individually and at different times.

4.5.8 The Consultant shall also, to the extent applicable based on refinements and amplifications effected during the Design Development phase, review pertinent documents with the agencies having permitting or other approval authority with respect to the Project, including those agencies previously consulted in Phases 1 and 2A above, to obtain the reviews of such agencies. The Consultant shall report in writing the findings of such reviews with said agencies and provide recommendations for approval by the Owner relative to such findings for implementation by the Consultant in Phase 3 Basic Services.

4.6 PHASE 3A – 50% COMPLETE CONSTRUCTION CONTRACT DOCUMENTS:

4.6.1 Upon receipt of a Service Order for Phase 3A Basic Services, the Consultant shall prepare the 50% Contract Documents from the approved Design Development documents developed in the performance of the Phase 2 Basic Services.

4.6.2 Using the documents prepared under this Article, the Consultant shall submit for review the necessary portions of the Contract Documents to the authorities, including but not limited to, County, State and/or Federal, having jurisdiction over the Project by law or contract with the County. The Consultant shall also assist the Owner in obtaining, as appropriate, such applicable certifications of "permit approval" prior to approval by the Owner of the 100% complete Review Set and printing of the Contract Bidding Documents.

4.6.3 The Consultant shall, to the extent applicable based on refinements and amplifications effected during this Phase, review pertinent documents with those agencies having permitting or other approval authority with respect to the Project, including agencies previously consulted by the Consultant in Phases 1, 2A and 2, in order to obtain changes in the opinions, comments and suggestions of those agencies with respect to such refinement and amplifications. The Consultant shall report in writing to the Owner, for approval by the Owner, the findings of such reviews with said agencies and its recommendations relative to such findings for implementation by the Consultant in Basic Services Phase 3B.

4.6.4 The Consultant shall develop a coordinated plan of execution for this Phase, which will include an outline, or index of the contents of the Contract Documents along with a

schedule(s) for completion and sufficient information to permit the Owner to prepare an updated Capital Project Fact Sheet.

4.6.5 The Consultant is responsible for full compliance of the design and Construction Documents with all applicable codes and the Consultant shall provide the Owner with Construction Documents that meet all requirements of all applicable agencies or other government agencies having jurisdiction over the project(s). Consultant shall redesign, as necessary and at no additional cost to the Owner, to accommodate all requirements of permitting agencies so as to enable Owner's Contractor to obtain building and other applicable permits without delay.

4.6.6 The Consultant shall submit all documents required under Phase 3A - 50% Contract Documents for review and comments by the Owner. The 50% Contract Documents submittal shall apply to all applicable disciplines including, but not limited to: architectural, structural, mechanical/HVAC/plumbing/fire protection, electrical, security, civil, landscaping, irrigation, and specialty systems, and shall include the following:

A. One hard copy and electronic files of all 50% construction drawings, along with a list of all anticipated drawings necessary to fully describe the construction with an estimate of the current percent completion for each of the drawings.
B. One hard copy and electronic files of the Project Manual in CSI MasterFormat. The Project Manual shall include all sections of Division 0 and Division 1 along with all other applicable specification sections pertaining to the design of the project(s).
C. Color and finish boards showing all complete selections for all finish materials.
D. The life cycle cost analysis reports for all major systems and Value Analysis/Engineering (VA/E) Study as required by County Ordinance. The Owner shall approve or reject any and all recommendations of these tasks.
E. The updated Development Schedule showing progress and the proposed completion date of each Phase of the project through design, bidding, construction, and proposed project completion date, subject to the written approval of the Owner.
F. An updated schedule of meetings for the upcoming Phase indicating participation needed by the Consultant, the Owner, Users, and/or any other persons or parties.
G. An updated Probable Construction Cost (including construction contingency allowance) broken down in CSI MasterFormat. The Probable Construction Cost shall include any adjustments necessary for projected award date, changes in requirements, general market conditions, etc. If the Phase 3A Probable Construction Cost is higher than the Phase 2 Probable Construction Cost, no further progress payment will be made until the Consultant provides an alternate design. The Consultant shall review, among other, materials, equipment, component systems, and types of construction and shall recommend changes in such items and/or reasonable adjustments in the scope of the Project that will result in a Probable Construction Cost within the allocated funds. The Owner may direct the Consultant to modify, without additional compensation, the 50% Contract Documents to bring the Phase 3A Probable Construction Cost within or below the approved Phase 2 Probable Construction Cost.

4.6.7 The Consultant shall not proceed with the following Phase 3B - 90% Contract Documents until appropriate written approvals and comments on deliverables for Phase 3A and a Service Order for Phase 3B Basic Services are received from the Owner. The Consultant shall return to the Owner review (check) sets of documents and shall provide an appropriate response to all review comments provided by the Owner. The Consultant

understands that such approvals, comments and Service Order may be received individually and at different times.

4.7 PHASE 3B – 90% COMPLETE CONSTRUCTION CONTRACT DOCUMENTS:

4.7.1 Upon receipt of a Service Order for Basic Services Phase 3B, the Consultant shall prepare the 90% Contract Documents from the approved 50% Contract Documents developed in the performance of the Phase 3A Basic Services.

4.7.2 Using the documents prepared under this Article, the Consultant shall submit for review the necessary portions of the Contract Documents to the authorities including, but not limited to, County, State, and/or Federal, having jurisdiction over the Project by law or contract with the County. Said documents shall be sufficient to be permitted as applicable by such authorities. The Consultant shall assist the Owner in obtaining, as appropriate, such applicable certifications of "permit approval" prior to approval by the Owner of the 100% complete Review Set and printing of the Contract Documents.

4.7.3 The Consultant shall prepare Plans in a manner that will ensure clarity of line work, notes and dimensions when reduced to 50 percent of the original size. After acceptance by the Owner, the Plans shall become part of the Contract Documents. The Technical Specifications shall provide that a system of quality control and quality assurance be a requirement of the work. The quality control and quality assurance system shall provide the procedures to be used by the Contractor and the Consultant to assure that the quality of all materials, equipment systems, and furnishings function as intended and are equal to or better than called for in the specifications.

4.7.4 The Consultant shall submit all documents required under Phase 3B - 90% Contract Documents for review and comments by the Owner. The Consultant is responsible for the coordination of his/her work and that of all sub-consultants involved in the Project(s). The 90% Contract Documents submittal shall apply to all applicable disciplines including, but not limited to, architectural, structural, mechanical/HVAC/plumbing/fire protection, electrical, security, civil, landscaping, irrigation, and specialty systems and shall include the following:

A. One hard copy and electronic files of all 90% construction drawings, along with a list of all anticipated drawings necessary to fully describe the construction with an estimate of the current percent completion for each of the drawings.
B. One hard copy and electronic files of the Project Manual in CSI MasterFormat. The Project Manual shall include all sections of 'Division 0 and Division 1 along with all other applicable specification sections pertaining to the design of the project(s).
C. Color and finish boards showing all complete and final selections for all finish materials.
D. Several simple studies of proposed perspective drawings of the Project(s) indicating suggestions for view angles and general composition of a rendering. Upon Owner's selection of a perspective format, the Consultant shall execute final renderings for submission with the 100% Construction Documents submittal.
E. The updated Development Schedule showing progress and the proposed completion date of each Phase of the project through design, bidding, construction, and proposed project completion date, subject to the written approval of the Owner.
F. An updated schedule of meetings for the upcoming Phase indicating participation needed by the Consultant, the Owner, Users, and/or any other persons or parties.
G. An updated Probable Construction Cost (including construction contingency allowance) broken down in CSI MasterFormat. The Probable Construction Cost shall include any

adjustments necessary for projected award date, changes in requirements, general market conditions, etc. If the Phase 3B Probable Construction Cost is higher than the Phase 3A Probable Construction Cost, no further progress payment will be made until the Consultant provides an alternate design. The Consultant shall review, among other, materials, equipment, component systems, and types of construction and shall recommend changes in such items and/or reasonable adjustments in the scope of the Project that will result in a Probable Construction Cost within the allocated funds. The Owner may direct the Consultant to modify, without additional compensation, the 90% Contract Documents to bring the Phase 3B Probable Construction Cost within or below the approved Phase 3A Probable Construction Cost.

4.7.5 Pursuant to A.O. 3-26, and as applicable, the Consultant shall provide an abbreviated (two to three days) follow up VA/Life Cycle study/critique/constructability review after submission of 90% Construction Documents. Participation shall be as necessary to assure that the Owner approved recommendations from the Phase 2 VA/E have been incorporated and that any additional recommendations from this Phase 3B VA/E are fully understood and will be incorporated into the Contract Documents.

4.7.6 After review by the Owner, the Consultant shall resolve all questions and have all revisions made to its documents as required by the Owner. The Consultant shall prepare a 90% complete Review Set. The 90% Review Set shall be returned to the Owner with a Probable Construction Cost and schedule breakdown by construction trade that will permit the Miami-Dade County Regulatory and Economic Resources Business Development unit to readily develop contract measures in the bidding documents. The Consultant shall not proceed with the following Phase 3C - 100% Contract Documents until appropriate written approvals and comments on the deliverables for Phase 3B and a Service Order for Phase 3C Basic Services are received from the Owner. The Consultant shall return to the Owner the review (check) sets of documents and shall provide an appropriate response to all review comments provided by the Owner. The Consultant understands that such approvals, comments and Service Order may be received individually and at different times.

4.8 PHASE 3C – 100% COMPLETE CONSTRUCTION CONTRACT DOCUMENTS:

4.8.1 Upon receipt of a Service Order for Phase 3C, the Consultant shall proceed with Basic Services Phase 3C - 100% Contract Documents. The Consultant shall prepare the 100% Contract Documents from the approved 90% Contract Documents developed in the performance of the Phase 3B Basic Services.

4.8.2 The 100% Contract Documents submittal shall be submitted for final review, comments, and approval by the Owner, and shall include the following:

A. One hard copy and electronic files of all 100% construction drawings.
B. One hard copy and electronic files of the complete Project Manual in CSI MasterFormat.
C. Three hard copies and electronic files of all reports, programs, and similar documents necessary for the issuance of documents for bidding and construction contract award.
D. The updated Development Schedule showing progress and the proposed completion date of each Phase of the project through design, bidding, construction, and proposed project completion date, subject to the written approval of the Owner.
E. An updated schedule of meetings for the upcoming Phase indicating participation needed by the Consultant, the Owner, Users, and/or any other persons or parties.
F. An updated Probable Construction Cost (including construction contingency allowance and any other allowances) broken down in CSI MasterFormat. The Probable

Construction Cost shall include any adjustments necessary for projected award date, changes in requirements, general market conditions, etc. If the Phase 3C Probable Construction Cost is higher than the Phase 3B Probable Construction Cost, no further progress payment will be made until the Consultant provides an alternate design. The Consultant shall review, among other, materials, equipment, component systems, and types of construction and shall recommend changes in such items and/or reasonable adjustments in the scope of the Project that will result in a Probable Construction Cost within the allocated funds. The Owner may direct the Consultant to modify, without additional compensation, the 100% Contract Documents to bring the Phase 3C Probable Construction Cost within or below the approved Phase 3B Probable Construction Cost.

G. Final renderings consisting of 20"x30" framed and glassed perspective renderings (minimum of three views) in color, and high resolution electronic files of each rendering.

4.8.3 The Consultant shall not proceed with the following Phase 3D Bid Documents until appropriate written approvals and comments on the deliverables for Phase 3C and a Service Order for Phase 3D Basic Services are received from the Owner. The Consultant understands that such approvals, comments and Service Order may be received individually and at different times.

4.9 PHASE 3D – BID DOCUMENTS:

4.9.1 After review by the Owner of the 100% Contract Documents, the Consultant shall respond to all comments in writing within seven (7) calendar days after receipt of the comments from the Owner.

4.9.2 The Consultant shall file and follow-up on required documents for approval by governmental authorities having jurisdiction over the Project(s) and in obtaining certifications of permit approval by reviewing authorities prior to printing of the Bid Documents.

4.9.3 The Consultant shall make all required changes and resolve all questions presented by the Owner and/or permitting authorities at no additional cost to the Owner. The Consultant shall return to the Owner the review (check) sets of documents and shall provide an appropriate response to all review comments provided by the Owner.

4.9.4 Upon final approval by the Owner, the Consultant shall finalize the Contract Documents to a condition suitable for final printing and distribution to prospective bidders, and provide a hard copy and electronic files of all Construction Contract Documents, at no additional charge to the Owner.

4.9.5 The Consultant shall recommend and justify to the Owner the overall Project Contract Time, Phasing, Interim Completion Time(s), the amounts of liquidated damages, liquidated indirect costs, and the amount of Allowance Account(s) to be incorporated in the Contract Documents.

4.10 PHASE 4 – BIDDING AND AWARD OF CONTRACT:

4.10.1 Upon obtaining all necessary approvals of the Construction Documents from authorities having jurisdiction and acceptance by the Owner of the Bid Documents and latest Probable Construction Cost, the Consultant shall assist the Owner in making the contract documents available to prospective bidders, responding in writing to Bidders' inquiries, preparing and

issuing addenda, evaluation of the Bids and Bidders, and the awarding of a Contract(s) for all or a portion of the Work that was bid pursuant to the Contract Documents. The Consultant shall also participate in pre-bid conference(s) and attend the Bid opening.

4.10.2 The Consultant shall distribute or make available for reproduction the Contract Documents to prospective Bidders and to other agencies as required by the Owner, in accordance with current User Department's bidding procedures, as such procedures may be amended from time to time. Reproduction and Delivery cost to Bidders shall be paid by the Bidders. Consultant shall maintain a log of all Bidders and collect any bid deposit as required by the Owner.

4.10.3 The Consultant shall record all questions, prepare and issue an appropriate written response to such questions (Addenda), if any are required during the bidding period. The Consultant shall maintain a log of all Addenda issued. No addenda shall be issued without the Owner's concurrence.

4.10.4 The Consultant shall assist the Owner in scheduling and notification of all Bidders of any 'Pre-Bid Meetings,' as may be required by the Owner. The Consultant shall attend all pre-bid meetings and shall require attendance of major sub-consultants at such meetings. The Consultant shall prepare and issue minutes of the meetings and Addenda documenting and/or responding to issues raised at the pre-bid meetings.

4.10.5 The Consultant shall be present at the bid opening, with the Owner's staff. The Consultant shall bring the Bid Tabulation forms listing all Contractors who picked up the Bid Documents. The Consultant shall also at this time turn over to the Owner all funds received for the non-refundable deposits on the Bid Documents.

4.10.6 The Consultant shall prepare a set(s) of Contract Documents conformed with Addenda (if any) included therein for use by the Owner; prepare a tabulation of bids received; analyze the bids; and make an initial recommendation of award. The award of the Contract will be at the sole discretion of the Owner. Such action by the Owner shall not relieve the Consultant from any responsibility under this Agreement.

4.10.7 The Consultant shall participate in all negotiations with the Contractor(s) related to this Agreement. Such Consultant participation shall be at no additional cost to the Owner.

4.10.8 If the lowest qualified, responsive and responsible bid received exceeds the approved Phase 3C Probable Construction Cost, the Owner may at its discretion:

A. Approve an increase in the Project Budget and award a Contract;
B. Reject all bids and re-bid the project(s) within a reasonable time with changes as required in the Project;
C. Direct the Consultant to revise the scope and/or quality of construction, and rebid the Project. The Consultant shall, at no additional compensation, modify the Construction Documents for the Owner's approval to bring the Probable Construction Cost after such revisions, within the total allocated construction funds.
D. Suspend or abandon the Project or any components of the Work included in the Contract Documents.

4.10.9 Should the Consultant fail to perform these services in a timely manner and cause a delay in the progress of the Work, the Consultant shall be responsible for any resulting damages to the Owner.

4.11 PHASE 5 – CONSTRUCTION ADMINISTRATION SERVICES:

4.11.1 Upon receipt of a Service Order for Phase 5, Construction Administration Services, the Consultant shall provide the Basic Services as set forth herein. The Work-Related Services will begin upon award of the Construction Contract and will end when the final request for payment from the Contractor has been approved by the Owner and the Consultant has submitted its Report of Contract Completion and the Record Drawings (As-Built Drawings) and has completed all other Services required, including the warranty related services.

4.11.2 The Consultant shall provide the Owner a staffing plan including individual resumes that the Consultant, including Sub-Consultant(s), intends to use during the Construction Administration Services for review and approval by the Owner for acceptable staffing.

4.11.3 The Consultant shall revise plans, specifications and other Contract Documents as necessary, shall review Change Orders, Work Orders, Bulletins, and other appropriate documentation and shall assist the Project Manager(s) and Owner in negotiations with the Contractor(s) with respect to all changes in the Work.

4.11.4 The Consultant shall approve the overall progress schedule, schedule of shop drawings submissions, schedule of values, and other schedules required of the Contractor under the Contract Documents.

4.11.5 The Consultant shall visit the Work at least once per week or more frequently as necessary to fulfill the responsibilities of the Consultant hereunder and in order to respond to non-routine situations that call for the Consultant's expertise and /or approval in an expeditious manner. The Consultant shall evaluate the work for compliance with the Contract Documents, prepare and submit to the Owner, via the Project Manager, a detailed written and sequentially-numbered report of the observed conditions of the Work, the progress of the Work, and other Work observations, as found or made during each visit to the Work. Such report shall be submitted to the Owner at least monthly and more frequently on an interim basis if necessary to prevent or mitigate any increase in Project costs or damages to the Owner. The Consultant will not be held responsible for the means, method, techniques, sequences or procedures used, or for safety precautions and programs, in connection with the Work performed by the Contractor, but shall immediately report to the Owner any observations of conditions which in the Consultant's judgment would endanger persons or property or which might result in liabilities to the Owner.

4.11.6 Based on observation and measurement of the Work satisfactorily completed and upon the request for payment from Contractor, the Consultant shall review the amount requested by the Contractor on account, indicating, as applicable, the amounts which are available from Federal/State funding, and shall concur with the request for payment, in such amount. The Consultant's concurrence shall constitute a representation to the Project Manager and the Owner that the Work has progressed to the point indicated; that to the best of the knowledge, information and belief of the Consultant, the quality of the Work is in accordance with the Contract Documents. Such concurrence shall be based on the Consultant's review and acceptance of the following:

A. An evaluation of the Work for conformance with the Contract Documents;

B. The results of any subsequent test required by the Contract Documents;
C. The review of the as-built drawings to determine completeness and accuracy up to the date of the pay request;
D. Any specific qualifications stated in the request for payment; and
E. Inspection of materials stored on or off-site.

4.11.7 The Consultant shall assist the Project Manager in reviewing and evaluating all Contractor's claims relating to the cost, execution and progress of the Work and on all other matters or questions related thereto. Where the Contractor submits a request for Work Order, Change Order, or claim, the Consultant shall, within 14 days, review and submit to the Owner, his/her recommendation or proposed action along with an analysis, cost estimate, and/or study supporting such recommendation.

4.11.8 The Consultant shall have authority to require special inspection or testing of any Work questioned as to conformity with the Contract Documents whether or not such Work has been fabricated and delivered to the Project, or installed and completed.

4.11.9 The Consultant shall have the authority to reject work which does not conform to the Contract Documents. Whenever, in the Consultant's reasonable opinion, it is necessary or advisable for the implementation of the intent of the Contract Documents, the Consultant shall have the responsibility to recommend special inspection or testing of the work in accordance with the provisions of the Contract Documents, whether or not such work be then fabricated, installed, or completed.

4.11.10 The Consultant shall, where necessary or when requested by the Owner, provide general consultation and advice, interpret the Plans and Specifications and other such Contract Documents in order to clarify the intent of the Consultant with respect to the contents of the Contract Documents.

4.11.11 The Consultant shall review and evaluate, for review and approval of the Owner, substitutions proposed by the Contractor, for conformance with the project requirements, including cost and time impacts, if any, and shall incorporate accepted substitutions into the Contract Documents as part of Basic Services.

4.11.12 The Consultant shall, within calendar (7) days of submittal, review shop drawings, samples, Requests For Information, and any other submissions of the Contractor(s) for conformance with the design concept of the Project Element(s) and for compliance with the information given in the Contract Documents.

4.11.13 The Consultant shall render decisions, issue interpretations of the Contract Documents, issue correction orders and render written decisions on all claims and disputes between the Owner and the Contractor relating to the execution or progress of the Work, interpretation of the Contract Documents, or compensation due to the Contractor, within the times specified in the Contract Documents or, absent such specification, on such timely basis so as not to delay the progress of Work as depicted in the approved construction schedule. The Consultant shall submit to the Owner, his/her recommendation or proposed action along with an analysis, cost estimate, time impact, and/or study supporting such recommendation.

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4.11.14 The Consultant's Services for Substantial Completion and Final Acceptance shall include, but not be limited to, the following:

Inspections for Substantial Completion: The Consultant shall, prior to Substantial Completion of the Work, inspect the Work with the Project Manager to determine initial Punch List items, and shall re-inspect the work with the Project Manager as many times thereafter as are needed to establish a time of Substantial Completion. The Consultant shall develop the Punch List in consultation with the Project Manager and issue the Punch List. Any User contributions to the Punch List shall be only as approved by Owner. Punch Lists shall record:

A. Defects observed in the Work, in first and succeeding visits; and
B. Defects corrected (recorded by striking items from the punch list or by identifying items as corrected).

Contractor's Closeout Submittals and Actions: The Consultant shall furnish to the Owner in an electronic data base (latest version of Microsoft Excel) an index, summary and copies of all warranty/close-out documents required to be furnished by the Contractor under the consolidated Contract Documents. The Contractor will be responsible for providing an index and summary list all of the equipment by serial number and indicate for each the warranties, the term, conditions, and the purported legal enforcement and recourse rights of the Owner as indicated by the language in the Warranty. This list shall be reviewed and approved by the Consultant and the Owner. The Consultant shall obtain from the Contractor all guarantees, operating and maintenance manuals, releases of claims and such other documents and certificates required by applicable codes, laws, and the Contract Documents, and deliver them to the Owner.

Determination of Substantial Completion: When the Punch List of defective items has been reduced to the point at which, in the judgment of the Consultant and the Owner, the Work can be immediately utilized for its intended purpose, and all Punch List items are judged to be capable of completion in not more than 30 days, the Consultant shall review, and upon approval by the Owner, set the date of Substantial Completion.

Certificate of Occupancy: If a Certificate of Occupancy is required on this project, the Consultant shall not certify the Work as substantially complete until a Certificate of Occupancy has been issued in accordance with the Florida Building Code.

Determination That the Work is not Substantially Complete: If the required submittals and actions by the Contractor are deficient, or if in the judgment of the Consultant and/or the Owner that the Work will not be ready for final acceptance in 30 days, the Consultant shall notify the Project Manager and the Contractor in writing that Substantial Completion cannot be declared, and include a list of deficient Contractor's submittals, deficient Contractor's actions, defective or incomplete items in the Work, and any other supporting details.

Retainage for Uncompleted Work: The Consultant shall review and concur with the Project Manager's recommendation of an amount that will ensure that the Owner can employ other contractors to complete each item of work in the event of the Contractor's failure to complete. Upon approval by the Owner, this retainage for uncompleted work shall be deducted from the retainage amount otherwise due the Contractor at the time of Substantial Completion. Retainage for incomplete work will not be paid until the Contractor completes all pending items.

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Final Acceptance: When, in the judgment of the Owner and the Consultant, the Work is complete, the date of Final Acceptance shall be set by the Owner.

4.11.15 Record Drawings: During the Construction Phase, the Consultant shall regularly review significant changes and modifications recorded by the Contractor on marked-up construction documents. The Consultant shall modify the original Construction Documents and specifications based upon data furnished by the Contractor and/or the Consultant's own observation of the work and in doing so provide Record Documents. The Consultant shall furnish to the Department one complete set of printed and electronic drawing files in AUTOCAD of the Record Drawings in the size and format required by the Owner. The complete set of Record Drawings shall include all pertinent shop drawings as well as the Plans included in the Contract Documents as adjusted to comply with the as-built Work. The Consultant shall verify that all Record Drawings prepared by the Contractor are prepared in a manner that will ensure clarity of line work, location of devices and equipment, notes, dimensions, etc. Preparation of the Record Drawings shall be a Basic Service.

4.11.16 User's Plan Diagrams: The Consultant shall provide to the Owner, one printed set no larger than 11"x17" and electronic files consisting of a simplified site plan and floor plans with graphic scale and north arrow, reflecting the 'Record Drawings' condition. Plans must show room names, room numbers, overall dimensions and square footage of each floor area.

4.11.17 Certification: Upon completion of the Work, the Consultant, including all applicable sub-consultants, shall provide certifications to the effect that the work on the Project(s) has been substantially performed in accordance with the Construction Documents, including Work Orders, Change Orders, and all applicable laws.

4.11.18 The Consultant shall provide assistance relative to instruction of the Owner's personnel in the operation and maintenance of the any equipment or system, and initial start-up and testing, adjusting, and balancing of equipment or systems to assure a smooth transition from construction to occupancy of the Project(s).

4.11.19 The Consultant and Sub-Consultants shall inspect the entire Project one (6) months after Substantial Completion. The Consultant shall report its findings to the Owner sufficiently prior to the end of the warranty period to enable the Owner to issue an action report to the Contractor prior to the expiration of the warranty period. The Consultant report shall be complete with specific recommendations covering any portions of the Work to be repaired or replaced.

4.11.20 In addition to the requirements set forth above, the Consultant shall perform those duties of the Consultant as set forth in the Contract Documents.

4.12 MEETINGS AND REPORTS

4.12.1 Meetings: As part of providing the Basic Services, the Consultant shall attend all meetings and shall provide consultation to the Owner regarding such information. These meetings shall include, but shall not necessarily be limited to, regularly scheduled progress meetings concerning design coordination, and such other meetings, whether regularly scheduled or specially called, as may be necessary to enable the Consultant to coordinate his Services with, and provide information to and/or obtain information from, the Owner, its Consultant

and contractors, and all others with whom coordination or liaison must take place in order to fulfill the intent and purposes of this Agreement and the Contract Documents. Unless otherwise directed by the Owner, the Consultant shall prepare and disseminate in a timely manner meeting notices and agenda, briefing materials, meeting minutes, meeting reports, etc., appropriate to such meetings.

4.12.2 Reports: In addition to any specific reports called for elsewhere in this Agreement, the Consultant shall submit to the Owner a monthly progress report of the status and/or results of all Services required to be performed under this Agreement. This Report shall be submitted with the invoice for Services performed during the corresponding period. Each report shall include but not be limited to: a brief narrative with images of the progress made during the previous month and the estimated incremental and total percentages of each assigned Project Element which have been completed; any problem(s) encountered during the month and any actions taken to solve or alleviate the problem(s); any changes which may have occurred in the projected dates of the events; a statement from the Consultant as to each Project Element that the Project is either on schedule or the Project Element is not on schedule and should the latter be stated, then the Consultant shall also state the length of delay and the reasons for the delay. The Consultant shall explicitly state recommendations for alleviating the delay and in subsequent monthly progress reports state whether or not the delay has been alleviated. Such report shall also relate the aggregate services performed to the total compensation paid and payable to the Consultant hereunder for each Phase of the Basic Service as set forth in the corresponding invoice for payment.

ARTICLE 5 - ADDITIONAL AND WORK SITE SERVICES

5.1 AUTHORIZATION:

Any Services beyond the requirements for Basic Services shall be performed by the Consultant upon receipt of a Service Order issued by the Owner. The Owner reserves the right to have any or all of the Services listed below performed by consultants other than the Consultant. The Consultant shall have no claim to any of these Services except as authorized by the Owner with a Service Order.

5.2 ADDITIONAL SERVICES:

Additional Services listed below are beyond the requirements for Basic Services under this Agreement and shall be performed upon receipt of a Service Order:

5.2.1 Special analyses of the needs of the Owner related to financial feasibility, or other special studies not otherwise necessary for the satisfactory performance of the Basic Services.

5.2.2 Services with respect to verification of Owner supplied information that cannot be made visually or by careful review of the available information, but which requires extraordinary investigation, such as excavation, demolition or removal, as well as investigations and the development of additional information, as agreed to by the Owner, required as a result of deficiencies in the as-built conditions, utility information, survey information and/or soils investigation which are deemed necessary to provide a satisfactory basis on which to perform the Basic Services.

5.2.3 If any independent engineering, testing laboratory or surveyor is employed by the Consultant to perform any or all of the requested additional services, the Consultant shall

obtain the Owner's approval of the use of and the fees for such independent engineering, testing laboratory or surveyor prior to commencing such work. Verification of the work performed by such Sub-consultant(s) and the cost associated therewith shall be the sole responsibility of the Consultant and not compensable by the Owner.

5.2.4 Participation in the execution of changes during performance of the Work provided such changes are not a result, directly or indirectly, of errors, omissions and/or ambiguities in the services rendered by the Consultant, including Sub-consultants engaged by the Consultant. Such participation shall include but shall not be limited to: revisions to plans, specifications and other Contract Documents as necessary; recommendation to the Owner of alternate designs (including cost impact) where change is contemplated; and any additional Work Related Services resulting from such changes.

5.2.5 Professional services required after acceptance of the Work by the Owner except as otherwise required under Basic Services.

5.2.6 Threshold Inspection services.

5.3 WORK SITE SERVICES:

At the sole option of the Owner and after receipt of a Service Order specifically authorizing such Services, the A/E shall provide Work Site Services as set forth herein. In discharging such Services, the Consultant shall provide an on-site resident Field Representative(s) approved by the Owner who shall act as the agent of the Consultant. The Work Site Services shall be defined by Service Order and agreed to by the Consultant and Owner.

5.3.1 The Consultant shall fulfill all other requirements and duties, not a part of the Basic Services, imposed on the Consultant by the Contract Documents or through Service Order by direction of Owner.

5.3.2 Should the Consultant fail to perform these Work Site Services in a timely manner and cause a delay in the progress of the Work, the Consultant shall be responsible for any resulting damages to the Owner.

ARTICLE 6 - REIMBURSABLE EXPENSES

6.1 AUTHORIZATION:

Any Reimbursable Expenses shall be approved by the Owner in advance and authorized by a Service Order and shall consist of actual expenditures (without mark-up) made by the Consultant by the most reasonable and economic means possible for the following purposes:

A. Long distance communications and shipping costs;
B. Printing and reproduction costs in excess of that required under Basic Services. Such costs will be reimbursed at the same rate paid (without mark-up) by the Consultant to its vendors. Printing costs for internal coordination, reviews and other in-house uses will not be reimbursed.
C. Travel expenses outside Miami-Dade County, if necessary, shall be reimbursed in accordance with State Statues and Administrative Order No. 6-1;
D. Costs/fees paid for securing approvals of authorities having jurisdiction over the work; Any other expenses incurred by the Consultant and its Sub-consultants as may be

reasonably incurred in the interest of the Project and previously approved in writing by the Project Manager.

6.2 TIME LIMIT FOR REIMBURSEMENTS:

The Consultant shall monitor the total cost of Reimbursable Expenses and submit monthly invoices for actual expenditures, including supporting documentation detailing the direct cost to the Consultant of such expenses. No multiplier shall be used to calculate Reimbursable Expenses. Expenses submitted later than 120 days from the invoice date will not be considered for reimbursement.

ARTICLE 7 - COMPENSATION FOR SERVICES

The County agrees to pay to the Consultant and the Consultant agrees to accept for all Services rendered pursuant to this Agreement, the amounts determined in accordance with this Article. No payment will be made to the Consultant for work performed without a Service Order.

7.1 BASIC SERVICES FEE:

7.1.1. Phase 1 Services.

The Owner agrees to pay the Consultant, and the Consultant agrees to accept for Phase 1 of the Basic Services rendered pursuant to this Agreement, a Fixed Lump Sum Basic Services Fee of **two hundred thousand Dollars ($200,000).**

The Phase 1 Basic Services Fee shall include all architectural, engineering, and specialty consultant services outlined in Article 4, Basic Services and summarized as the completion of the site assessment and feasibility study, program verification, including phased packages of work with detailed cost estimates (through and including Phase 1 - Program Verification and Feasibility Study) for each of the following three scenarios:

a. An addition connecting the two existing museum facilities and required improvements, if any, to the Plaza necessary to complete the museum renovation proposal;
b. Connection and required renovation of the two existing museum facilities and renovations and/or repairs to the Plaza to enhance, among other things, accessibility from the ground level to the raised Plaza level; and
c. Connection and required renovation of the two existing museum facilities and the elimination (demolition) of part of the entire raised plaza, design of new plaza at ground level, and relocation of the services and tenants currently housed below the Plaza.

7.1.2. Phases 2-5 Services.

The Owner may elect, in its sole and absolute discretion, to have Consultant proceed with Phases 2-5 of the Basic Services for one of the three scenarios set forth above in Section 7.1.1. The Phases 2-5 Basic Services Fee for any of the scenarios selected shall include all architectural, engineering, and specialty consultant services outlined in Article 4, Basic Services and summarized as the development and completion of all construction documents and construction administration services (through and including Phases 2-5 of the Basic Services), and shall be inclusive of all services necessary to accomplish the Project Elements selected by the Owner for one of the three scenarios during Phases 2-5, as applicable, including any alternates.

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A. Scenario (A). or Scenario (B)

If Owner issues one or more Service Orders to Consultant for Phases 2-5 of the Basic Services for Scenario (A) **or Scenario (B)**, then the Owner agrees to pay the Consultant, and the Consultant agrees to accept for Phase 2-5 of the Basic Services rendered pursuant to this Agreement, a Not to Exceed (NTE) Fee of **one million three hundred thousand Dollars ($1,300,000).**

B. Scenario (C)

If Owner elects to proceed with Scenario (C), as detailed above in Section 7.1.1, then the Owner and Consultant shall negotiate and agree on a Basic Services Fee for all Basic Services set forth in Phases 2-5 for the selected scenario and such fee and timing of payment of the fee shall be memorialized in a Service Order executed by both the Owner and Consultant.

The Consultant shall have no claim to any Basic Service Fee for Phases 2-5 except as authorized by the Owner with one or more Service Orders.

7.2 PAYMENT FOR BASIC SERVICES:

Except as provided hereafter, payments for Phase 1 and for each of the Phases 2-5 shall not exceed the amounts as shown on the following Schedule of Payments for Basic Services.

SCHEDULE OF PAYMENTS FOR SERVICES

Phase	Amount
1 - Program Verification and Feasibility Study	$200,000
Additional Services (10%)	$20,000
Reimbursable Services	20,000
Total (Phase 1):	$240,000
2A - Schematic Design Documents*	NTE $235,000
2B - Design Devleopment*	NTE $176,250
3A - 50% Complete Contract Documents*	NTE $176,250
3B - 90% Complete Contract Documents*	NTE $117,500
3C - 100% Complete Contract Documents*	NTE $58,750
3D - Bid Contract Documents*	NTE $58,750
4 - Bidding & Award of Contract*	NTE $58,750
5 - Construction Administration Services*	NTE $293,750
(Phase 2-5)*:	**NTE $1,175,000**
Additional Services (10%)	NTE $117,500
Reimbursable Services	NTE $117,500
Total (Phase 2-5)*:	**NTE $1,410,000**
Grand Total (Phase 1-5)*:	**NTE $1,650,000**

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*Applies only for Scenario (A) or Scenario (B). If the Owner elects to proceed with Scenario (C) then the schedule and amount of payments for Phases 2-5 of the Basic Services will be negotiated and included in the Service Order(s) for such services.

7.2.1 The Consultant shall not be entitled to compensation for Phases 2A through 4 (Design Development through Bidding) for alternates required because of the failure of the Consultant to design the Project(s) so that it they may be constructed within the total established construction budget.

7.2.2 No further progress payment will be made should the Probable Construction Cost of any phase exceed the budget until an alternate design is provided in accordance with Article 4.

7.2.3 Payment for Basic Services may be requested monthly in proportion to services performed during each Phase of the work. Said payments shall, in the aggregate, not exceed the total Basic Compensation for each Phase in accordance with Article 7.2 Schedule of Payments for Services.

7.2.4 Payments of the Construction Administration Services Fee, Phase 5, shall be made in monthly installments. The amount of each monthly installment payment shall be based on the percentage of construction completion.

7.2.5 The Owner will retain ten percent (10%) of the interim payments during Phase V, Administration of the Construction Contract. Fifty percent (50%) of the retainage shall be released upon completion and owner acceptance of Substantial Completion. The balance of the retainage shall be released upon completion and Owner acceptance of:
1. Issuance of certificate of "Final Completion",
2. Issuance of "Certificate of Occupancy", and
3. Resolution of any design/construction related claims.
4. Consultant inspection and report prior to Warranty expiration in accordance with Article 4.11.19.

7.2.6 All payments will be made on duly certified invoices stating that the Services for which payments requested have been performed per this agreement.

7.2.7 Consultant shall not invoice Owner for charges for office, rent or overhead expenses of any kind, including but not limited to, insurance, telephone, utility charges, office/drafting supplies, depreciation of equipment, professional dues, subscriptions, reproduction of drawings and/or specifications for internal use, mailing, stenographic, clerical, nor shall it invoice for employee travel, mileage or subsistence within the South Florida area. Project related travel outside the South Florida area and necessary for the performance of the Services may be reimbursed with prior Owner approval.

7.3 PAYMENT FOR REIMBURSABLE EXPENSES:

Reimbursable Expenses as described in the Article 6 of this Agreement will be reimbursed by the Owner as verified by appropriate bills, invoices or statements, along with all supporting data necessary to substantiate costs for the reimbursement.

7.4 PAYMENT FOR ADDITIONAL AND WORK SITE SERVICES:

Additional Services and Work Site Services as described in the Article 5 of this Agreement will be paid by the Owner upon the satisfactory completion of the Services, or a percentage thereof, as determined by the Owner and as outlined in the Service Order authorizing the additional or work site services.

7.5 INVOICES AND METHODS OF PAYMENT:

The Consultant shall submit monthly to the Project Manager(s), a copy of a duly certified invoice for payments due on account of the portion(s) of the Services performed and eligible for payment. A copy of the applicable Service Order shall accompany the original copy of the invoice. The format, content and submittal date of the invoice shall be as specified by the Project Manager(s). The Architect/ Engineer will meet no less than monthly with the Project Manager(s) to verify that the Consultant's reported progress and earned value is in accordance with the Project. Monthly progress payments will be based on the monthly meeting with the Project Manager(s). 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. Invoices with problems will be immediately returned to the Consultant.

7.6 PAYMENT TO SUB-CONSULTANTS:

All payments to Sub-consultant(s) employed hereunder shall be the sole responsibility of the Consultant unless otherwise provided for herein or within a Service Order. The Consultant shall, upon receipt of progress and/or final billing(s) from such Sub-consultant(s) for Services satisfactorily performed incorporate such billing(s) in the manner and to the extent appropriate to the applicable payment basis (es), in the next following invoice submitted by the Consultant to the Owner. The Consultant shall not submit invoices that include charges for Services by Sub-consultant(s) unless such Services have been performed satisfactorily and the charges are, in the opinion of the Consultant, payable to such Sub-consultant(s). The Consultant shall make all payments to such Sub-consultant(s) promptly following receipt by Consultant of corresponding payment from the Owner. Prior to any payments to Sub-consultant(s), the Consultant shall, if requested by the Project Manager(s), furnish to the Owner a copy of the agreement(s) providing for such payments.

7.7 CONSEQUENCE FOR NON-PERFORMANCE:

Should the Consultant fail to perform its services within the time frames outlined and such failure causes a delay in the progress of the Work, the Consultant shall be liable for any damages to the Owner resulting from such delay.

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7.8 MAXIMUM PAYABLE FOR ADDITIONAL SERVICES AND REIMBURSABLE EXPENSES:

The aggregate sum of all payments to the Consultant for Additional Services and Reimbursable Expenses payable on this Project shall not exceed **two hundred seventy five thousand Dollars ($275,000.00)**. The Consultant shall have no entitlement to any of these funds. The Owner retains all rights to these funds, may expend these funds at its sole discretion, and any portion of this sum for which the Project Manager(s) does not authorize payment in writing shall remain the property of Owner. This amount is intended to establish a cumulative fund to be used for Additional Services and Reimbursable Expenses. The Owner may adjust the amounts between the service categories as long as the cumulative amount above is not exceeded.

7.9 TOTAL AUTHORIZED AMOUNT FOR THIS AGREEMENT:

Except as otherwise provided for herein, the Total Authorized Amount for this Agreement is **one million six hundred fifty thousand Dollars ($1,650,000)**. The Owner retains all rights to these funds, may expend these funds at its sole discretion, and any funds not expended from this authorized agreement amount remain the property of the County.

7.10 PROJECT SUSPENSION:

If the project is suspended for the convenience of the Owner for more than 90 consecutive days, the Consultant shall be paid for services and Reimbursable Expenses authorized by Work Order which were performed prior to such suspension. If the project is suspended for more than 90 consecutive days, the Consultant may, upon not less than thirty days written notice to the Owner, terminate this Agreement, which shall be deemed a termination not the fault of the Consultant. If the Project is resumed after having been suspended for more than nine months, the Consultant's further compensation may be renegotiated.

ARTICLE 8 - SPECIAL PROVISIONS

8.1 SECURITY:

8.1.1 The Consultant acknowledges and accepts full responsibility for compliance with all Miami-Dade County security regulation pertaining to access to buildings and other specific areas which may be designated as secure areas. Furthermore, the Consultant acknowledges that certain tasks may require background screening of principals and employees including fingerprint based criminal background investigation.

8.2 ART IN PUBLIC PLACES:

8.2.1 The project shall be subject to the provisions set forth pursuant to Section 2.11.15 of the Miami-Dade County Code (the "Code"), which provisions are incorporated herein by reference. The Basic Services to be provided by the Consultant shall extend to include Art in Public Places ("APP") as more particularly described below.

8.2.2 In the performance of the Services, the Consultant shall be responsible for all coordination related to the implementation of the Art in Public Places program at the Project. Coordination, by definition, shall include the Consultant's designated representatives, as appropriate, from the Architectural and Engineering teams, other consultants, and the Contractor to facilitate the design and construction of the Art Scope in regards to the construction project. The Consultant shall confer with the APP Representative in order to develop a concept for art appropriate to the Project and the Site. The Director of the Department of Cultural Affairs shall approve the final concept and location of the Art. The APP Trust shall make final determination of the artist or artists (the "Artist," collectively)

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upon recommendation of the APP Professional Advisory Committee ("PAC"). The Consultant shall attend all meetings related to the implementation of the APP Program including, but not limited to:

A. APP orientation meeting(s) with staff to discuss and determine the scope of the APP program as related to the Project; and
B. PAC meetings, including one during the Artist pre-selection phase and one during the Artist Proposal Review and recommendation phase.

8.2.3 APP Program Intent: APP is committed to the collaboration of the Artist with the selected Consultant for the Project, other County authorities overseeing the management of the Project (where applicable), and the end-user (where applicable); all as required to fulfill its obligations under the APP Master Plan & Implementation Guidelines to promote the successful integration of the artwork and the Site. Collaborative efforts shall, by definition, include the Artist as a member of the Design Team and the continuous and proactive involvement of the Consultant and his designees, the Artist, and APP staff during all phases of the Project development, all as required to ensure that the requisites of form and function, with respect to both the building architecture and Art, are satisfied and do not conflict with one another. APP staff will be involved in all aspects of administering the Art selection and the implementation process and will be available to render assistance to the Consultant as may be required to facilitate the integration of Art in the Project and Site, including but not limited to, providing expert advice on matters intrinsic to the public art processes.

8.2.4 Coordination of APP Construction Documents Development: In consultation with APP and the Artist, the Consultant shall make all the necessary provisions and coordinate the development and/or incorporation of the Art Scope of Work ("Art Scope"), including any architectural/engineering details and/or specifications into the Building Contract Documents for the Project, irrespective of whether developed by the Consultant or provided by the Artist's own forces. The Consultant shall coordinate and/or develop the design of elements necessary for the Art Scope such as anchorage, electrical, and plumbing systems, or other utility installations and/or connections that represent ancillary elements to the Art, in a manner consistent with the APP Intent. Prior to the construction contract award, the Consultant shall provide technical support, including but not limited to assisting the Artist in the development of preliminary and final construction estimates for the ancillary infrastructure work described above that is to become part of the Base Building Construction package. The Consultant shall itemize and assign building construction unit costs for work that is mutually agreed among the Consultant, Artist, and APP to be consequential to the Art. The estimate of "Probable Construction Costs" will include any impacts to the building architecture ("Art Impact" or "Debit") as well as any "de-scoping" to the building architecture due to assimilation within the Art Scope ("Building Credit"). The unit cost estimates described above may be used by APP to negotiate with the Contractor any reimbursement due to either the Project from the Art Fund or to the Art Fund from the Project as an aggregate to the APP 1.5% contribution.

8.2.5 APP Construction Coordination: The Consultant shall coordinate the review and comment (as may be applicable) of shop drawings developed by the Trade Contractors that incorporate elements intrinsic to the Art, and any shop drawings or engineering documents developed by the Artist for compliance with the Building Construction Documents. The Consultant shall assist the Artist in securing building permits as applicable to implementation of the Art (Artist to pay for all costs associated with permitting of the Art

Scope). The Consultant shall provide input on recommended construction procedures/approach and shall coordinate the installation of the Art with the Artist during the construction and shall assist the Artist and APP in the resolution of issues pertaining to construction coordination for the Art. The Consultant shall periodically monitor the progress of construction and inspect, along with the Artist and APP Representative, work by the Artist's own forces and Project Trade Contractors for compliance with the Contract Documents.

8.3 CONTRACT MEASURES:

8.3.1 The Contract Measures applicable to this Project are **28% Community Business Enterprise (CBE).**

8.3.2 To fulfill the requirements of this Article, the Consultant must comply with the Miami-Dade County, Florida Community Business Enterprise Program Participation Provisions prepared by Miami-Dade County's Internal Services Department (ISD) and the level of participation as shown in the Consultant's proposal for this project.

8.3.3 The Director may declare the Consultant in default of this Agreement for failure of the Consultant to comply with the requirements of this paragraph.

8.4 BABY DIAPER CHANGING ACCOMMODATIONS:

Consultant agrees to incorporate as part of any design for this project, baby diaper-changing accommodations accessible to both women and men, in accordance with Miami-Dade County Code Section 8A-114.

8.5 SUSTAINABLE BUILDING PROGRAM:

8.5.1 The primary mechanism for determining compliance with the Sustainable Building Program shall be in 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' 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.

8.5.2 Miami-Dade County, through the Sustainability Program Manager, establishes goals for lowering energy consumption and other natural resources (i.e., Resolutions R-228-09 and R-795-12). The Consultant shall participate, as requested by the Owner, in exercises that quantify and identify potential areas/initiatives for achieving savings through the reduction of energy usage and consumption of natural resources.

8.6 ENERGY EFFICIENT BUILDING TAX CREDIT:

8.6.1 (applicable to projects that meet the program requirements): The Energy Policy Act (EPAct) of 2005 (Section 1331) established IRS Section 179D, allows taxpayers to accelerate depreciation on the cost of qualified energy efficient commercial building property placed-n-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.

8.6.2 The Consultant as referenced in page 1 of this agreement, 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 the Owner 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 the Owner (the determination of rebate versus discount to be determined by the Owner in its sole discretion) in an amount equal to the total financial benefit realized by the Consultant; at the time the financial benefit to the Consultant becomes ascertainable.
3) The Owner 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 Owner 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 the Owner.

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

CONSULTANT (CORPORATION)

M.C. Harry & Associates, Inc.
(Legal Name of Corporation)

ATTEST:

Secretary: _____
(Signature and Seal)

FEIN: _____

By: _____
~~Consultant~~ Signature

Craig Aquart, AIA
(Type Name) Secretary

Lourdes Solera, FAIA President
(Type Name & Title)

CONSULTANT (INDIVIDUAL, PARTNERSHIP OR JOINT VENTURE)

_____
Legal Name

Witness: _____ By: _____
Signature

Witness: _____
(Type Name)

FEIN/SSN: _____

MIAMI-DADE COUNTY, FLORIDA

ATTEST:

_____, CLERK

Date: _____

BY: _____
Deputy Clerk

By: _____
County Mayor

(Miami-Dade County Seal)

Approved as to form and legal sufficiency

_____
Assistant County Attorney

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APPENDIX 1 - PRINCIPALS OF THE CONSULTANT AND CRITICAL PERSONNEL

James W. Piersol, AIA, LEED AP, CCS, Principal-in-Charge and Project Director

Thomas Carlson, AIA, LEED AP, Design Principal, Interior Design

Lourdes Solera, FAIA, LEED AP, Project Manager, Project Architect

Craig Aquart, AIA, LEED AP, Construction Administration

Lawrence Arrington, AIA, CSI, NCARB, LEED AP, Specifications Writer, Code Compliance

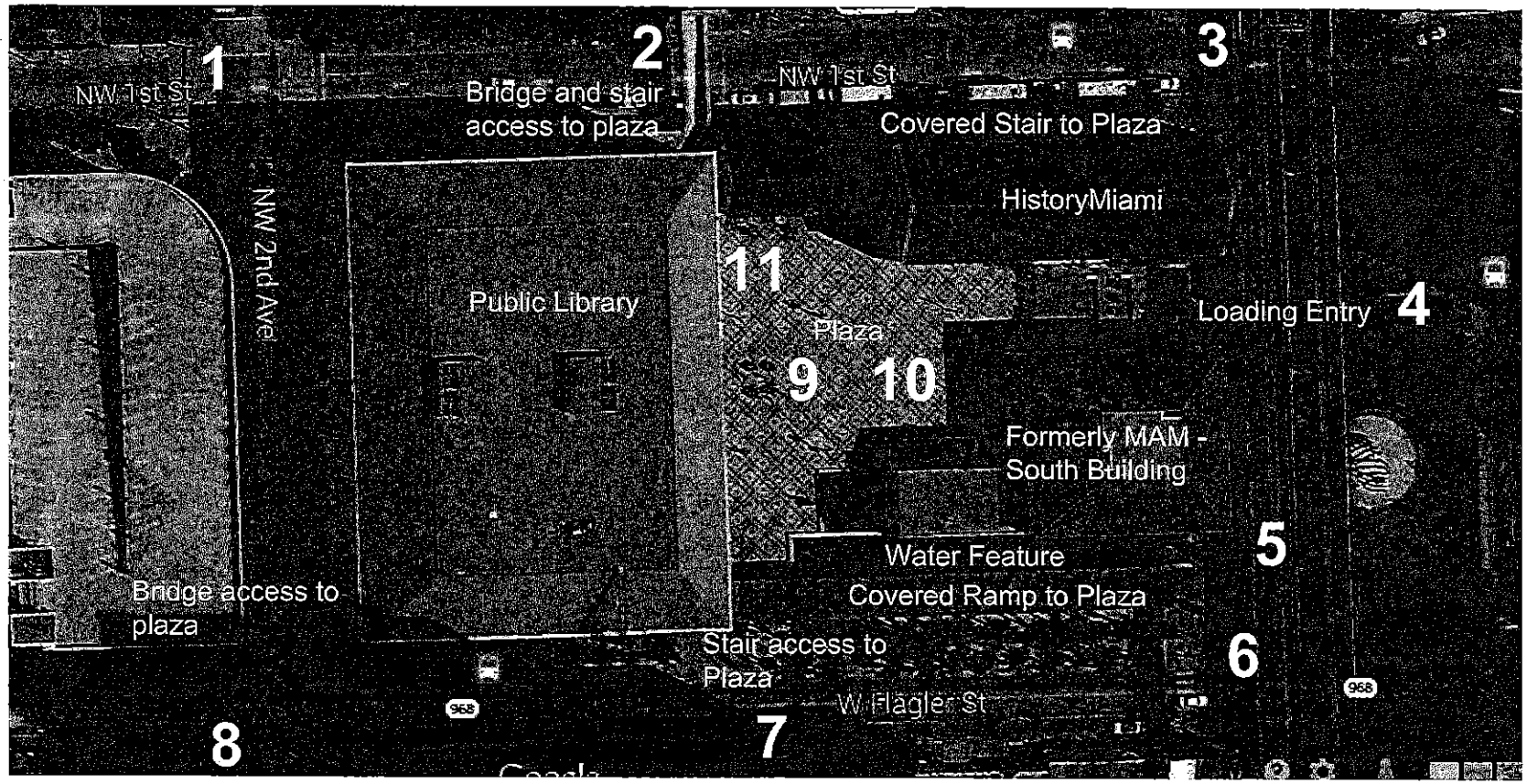
APPENDIX 2 – HOURLY RATES

Hourly Rates (to be used if necessary under additional services):

	Amount
Principal Architect H3	295.00
Principal Architect MC Harry	180.00
Principal Engineer	180.00
Senior Architect	180.00
Staff Architect	140.00
Project Manager	140.00
Drafting/3D Modeling Senior	100.00
Drafting/3D Modeling Junior	80.00
Landscape Architect Senior	160.00
Landscape Architect	115.00
Civil Engineer	125.00
Structural Engineer	125.00
M/E/P/F Engineer	125.00
Staff Engineer	100.00
Clerical	75.00
Museum consultant-Principal	295.00
Museum consultant-Senior Interpretive Planner	115.00
Museum consultant-Exhibit Coordinator	85.00
Museum consultant-Graphic Designer	85.00
Acoustical consultant	160.00
Sound and communications consultant	160.00
LEED consultant	150.00
Roofing and Building Envelope consultant	150.00
Security consultant	125.00
Cost Estimator	125.00
Scheduling consultant	125.00

Escalation – Not allowed
Direct costs multiplier - Not allowed

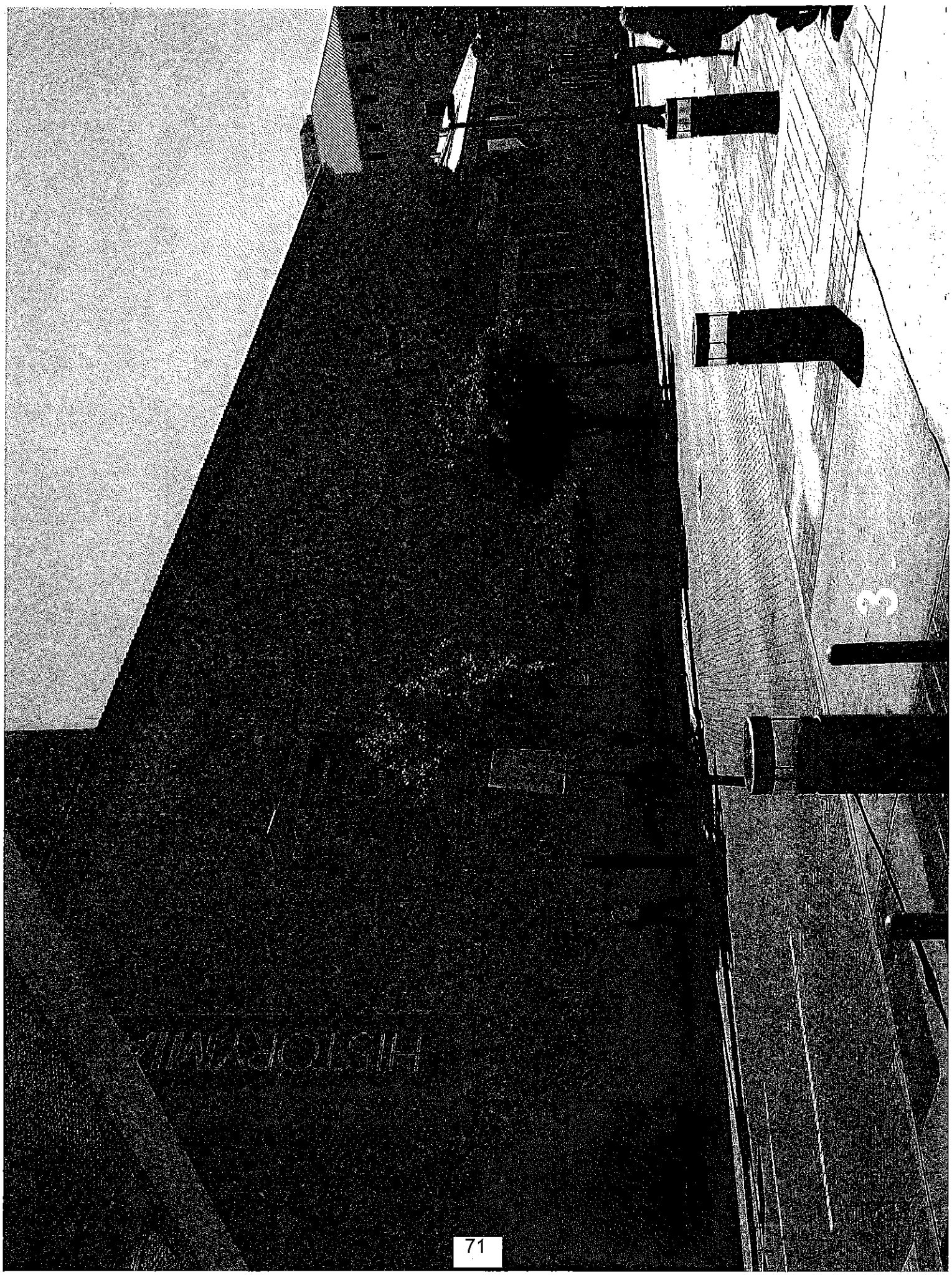
TMC



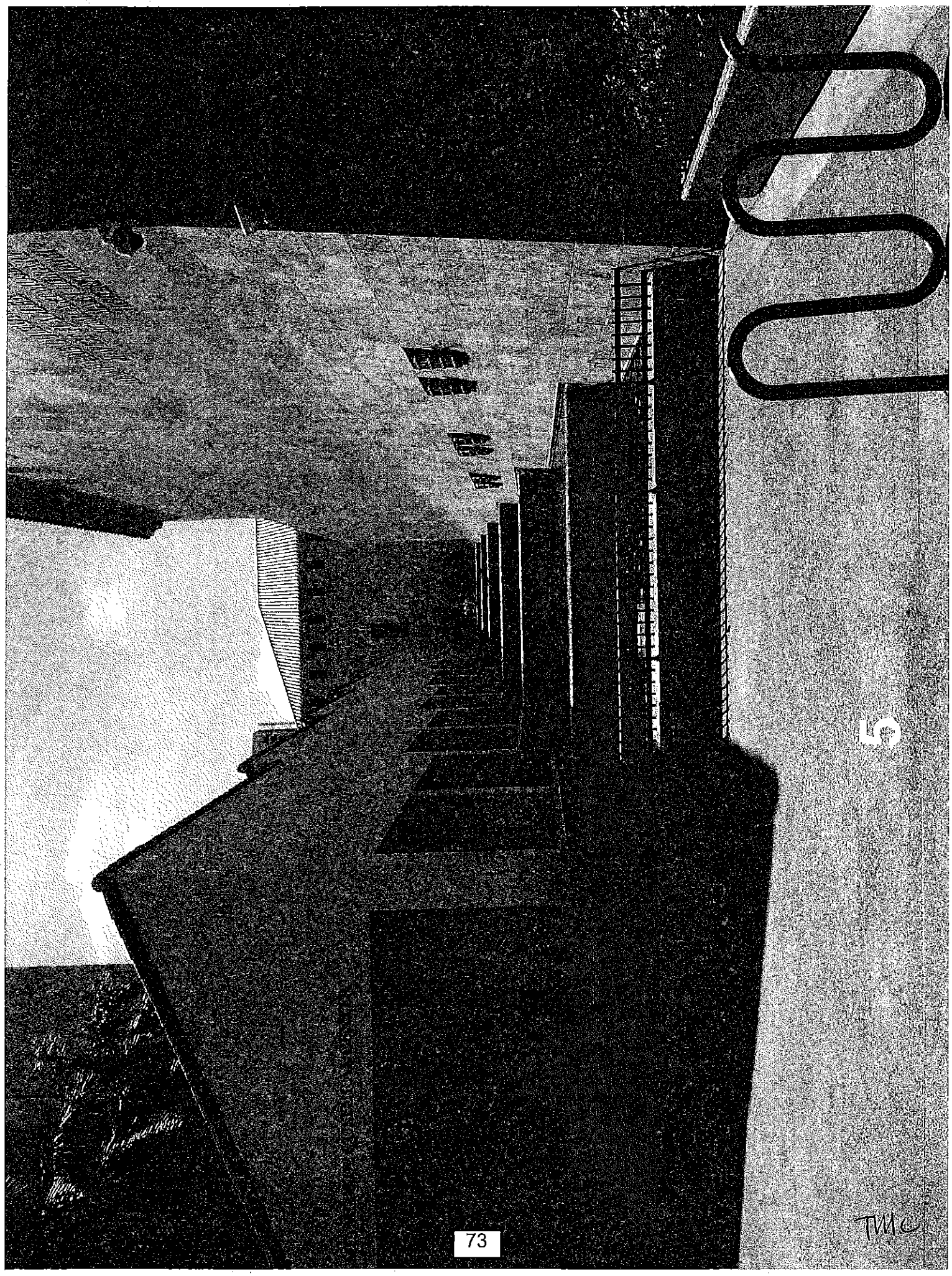
Numbers refer to location of the following images:

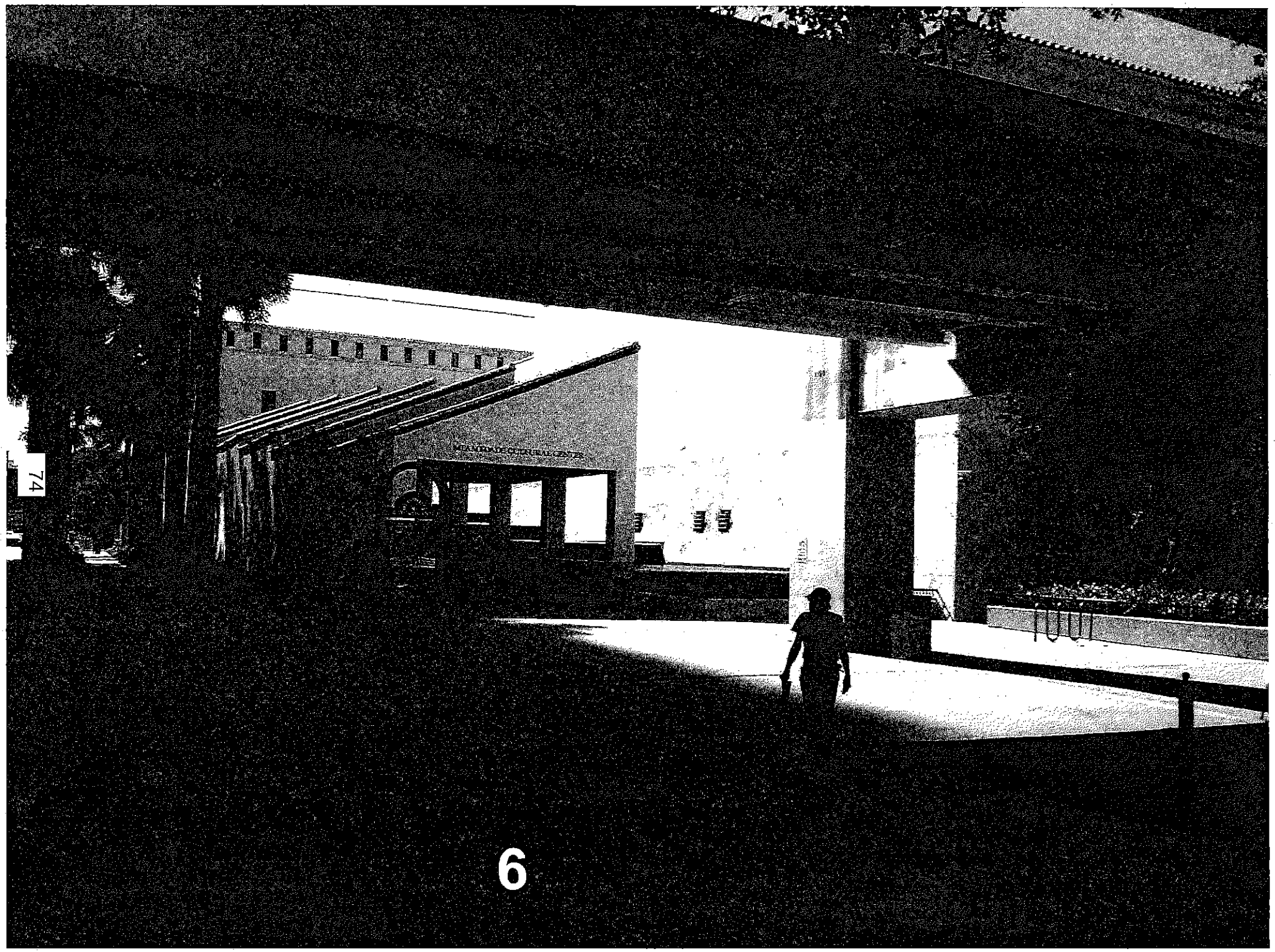
TMC

2



4





74

6

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8

TMC

TMC

11

Miami-Dade County
Internal Services Department
Affirmation of Vendor Affidavits

In accordance with Ordinance 07-143 amending Section 2-8.1 of the Code of Miami-Dade County, effective June 1, 2008, vendors are required to complete a new Vendor Registration Package, including a Uniform Affidavit Packet (Vendor Affidavits Form), before being awarded a new contract. The undersigned affirms that the Vendor Affidavits Form submitted with the Vendor Registration Package is current, complete and accurate for each affidavit listed below.

Contract No.: A13CUA026OB **Federal Employer Identification Number (FEIN):** 59 2281430

Contract Title: History Miami Renovation project

Affidavits and Legislation/ Governing Body

1.	***Miami-Dade County Ownership Disclosure*** *Sec. 2-8.1 of the County Code*	6.	***Miami-Dade County Vendor Obligation to County*** *Section 2-8.1 of the County Code*
2.	***Miami-Dade County Employment Disclosure*** *County Ordinance No. 90-133, amending Section 2.8-1(d)(2) of the County Code*	7.	***Miami-Dade County Code of Business Ethics*** *Article 1, Section 2-8.1(i) and 2-11(b)(1) of the County Code through (6) and (9) of the County Code and County Ordinance No 00-1 amending Section 2-11.1(c) of the County Code.*
3.	***Miami-Dade County Employment Drug-free Workplace Certification*** *Section 2-8.1.2(b) f the County Code*	8.	***Miami-Dade County Family Leave*** *Article V of Chapter 11 of the County Code*
4.	***Miami-Dade County Disability Non-Discrimination*** *Article 1, Section 2-8.1.5 Resolution R182-00 amending R-385-95*	9.	***Miami-Dade County Living Wage*** *Section 2-8.9 of the County Code*
5.	***Miami-Dade County Debarment Disclosure*** *Section 10.38 of the County Code*	10.	***Miami-Dade County Domestic Leave and Reporting*** *Article 8, Section 11A-60 11A-67 of the County Code*

Lourdes Solera, FAIA — Printed Name of Affiant
president — Printed Title of Affiant
Signature of Affiant
M.C. Harry & Associates, Inc. — Name of Firm
02/02/2015 — Date
2780 S.W. Douglas Rd Suite 302 Miami — Address of Firm
Florida — State
33133 — Zip Code

Notary Public Information

Notary Public – State of Florida County of Miami-Dade

Subscribed and sworn to (or affirmed) before me this 2nd day of, Febwary 20 15

by Lourdes Solera, FAIA He or she is personally known to me ☑ or has produced Identification ☐

Type of Identification produced N/A

Signature of Notary Public
EE831842 — Serial Number

LIZZETTE CAROLINA GARCIA NOTARY PUBLIC STATE OF FLORIDA Comm# EE831842 Expires 9/3/2016
Print, Type or Stamp of Notary Public

9/3/2016 — Expiration Date

LIZZETTE CAROLINA GARCIA NOTARY PUBLIC STATE OF FLORIDA Comm# EE831842 Expires 9/3/2016
Notary Public Seal

ISD Form 7 - SUBCONTRACTOR/SUPPLIER LISTING

(Miami-Dade County Code Sections 2-8.1, 2-8.8 and 10-34)

Firm Name of Prime Contractor/Respondent M. C. Harry & Associates, Inc FEIN # 59-2281430

Project/Contract Number A13 CUA 0260B

In accordance with Sections 2-8.1, 2-8.8 and 10.34 of the Miami-Dade County Code, this form must be submitted as a condition of award by all bidders/respondents on County contracts for purchase supplies, materials or services, including professional services which involve expenditures of $100,000 or more, and all bidders/respondents on County or Public Health Trust construction contracts which involve expenditures of $100,000 or more. The bidder/respondent who is awarded this bid/contract shall not change or substitute first tier subcontractors or direct suppliers or the portions of the contract work to be performed or materials to be supplied from those identified, except upon written approval of the County. The bidder/respondent should enter the word "NONE" under the appropriate heading of this form if no subcontractors or suppliers will be used on the contract and sign the form below.

In accordance with Ordinance No. 11-90, an entity contracting with the County shall report the race, gender and ethnic origin of the owners and employees of all first tier subcontractors/suppliers. In the event that the successful bidder demonstrates to the County prior to award that the race, gender, and ethnic information is not reasonably available at that time, the successful bidder shall be obligated to exercise diligent efforts to obtain that information and 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.

(Please duplicate this form if additional space is needed.)

Business Name and Address of First Tier Subcontractor/ Sub-consultant	Principal Owner	Scope of Work to be Performed by Subcontractor/ Sub-consultant	Principal Owner (Enter the number of male and female owners by race/ethnicity)								Employee(s) (Enter the number of male and female employees and the number of employees by race/ethnicity)							
			Gender		Race/Ethnicity						Gender		Race/Ethnicity					
			M	F	White	Black	Hispanic	Asian/Pacific Islander	Native American/Native Alaskan	Other	M	F	White	Black	Hispanic	Asian/Pacific Islander	Native American/Native Alaskan	Other
M. C. Harry & Associates	Lourdes Solera, FAIA		X				X				13	10	8	5	9	1		
2780 S.W. Douglas Rd	Craig Aquart, AIA			X			X											
Suite 302 Miami FL 33133	Javier Torres, AIA		X			X												

Business Name and Address of First Tier Direct Supplier	Principal Owner	Supplies/Materials/ Services to be Provided by Supplier	Principal Owner (Enter the number of male and female owners by race/ethnicity)								Employee(s) (Enter the number of male and female employees and the number of employees by race/ethnicity)							
			Gender		Race/Ethnicity						Gender		Race/Ethnicity					
			M	F	White	Black	Hispanic	Asian/Pacific Islander	Native American/Native Alaskan	Other	M	F	White	Black	Hispanic	Asian/Pacific Islander	Native American/Native Alaskan	Other

☐ Mark here if race, gender and ethnicity information is not available and will be provided at a later date. This data may be submitted to Contracting/User department or on-line to the Small Business Development Division of the Regulatory and Economic Resources Department at http://new.miamidade.gov/business/business-development.asp.

I certify that the representations contained in this Subcontractor/Supplier listing are to the best of my knowledge true and accurate.

Signature of Bidder/Respondent	Print Name	Print Title	Date
	Lourdes Solera, FAIA	President	02/02/2015

SUB 100 Rev. 6/12

FAIR SUBCONTRACTING PRACTICES

In compliance with Section 2-8.8 of the Miami-Dade County Code, the Proposer submits the following detailed statement of its policies and procedures for awarding subcontracts:

I hereby certify that the foregoing information is true, correct and complete.

Signature of Authorized Representative: _____

Title: President Date: 02/02/2015

Proposer's Name: Lourdes Solera, FAIA

MIAMI-DADE COUNTY – INTERNAL SERVICES DEPARTMENT (ISD)

ISD FORM NO. 10 – SUBCONTRACTORS PAYMENT REPORT

(Ordinance 11-90)

In accordance with Sections 2-8.8 of the County Code (as amended by Ordinance No. 11-90), an entity contracting with the County as a condition of final payment under a contract, the contractor shall identify all subcontractors used in the work, the amount of each subcontract, and the amount paid to each subcontractor. In the event that the contractor intends to pay less than the subcontract amount, the contractor shall deliver to the County a statement explaining the discrepancy or any disputed amount.

This form may be submitted after final payment to each subcontractor or comprehensively at the end of the contract with final requisition/invoice. All payments to subcontractors must be submitted as a condition of final payment by Miami-Dade County. Please include in the "Total Amount Paid" column any funds that will be paid to subcontractors from the final payment issued by the County and denote such an amount with an asterisk (*). Attach statements explaining discrepancies between Contract Value and Total Amount Paid when applicable.

PRIME CONTRACTOR/VENDOR: M.C. Harry & Associates, Inc.

FEIN: 59-2281430

PROJECT/CONTRACT NAME: History Miami Renovation Project

PROJECT/CONTRACT NUMBER: A13 CUA 02 GOB

CONTRACT AWARD DATE: 02/02/2015

CONTRACT AWARD AMOUNT: $1,650,000

SUBCONTRACTOR	FEIN	CONTRACT VALUE	TOTAL AMOUNT PAID
Bliss & Nyitray, Inc	591203311	$ TBD	$
SDM Consulting Engineers Inc	592346110	$ TBD	$
Miller Legg & Associates	650563467	$ TBD	$
Consulting Engineering & Science	592095013	$ TBD	$
Synergetic Acoustic Designs LLC	273009931	$ TBD	$
H3 Hardy Collaboration Architecture	113722527	$ TBD	$
Gallagher & Associates	522185723	$ TBD	$
Mary Means & Associates	462885739	$ TBD	$
Ross & Barzzini, Inc.	430787438	$ TBD	$
		$	$

COMPLETED FORM MUST BE INCLUDED WITH FINAL REQUISITION/INVOICE TO THE CONTRACTING/USER DEPARTMENT.

Signature	Print Name and Title	Date
	Lourdes Solera, FAIA	02/02/2015

For Departmental Use Only

Department Signature	Print Name and Title	Date	Contractor In Compliance ☐