Memorandum

Date:	June 7, 2016
To:	Honorable Chairman Jean Monestime and Members, Board of County Commissioners
From:	Carlos A. Gimenez Mayor
Subject:	Award Recommendation for Professional Services Agreement with Hazen and Sawyer, P.C. for Utilities Master Plan (Sanitary Sewer)

Agenda Item No. 8(A)(3)

Recommendation

It is recommended that the Board of County Commissioners (Board) approve the attached Professional Services Agreement (PSA) with Hazen and Sawyer, P.C. in the amount of $2,288,206.00, and authorize the County Mayor or the County Mayor's designee to execute the agreement for and on behalf of the County.

Delegation of Authority

In accordance with Miami-Dade County Code Section 2-8-3 related to identifying delegation of Board authority contained within the Agreement, the County Mayor or the County Mayor's designee has the authority to exercise the renewal options and to terminate the Agreement.

PROJECT NAME:	Utilities Master Plan (Sanitary Sewer)
ISD A/E PROJECT NO.:	E15-MDAD-02
CONTRACT NO.:	E15-MDAD-02
PROJECT DESCRIPTION:	This project will consist of complying with the new Miami-Dade County Regulatory and Economic Resources - Division of Environmental Resources Management (RER-DERM) Sanitary Sewer Consent Decree (SSCD) capacity, management, operation and maintenance program and updating and maintaining the sanitary sewer master plan for Miami-Dade Aviation Department (MDAD) facilities. The scope of work includes collecting and reviewing as-built data, field verifying as-built conditions, updating the utility atlas, updating the existing modeling scenario, re-establishing the future modeling scenarios, updating the master plan document, reviewing and updating the MDAD design guidelines, reviewing and updating the technical specifications, and assisting the Department with environmental and permitting issues.

PROJECT LOCATION:	Miami International Airport (MIA), Miami-Opa locka Executive Airport (OPF), Miami Executive Airport (TMB), Miami Homestead General Aviation Airport (X51), and Dade-Collier Training and Transition Airport (TNT)
COMMISION DISTRICT:	Various
APPROVAL PATH:	Board of County Commissioners
USING DEPARTMENT:	MDAD
MANAGING DEPARTMENT:	MDAD
Fiscal Impact/Funding Source	
FUNDING SOURCE:	MDAD Operating Budget
OPERATIONS COST IMPACT:	Not applicable
MAINTENANCE COST IMPACT/FUNDING:	Not applicable
PTP FUNDING:	No
GOB FUNDING:	No
PROPOSALS RECEIVED:	Two (2)
SUSTAINABLE BUILDINGS ORDINANCE (I.O. NO. 8-8):	No sustainable opportunities
CONTRACT PERIOD:	Six (6) years
OPTION(S) TO EXTEND:	Two (2) one (1) year options to renew
CONTINGENCY PERIOD:	None
INSPECTOR GENERAL (IG) FEE INCLUDED IN BASE CONTRACT:	No
ART IN PUBLIC PLACES:	No
BASE ESTIMATE:	$2,075,000.00

CONTINGENCY ALLOWANCE (Section 2-8.1 Miami-Dade County Code):	10 percent / $207,500.00
INSPECTOR GENERAL FEE:	$5,706.00
DEDICATED ALLOWANCE:	None
TOTAL AMOUNT:	$2,288,206.00
SEA LEVEL RISE:	Not applicable
Track Record/Monitoring DUE DILIGENCE:	Pursuant to Resolution No. R-187-12, due diligence was conducted to determine the consultant's responsibility, including verifying corporate status and that no performance or compliance issues exist. The following searches revealed no adverse findings for the proposing entity: Small Business Development (SBD) database, convicted vendors, debarred vendors, delinquent contractors, suspended vendors, and federal excluded parties list. The Capital Improvements Information System database reflects that Hazen & Sawyer, P.C. has an overall 3.9 rating (4.0 = Superior Performance).
SBD HISTORY OF VIOLATIONS:	None on record
MINIMUM QUALIFICATIONS:	The Prime must have a minimum of 10 years cumulative experience, from the submittal date, in developing and maintaining sanitary sewer collection and transmission master plans and associated computer modeling in airport and municipal systems of equal size and complexity as MIA.
FIRM:	Hazen and Sawyer, P.C.
COMPANY PRINCIPALS:	Patricia Carney, P.E. James T. Cowgil, P.E. Fernando Chiriboga
LOCATION OF COMPANY:	999 Ponce de Leon Blvd. Suite 1150 Coral Gables, Florida 33134

PREVIOUS AGREEMENTS WITH THE COUNTY WITHIN THE PAST FIVE (5) YEARS:	See attached firm history report from the County's SBD Division.
ASSIGNED CONTRACT MEASURES:	SBE-A/E 10 percent / $200,000.00
CONTRACT MEASURES ACHIEVED AT AWARD:	10 percent
SBE-A/E SUBCONSULTANTS:	Robayna and Associates, Inc. 4 percent Civil Works, Inc. 2 percent Cardozo Engineering, Inc. 2 percent 300 Engineering Group 2 percent
RESPONSIBLE WAGES:	No
MANDATORY CLEARINGHOUSE:	Not applicable
CONTRACT MANAGER:	Joaquin Menendez/ jmenendez@miami-airport.com
PROJECT MANAGER:	Joaquin Menendez/ jmenendez@miami-airport.com

Background

The utility master plan is required to provide MDAD with the tools to operate, maintain, monitor and upgrade utility infrastructure at all MDAD Facilities. Two primary needs are to satisfy requirements for regulatory compliance and operating permits.

MDAD must meet regulatory compliance requirements such as the Sanitary Sewer Evaluation and Peak Flow Studies as mandated by Chapter 24 of the Miami-Dade County Code.

SELECTION PROCESS:

On August 17, 2015, a Notice to Professional Consultants was issued under full and open competition. On September 18, 2015, the Clerk of the Board received two (2) proposals.

In accordance with Chapter 287.055 of the Florida Statutes and Chapter 2-10.4 of the Code of Miami-Dade County, both of which govern certification, selection, and negotiation procedures, the Competitive Selection Committee held a first-tier meeting on November 23, 2015, to review the submittals. The Committee

determined that the information provided in the proposals was sufficient to determine the qualifications of the teams, waived the second-tier phase, ranked the firms, and recommended negotiations with the top-ranked firm Hazen and Sawyer, P.C. The firms were ranked as follows:

Hazen and Sawyer, P.C.
Ordinal Score three (3)
Total Qualitative Score 274
Final Ranking one (1)

Woolpert, Inc.
Ordinal Score six (6)
Total Qualitative Score 242
Final Ranking two (2)

Hazen and Sawyer, P.C. was found by the Selection Committee to have met the qualification requirements. On March 8, 2016, the Negotiation Committee successfully negotiated an agreement with Hazen and Sawyer, P.C.

Jack, Osterholt, Deputy Mayor

MEMORANDUM

(Revised)

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

DATE: June 7, 2016

FROM: Abigail Price-Williams
County Attorney

SUBJECT: Agenda Item No. 8(A)(3)

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**
_____	**Statement of social equity 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(A)(3)
6-7-16

RESOLUTION NO. _____

RESOLUTION APPROVING PROFESSIONAL SERVICES AGREEMENT BETWEEN MIAMI-DADE COUNTY AND HAZEN AND SAWYER, P.C. FOR UTILITIES MASTER PLAN (SANITARY SEWER) SERVICES, PROJECT NO. E15-MDAD-02; IN AN AMOUNT NOT TO EXCEED $2,288,206.00 AND FOR A TERM OF SIX YEARS WITH TWO ONE YEAR OPTIONS TO RENEW; AND AUTHORIZING THE COUNTY MAYOR OR THE COUNTY MAYOR'S DESIGNEE TO EXECUTE THE AGREEMENT AND TO EXERCISE THE PROVISIONS THEREOF, INCLUDING THE RENEWAL AND TERMINATION 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 the Board hereby approves the Professional Services Agreement between Miami-Dade County and Hazen and Sawyer, P.C. for Utilities Master Plan (Sanitary Sewer) Services - Project No: E15-MDAD-02, in substantially the form attached hereto, in an amount not to exceed $2,288,206.00, for a term of six (6) years with two one year options to renew, all as more particularly set forth in the accompanying memorandum from the County Mayor; and authorizes the County Mayor or the County Mayor's designee to execute the same for and on behalf of the County and to exercise the provisions thereof, including the renewal and termination provisions 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 7th day of June, 2016. 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.

David M. Murray

MIAMI DADE COUNTY
Small Business Development
A&E Firm History Report
From: 02/28/2011 To: 02/29/2016

DBD
DEPARTMENT OF BUSINESS DEVELOPMENT

FIRM NAME: HAZEN AND SAWYER, P.C.
999 Ponce De Leon Blvd, Suite #1150
Coral Gables, FL 33134

PRIMES

PROJECT #	CONTRACT	DEPT.	MEASURES	AWARD DATE	AWARD AMOUNT
EDP-WS-SR-211	1	WS	NO MEASURE	09/15/2014	$197,131.00
NW WELLFIELD WATER TREATMENT PLANT EVALUATION					
					$197,131.00
E14-WASD-03	1	WS	GOAL - CBE CBE 32%	07/14/2015	$11,000,000.00
PROFESSIONAL ENGINEERING SERVICES RELATING TO THE OPERATION AND MAINTENANCE OF THE WATER AND SEWER DEPARTMENT'S WATER SYSTEM			GOAL - SBE SBE 1%		
					$11,000,000.00

Total Award Amount	**$11,197,131.00**
Total Change Orders Approved by BCC	**$0.00**

* Indicates closed or expired contracts
Disclaimer: Payments shown may not reflect current information

PROFESSIONAL SERVICES AGREEMENT
UTILITIES MASTER PLAN (SANITARY SEWER)
PROJECT NO.: E15-MDAD-02

This AGREEMENT made as of the _____day of _____in the year 2016, 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 Architect/Engineer: **Hazen and Sawyer, P.C.**
999 Ponce de Leon Blvd.
Suite 1150
Coral Gables, Florida 33134

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

For the Project: **Utilities Master Plan (Sanitary Sewer)**

The selected Consultant is to update and maintain the sanitary sewer master plans for Miami-Dade Aviation Department (MDAD) facilities. The services will include to collect and review as-built data, field verifying as-built conditions, update the utility atlas, update the existing modeling scenario, re-establish the future modeling scenarios, update the master plan document, review and update the MDAD design guidelines, review and update the technical specifications and assist the Department with civil environmental permitting issues.

The Owner and Architect/Engineer agree as set forth herein:

PROFESSIONAL SERVICES AGREEMENT

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APPENDIX 5 SUBCONTRACTOR PAYMENT REPORT

AFFIDAVITS/CERTIFICATE OF INSURANCE

WITNESSETH
ARTICLE 1

DEFINITIONS

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

1.2 AFFIRMATIVE ACTION: Action to be taken by the A/E pursuant to a written, results-oriented program, meeting the requirements of 41 CFR Part 60, in which the A/E details the steps to be taken to ensure equal employment opportunity, including, where appropriate, remedying discrimination against an affected class, or other actions, as necessary.

1.3 AIRPORT: shall mean Miami International Airport, MIA, Miami Opa-locka Airport, Miami Homestead General Aviation Airport, Miami Executive Airport and Dade-Collier Training and Transition Airport.

1.4 AGREEMENT: This written Agreement between the Owner and the A/E, including the Appendices attached hereto and all Amendments and Service Orders issued by the Owner hereunder.

1.5 ALLOWANCE ACCOUNT(S): Account(s) in which stated dollar amount(s) may be included in this Agreement for the purpose of funding portions of the Services or the Work. Allowance Accounts are included in this Agreement to pay for Additional Services, Work Site Services, Dedicated Services, Reimbursable Expenses, or Inspector General Services. Services to be paid from these Allowance Accounts shall be authorized by Service Order prior to the commencement of the work under the Service Order.

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

1.7 ARCHITECT/ENGINEER (A/E or CONSULTANT): The named entity on page 1 of this Agreement.

1.8 ART IN PUBLIC PLACES: A Miami-Dade County program responsible for initiating and overseeing the incorporation of art into new County facilities.

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

1.10 SMALL BUSINESS ENTERPRISE (SBE-A/E) (Formerly Community Business Enterprise): A firm providing architectural, landscape architectural, engineering, or surveying and mapping professional services, including a design-build firm, which has a valid business tax receipt issued by Miami-Dade County at least one (1) year prior to certification, an actual place of business in Miami-Dade County, not a Virtual Office, and whose three (3) year average annual gross revenues do not exceed $500,000.00 for all

Tier 1 SBE-A/E's, $2,000,000.00 for all Tier 2 SBE-A/E's, $4,500,000.00 for Tier 3 SBE-A/E's in the case of architectural services, or $6,000,000.00 for Tier 3 SBE-A/E's in the case of landscape architectural services, engineering, and surveying and mapping services.

1.11 CONSTRUCTABILITY: The optimum use of construction knowledge and experience in planning, design, procurement, and field operations to achieve overall Project objectives.

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

1.13 CONTRACT DOCUMENTS: The legal agreement between the Owner and the Contractor for performance of Work. The documents prepared by the A/E 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 be limited to, the Advertisement for Bids, Instructions to Bidders, Bid Form, Bid Bond, Contract Summary, Surety Performance and Payment Bond, General Conditions, Special Provisions, Division 1, Technical Specifications, and Plans together with all Addenda, and subsequent Change Orders, and Work Orders.

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

1.15 DAYS: Reference made to Days shall mean consecutive calendar days.

1.16 DEDICATED SERVICES: Services performed pursuant to a Dedicated Allowance Account(s) that are beyond the requirements for Primary Services and Additional Services under this Agreement and shall be performed as required upon receipt of a Service Order. Such Services, if any, are specified in the Special Provisions.

1.17 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.

1.18 DELIVERABLES REQUIREMENTS MANUAL: A manual provided by the Owner that prescribes the deliverables and their content to be provided by design professionals. This manual is made a part of this Agreement by reference.

1.19 DESIGN DELIVERABLES: Deliverables to be presented and Services to be performed by the A/E at various Phases of design. The design deliverables are to comply with the requirements of the Deliverables Requirements Manual and/or Service Order.

1.20 DESIGN DEVELOPMENT: That portion of the Services comprising of the Primary

Services which the A/E shall perform in accordance with the terms of this Agreement when directed and authorized by Service Order.

1.21 DESIGN GUIDELINES MANUAL: A manual provided by the Owner which comprises design standards and guidelines for use by the A/E and other design professionals as provided by Service Order. It is made a part of this Agreement by reference.

1.22 DESIGN SCHEDULE AND COST MANAGEMENT PLAN (DSCMP): A progress schedule and earned value measurement plan for the Design Deliverables that will be developed by the A/E in accordance with the Project and Phase schedule provided by the Owner. The DSCMP shall meet all Project and Phase milestones in the Owner provided schedule and shall be approved by the Project Manager. The Design Schedule and Cost Management Plan (DSCMP) earned value procedures are based upon the agreed weighted percentage values of the deliverables for each Primary Services Phase.

1.23 DIRECT SALARIES: Monies paid at regular intervals to personnel other than principals of the A/E directly engaged by the A/E on the Project, as reported to the Director of United States Internal Revenue Service and billed to the Owner hereunder on a Multiple of Direct Salaries basis pursuant to a Service Order for Additional Services under this Agreement. Personnel directly engaged on the Project by the A/E may include architects, engineers, designers, and specifications writers engaged or assisting in research, design, production of drawings, specifications and related documents, Work Related Services and other services pertinent to the Project Elements.

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

1.25 EQUAL EMPLOYMENT OPPORTUNITY: Opportunity provided by the A/E pursuant to Executive Order 11246, as amended, and required to be part of all contracts covered by said Executive Order.

1.26 FIELD REPRESENTATIVE: An authorized representative of the Owner providing administrative and construction inspection services during the pre-construction, construction, and closeout Phases of the Contract.

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

1.28 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.

1.29 MIAMI-DADE AVIATION DEPARTMENT (MDAD or Department): A department of Miami-Dade County government, sometimes referred to as Owner, represented by and acting through the Director or his Designee(s).

1.30 MULTIPLE OF DIRECT SALARIES: A basis for compensation of the A/E for Services performed.

1.31 OWNER: Miami-Dade County acting through the Department. The term Owner as used in this Agreement shall exclude the regulatory departments of Regulatory and Economic Resources (RER), Zoning and Development Services Division, (formerly the Building and Zoning Department); Department of Public Works and Waste Management (PWWM); the Fire Department; and Water & Sewer Department; or their successors.

1.32 PERIOD OF WORK RELATED SERVICES: Services beginning on the date established in the Notice to Proceed (NTP) for commencement of the Work through the time allowed for substantial completion of the Work contained in the Contract Documents.

1.33 PHASE: The portion of the Primary Services that shall be accomplished by the A/E for each of the Project's elements or a portion or combination thereof as described in the article "Primary Services" herein:

Phase 1A	-	Program Verification
Phase 1B	-	Schematic Design
Phase 2	-	Design Development
Phase 3A	-	30% Contract Documents
Phase 3B	-	75% Contract Documents
Phase 3C	-	100% Contract Documents
Phase 3D	-	Bid Documents
Phase 4	-	Bidding & Award of Contract
Phase 5	-	Work Related Services

1.34 PLANS: The drawings prepared by the A/E which show the locations, characters, dimensions and details of the Work to be done and which are parts of the Contract Documents.

1.35 PRIMARY SERVICES: Those services that the A/E shall perform in accordance with the terms of the Agreement as directed and authorized by Service Order(s). Any Services not specifically addressed as Additional Services, Work Site Services, or Dedicated Services are considered Primary Services.

1.36 PRIMARY SERVICES FEE: The basis for compensation of the A/E for the Primary Services performed under this Agreement.

1.37 PROBABLE CONSTRUCTION COST: The latest approved written estimate of Construction Cost to the midpoint of construction broken down by the 16 Division format developed by the Construction Specification Institute (CSI) or unit price bid items, including construction allowance contingencies, submitted to the Owner, in a format provided by the Owner, in fulfillment of the requirement(s) of this Agreement.

1.38 PROFESSIONAL CONSTRUCTION ESTIMATOR: An individual construction estimator affiliated with a professional firm, company, joint venture, or corporation to provide and analyze 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 Primary Services requiring the submittal of a Probable Construction Cost

1.39 PROGRAM: The initial description of a Project that comprises line drawings, narrative, cost estimates, Project Budget, etc., provided by the Owner in the form of a Project Definition Book and furnished to the A/E.

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

1.41 PROJECT BUDGET: Estimated cost for the Project, prepared by the Owner as part of the Program, including the estimated Construction Cost. The Project Budget may, from time to time, be revised or adjusted by the Owner, at its sole discretion, to accommodate approved modifications or changes to the Project or the scope of work.

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

1.43 PROJECT MANAGER (PM): Individual designated by the Director to represent the Owner during the design and construction of the Project.

1.44 PROLONGED PERIOD OF WORK RELATED SERVICES: The period from the original completion date of the Contract as awarded to the date of official acceptance by the Owner of the Report of Contract Completion furnished by the A/E.

1.45 PUNCH LIST: A running list of defects in the Work as determined by the A/E performing Work Related Services, with input from the Field Representative and the Project Manager. 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.

1.46 RECORD DRAWINGS (AS-BUILT DRAWINGS): Reproducible drawings showing the final completed Work as built, including any change to the Work performed by the Contractor pursuant to the Contract Documents which the A/E considers significant based on marked-up as-built prints, drawings, and other data furnished by the Contractor.

1.47 REIMBURSABLE EXPENSES: Those expenses delineated in Article 6 "Reimbursable Expenses" of this Agreement which are separately approved by the Owner that are incurred by the A/E in the fulfillment of this Agreement and which are to be compensated to the A/E in addition to the Primary Services Fee.

1.48 REVIEW SET: A partial or complete set of Contract Documents, provided by the A/E in accordance with the Deliverables Requirements Manual and/or Service Order, at the specified percentage of completion of a Phase of the Primary Services as provided for in this Agreement, 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 A/E's work nor relieve the A/E of the responsibility for the completeness and accuracy of its Services.

1.49 SCHEMATIC DESIGN: That portion of the Primary Services which the A/E shall perform in accordance with the terms of this Agreement.

1.50 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 A/E, directing the A/E to perform or modify the performance of any portion of the Services.

1.51 SERVICES: All services, work and actions by the A/E performed pursuant to or undertaken under this Agreement.

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

1.53 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 A/E 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 sixty (60) calendar days. The Certificate of Substantial Completion shall not be issued prior to the Contractor obtaining a Final Certificate of Occupancy or a Temporary Certificate of Occupancy and a Final Certificate of Use or a Temporary Certificate of Use from RER's, Zoning and Development Division.

1.54 USER: Entities such as, but not limited to, concessionaires, service managers, airlines, public utilities, and governmental agencies, excluding agencies of the Owner, that have entered into agreements with the Owner for use of portions of the Miami International Airport (MIA) and/or the general aviation airports under the control of the Department.

1.55 USER REVIEW: A review of all design projects by a group which represents the operational aspects of the Airport including MDAD operations and maintenance staff, concessionaires, tenants, service managers, airlines, public utilities, governmental agencies, and other Airport users, to ensure that program and operational needs are being met.

1.56 VALUE ANALYSIS (VA): 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.

1.57 WORK: All labor, materials, tools, equipment, services, methods, procedures, etc., necessary or convenient to performance by the Contractor 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.

1.58 WORK ORDER: A written order, authorized by the Owner, directing the Contractor to perform work under a specific Allowance Account(s) or which directs the Contractor to perform a change in the work that does not have a monetary impact.

1.59 WORK-RELATED SERVICES: Those portions of the Services comprising Phase 5 of the Primary Services that the A/E shall perform in accordance with the terms of this Agreement when directed and authorized by a Service Order

1.60 WORK SEQUENCING SCHEDULE AND STAGING PLAN: Plans prepared by the A/E showing the stage-by-stage sequence of construction, the impact on adjacent or related facilities, and on Airport operations, as well as other features, as necessary, related to the overall schedule of construction.

1.61 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 the A/E shall perform as the Field Representative in accordance with the terms of this Agreement if directed and authorized by Service Order(s).

ARTICLE 2

INFORMATION TO BE FURNISHED BY THE OWNER

2.1 INFORMATION TO BE FURNISHED BY THE OWNER: The information to be furnished by the Owner will be delineated in each Service Order. The Owner will furnish the information to the A/E no later than forty-five (45) days from the issuance of each Service Order.

2.2 OBLIGATION OF THE A/E: The A/E 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 A/E. Such verification shall include visual examination of existing conditions in all locations encompassed by the Project where such examination can be made without using destructive measures, e.g., excavation or demolition. Survey information shall be spot checked to the extent the A/E has satisfied itself as to the reliability of the information.

ARTICLE 3

GENERAL PROVISIONS

3.1 INDEMNIFICATION AND HOLD HARMLESS:

3.1.1 Pursuant to Florida Statutes 725.08 and notwithstanding the provisions of Florida Statutes 725.06, the A/E shall indemnify and hold harmless the Owner, and its officers and employees, from liabilities, damages, losses, and costs including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the A/E and other persons employed or utilized by the A/E in the performance of this Agreement.

3.1.2 To the extent this indemnification clause or any other indemnification clause in this Agreement does not comply with Chapter 725, Florida Statutes, as may be amended, this provision and all aspects of the Contract Documents shall hereby be interpreted as the parties' intention for the indemnification clauses and Contract Documents to comply with Chapter 725, Florida Statutes, as may be amended.

3.1.3 This Section shall survive expiration or termination of this Agreement.

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

The A/E shall furnish certificates of insurance to the Owner prior to commencing any operations under this Agreement. Certificates shall clearly indicate that the A/E has obtained insurance, in the type, amount, and classifications, as required for strict compliance with this Article. The certificates must provide that in the event of material change in or cancellation of the policies reflecting the required coverages, thirty (30) days advance notice shall be given to the MDAD Risk Management Unit.

3.2.1 The A/E shall provide (at its own cost):

a. Workers' Compensation, as required by Chapter 440, Florida Statutes.

b. Automobile Liability Insurance, covering all owned, non-owned, and hired vehicles used in connection with the work in an amount not less than $1,000,000 combined single limit for bodily injury and property damage liability.

Under no Circumstances are vehicles permitted on the Air Operations Area (AOA) without increasing automobile coverage to $5,000,000. Only company owned or company leased vehicles leased from a leasing company will be permitted on the airfield. No such vehicles shall be permitted airfield access following final acceptance of the Work.

c. Commercial General Liability Insurance on a comprehensive basis, including contractual liability, products, and completed operations, in an amount not less than $300,000 combined single limit, per occurrence for bodily injury and property damage. Miami-Dade County must be an Additional Insured with respect to this coverage.

d. Professional Liability Insurance (Errors and Omissions), in an amount not less than $1,000,000 per claim with the deductible per claim, if any, not to exceed ten percent (10%) of the limit of coverage. This insurance shall be maintained for one (1) year after the completion and acceptance by the Owner of the Services performed pursuant to this Agreement.

3.2.2 All insurance policies required herein 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 financial strength, and no less than "Class VII" as to financial size according with the latest edition of Key Rating Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the written approval of the Owner.

3.2.3 The A/E and/or the Sub-Consultants shall cooperate to the fullest extent with Miami-Dade County in all matters relating to the insurance provided and shall comply with all requirements of any insurance policy procured by the County. They shall also at their own expense furnish the County, or its duly authorized representative with copies of all correspondence, papers, records, and other items necessary or convenient for dealing with or defending against claims and for administering the aforementioned insurance including furnishing the time of any of their employees, officers, or agents whose presence or testimony is necessary or convenient in any negotiations or proceedings involving such insurance.

3.2.4 If, at any time during the term of this Agreement, the actual provisions of the insurance described herein, or any part thereof, cannot be obtained or is non-renewable or is otherwise not available, then Miami-Dade County shall attempt to meet, as closely as possible, the objective and purpose of the original insurance program as outlined herein. Furthermore, Miami-Dade County and the A/E shall agree as to their respective responsibilities and actions in this regard.

3.2.5 Immediate notification must be given to Miami-Dade County and MDAD, Risk Management Divisions, and/or its agent in case of accident or occurrence which might give rise to a claim under any policy provided by the County, or any policy on which the County is a joint insured.

3.2.6 Compliance with the foregoing requirements as to the carrying of insurance shall not relieve the A/E from liability under any portion of this Contract.

3.2.7 Cancellation of any insurance or non-payment by the A/E of any premium for any insurance policy or bonds required by this Contract shall constitute a breach of this Contract. In addition to any other legal remedies, Miami-Dade County, at is sole option, may terminate this Contract or pay such premiums, and deduct the costs thereof from any amounts which are or may be due to the A/E.

3.3 ASSIGNMENT: The A/E shall not assign, transfer, or convey this Agreement to any other person, firm, association, or corporation, in whole or in part. However, the A/E will be permitted to cause portions of the services to be performed by sub-consultants, as authorized elsewhere herein.

3.4 PROVISION OF ITEMS NECESSARY TO COMPLETE SERVICES: In the performance of the Services prescribed herein, it shall be the responsibility of the A/E to provide all salaries, wages, materials, equipment, sub-consultants and other purchased services, etc., necessary to complete said Services.

3.5 SUB-CONSULTANTS: All services provided by the Sub-consultants shall be consistent with those commitments made by the A/E during the selection process and interview. Such services shall be pursuant to appropriate agreements between the A/E 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.

The A/E shall not change any Sub-consultant without prior approval by the Director in response to a written request from the A/E 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 A/E to the Owner. The A/E 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.

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

3.6 TERM OF AGREEMENT: This term of this Agreement shall be for six (6) years and two (2) one (1) year options to extend 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.

Nothing in this Article shall prevent the Owner from exercising its rights to terminate the Agreement as provided elsewhere herein.

3.7 TERMINATION OF AGREEMENT: 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 A/E may terminate this Agreement for cause in the event that the Owner willfully violates any provisions of the Agreement. The A/E shall have no right to terminate this Agreement for convenience of the A/E, without cause.

3.7.1 Owner's Termination for Cause: The Owner may terminate this Agreement or any Service Order upon seven (7) days written notice for cause in the event that the A/E 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 A/E shall spell out the cause and provide reasonable time in the notification to remedy the cause.

The Owner may terminate this Agreement if the A/E is found to have submitted a false certification or is subsequently placed on the Scrutinized Companies for Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List during the term of this Agreement..

Notwithstanding any other penalties for firms that have discriminated in violation of Article VII, Chapter 11A, of the Code, the Owner may terminate the Agreement or require the termination or cancellation of a subconsultant contract. In addition, a violation by the A/E or a subconsultant, 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. (See www.miamidade.gov/ao/home.asp).

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 A/E 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 A/E hereunder had the Agreement not been terminated. Upon receipt of written Notice of Termination, the A/E 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.

3.7.2 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. In the event the Owner exercises its right to terminate this Agreement for convenience, payment for Services satisfactorily performed prior to the date of termination shall be made in accordance with the Article 8 "Compensation for Services".

3.7.3 A/E's Termination for Cause: The A/E 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 A/E 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".

3.7.4 Implementation of Termination: In the event of termination, either for cause or for convenience, the A/E, 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.

3.7.5 Compensation for Terminated Work: Compensation for terminated work will be made based on the applicable provisions of the Article 9 "Compensation for Services".

3.8 SANCTIONS FOR CONTRACTUAL VIOLATIONS: The County may terminate this contract or require the termination or cancellation of any sub-consultant contract, if the Consultant or any sub-consultant(s) violates Article VII of Chapter 11A of the Code. In addition, a violation by the Consultant, or sub consultant to the Consultant, or failure to comply with A.O. 3-39 may result in the imposition of one or more of the sanctions listed in the A.O.

3.9 INTENT OF AGREEMENT:

3.9.1 The intent of the Agreement is for the A/E to provide Utility Master Planning – Sanitary Sewer Services, and to include all necessary items for the proper completion of such services. The A/E shall perform, as Primary 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 SOLICITATION: The A/E warrants that: 1) it has not employed or retained any company or person, other than a bona fide employee working solely for the A/E, 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 A/E 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 A/E for any reason whatsoever.

3.11 ACCOUNTING RECORDS OF A/E: The Owner reserves the right to audit the accounts and records of the A/E 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 A/E 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 Statutes 287.055, the A/E hereby certifies and warrants that wage rates and other factual unit costs as submitted supporting the compensation provided here are accurate, complete, and current as of the date of the submittal. It is further agreed that said compensation provided for in this agreement shall be adjusted to exclude any significant costs where the Owner determines that the payment for Services was increased due to inaccurate, incomplete, or non-current wage rates or other factual unit costs. All such adjustments in compensation paid or payable to A/E under this Agreement shall be made within three (3) years from the date of final billing or acceptance of the Services by the Owner, whichever is later.

3.12 INSPECTOR GENERAL (IG), INDEPENDENT PRIVATE SECTOR INSPECTOR GENERAL (IPSIG): Pursuant to MDC Code Section 2-1076, the Office of the Miami-Dade County Inspector General (IG) shall have the authority and power to review past, present, and proposed County programs, accounts, records, contracts, and transactions. The IG shall have the power to subpoena witnesses, administer oaths, and require the production of records. Upon ten (10) days written notice to the Consultant from IG, the Consultant shall make all requested records and documents available to the IG for inspection and copying.

The Consultant shall make available at its office at all reasonable times the records, materials, and other evidence regarding the acquisition (bid preparation) and performance of this contract, for examination, audit, or reproduction, until three (3) years after final payment under this contract or for any longer period required by statute or by other clauses of this contract. In addition:

(1) If this contract is completely or partially terminated, the Consultant shall make available the records relating to the work terminated until three (3) years after any resulting final termination settlement; and

(2) The Consultant shall make available records relating to appeals or to litigation or the settlement of claims arising under or relating to this contract until such appeals, litigation, or claims are finally resolved.

The IG shall have the power to report and/or recommend to the Board of County Commissioners whether a particular project, program, contract, or transaction is or was necessary and, if deemed necessary, whether the method used for implementing the project or program is or was efficient both financially and operationally. Monitoring of an existing project or program may include reporting whether the project is on time, within budget and in conformity with plans, specifications, and applicable law. The IG shall have the power to analyze the need for, and reasonableness of, proposed Change Orders.

The IG may, on a random basis, perform audits on all County contracts throughout the duration of said contract (hereinafter "random audits"). This random audit is separate and distinct from any other audit by the County. To pay for the functions of the Office of the Inspector General, any and all payments to be made to the Consultant under this contract will be assessed one quarter of one percent of the total amount of the payment, to be deducted from each progress payment as the same becomes due, unless this Agreement is federally funded where federal or state law or regulations preclude such a charge or where such a charge is otherwise precluded as stated in the Special Provisions (see Article 9). The Consultant shall, in stating its agreed prices, be mindful of this assessment, which will not be separately identified, calculated, or adjusted in the proposal or bid form.

The IG shall have the power to retain and coordinate the services of an independent private sector inspector general (IPSIG) who may be engaged to perform said random audits, as well as audit, investigate, monitor, oversee, inspect, and review the operations, activities, and performance and procurement process including, but not limited to, project design, establishment of bid specifications, bid submittals, activities of the Consultant, its officers, agents, employees, lobbyists, County staff, and elected officials in order to ensure compliance with contract specifications and detect corruption and fraud. The IG is authorized to investigate any alleged violation by a Consultant of its Code of Business Ethics, pursuant of MDC Code Section 2-8.1.

The provisions in this section shall apply to the Consultant, its officers, agents and employees. The Consultant shall incorporate the provisions in this section in all subcontracts and all other agreements executed by the Consultant in connection with the performance of this contract.

INDEPENDENT PRIVATE SECTOR INSPECTOR GENERAL

The attention of the Consultant is hereby directed to the requirements of A.O. 3-20 and Resolution No. 516-96: the County shall have the righ,t but not the obligation, to retain the services of an Independent Private Inspector General (IPSIG) who may be engaged to audit, investigate, monitor, oversee, inspect, and review the operations, activities, and performance of the Consultant and County in connection with this contract. The scope of services performed by an IPSIG may include, but are not limited to, monitoring and investigating compliance with Contract Specifications; project costs; and investigating and preventing corruption and fraud.

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

Upon (10) ten days written notice to Consultant from an IPSIG, the Consultant shall make all requested records and documents available to the IPSIG for inspection and copying. The IPSIG shall have the right to examine all documents and records in the Consultant's possession, custody, or control which, in the IPSIG's sole judgment, pertain to performance of the Contract including, but not limited to, original estimate files, bid and change order estimates, worksheets, proposals, and agreements from and with successful and unsuccessful sub-consultants 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.

3.13 OWNERSHIP OF DOCUMENTS AND COPYRIGHTS:

3.13.1 The A/E shall, during the term of this Agreement, be governed by Federal, State of Florida, and Miami-Dade County laws, regulatory orders, County Codes, Resolutions, and MDAD operating procedures, all as may be amended from time to time, that may have a bearing on the Services involved in this Project. The Department will assist the A/E in obtaining copies of any such laws, orders, codes, resolutions, or procedures not readily available on the Internet.

3.13.2 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.

3.13.3 Portions of the work produced under this Agreement may be determined by the Owner to contain Security Sensitive Information (SSI). Upon notification by the Owner, the A/E and its sub-consultants under this Agreement shall follow security requirements of the Transportation Security Administration (TSA), 49 CFR Parts 1500, et al., Civil Aviation Security Rules, and other MDAD Security Procedures. Documents deemed by the Owner to contain SSI shall bear the following warning:

Warning Notice: This record contains Sensitive Security Information that is controlled under the provisions of 49 CFR Parts 15 and 1520. No part of this record may be disclosed without a "need to know", as defined in 49 CFR Parts 15 and 1520, except with the written permission of the Administrator of the Transportation Security Administration or the Secretary of Transportation. Unauthorized release may result in civil penalty or other action.

3.13.4 In accordance with Florida Statutes 119.071 (3) (b), building plans, blueprints, schematic drawings, and diagrams, including draft, preliminary, and final formats, which depict the internal layout and structural elements of a building, arena, stadium, water treatment facility, or other structure owned or operated by an agency, before, on, or after the effective date of this act, are exempt from s. 119.07 and s. 24(a), Art. I of the State Constitution. Information made exempt by this paragraph may be disclosed to another governmental entity with prior

approval by the Owner if disclosure is necessary for the receiving entity to perform its duties and responsibilities; to a licensed architect, engineer, or contractor who is performing work on or related to the building, arena, stadium, water treatment facility, or other structure owned or operated by an agency; 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.

3.13.5 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, P.O. Box 521550, Miami, Fl. 33152-1550.

3.13.6 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, is a work for hire and is the property of the Owner; however, the Owner may grant to the A/E a non-exclusive license of the copyright to the A/E for reusing and reproducing copyrighted materials or portions thereof as authorized by the Owner in advance and in writing. In addition, the A/E shall not disclose, release, or make available any document to any third party without prior written approval from Owner.

3.13.7 The A/E is permitted to reproduce copyrighted material described above subject to written approval from the Owner.

3.13.8 At the Owner's option, the A/E may be authorized by Service Order to adapt copyrighted material for additional or other work for the Owner; however, payment to the A/E for such adaptations will be limited to an amount not greater than fifty percent (50%) of the original fee earned to adapt the original copyrighted material to a new site.

3.13.9 The Owner shall have the right to modify the Project or any component thereof without permission from the A/E or without any additional compensation to the A/E. The A/E shall be released from any liability resulting from such modification.

3.13.5 The Owner shall own rights to all passwords necessary to access Project registration and certification data submitted to the Green Building Certification Institute (GBCI) via internet websites or other means.

3.14 LAWS AND REGULATIONS:

A. A source of income statement;
B. A current certified financial statement; and
C. A copy of the Consultants current Federal Income Tax Return

3.14.1 In addition to the above requirements in this sub-article, the A/E 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 are not limited to:

3.14.1.1 Each employee of the consultant and subconsultant(s) that will be involved in the Project, shall sign an agreement stating that they will not copy, duplicate, or distribute the documents unless authorized by the Owner as required in Article 3.14.4.

3.14.1.2 The A/E and its subconsultant(s) agree in writing that the project documents are to be kept and maintained in a secure location.

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

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

3.15 CORRECTIONS TO CONTRACT DOCUMENTS: The A/E shall prepare, without added compensation, all necessary supplemental documents to correct errors, omissions, and/or ambiguities that may exist in the Contract Document prepared by the A/E including the documents prepared by its sub-consultants. Compliance with this Article shall not be construed to relieve the A/E 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 WARRANTY: The A/E warrants that the Services furnished to the Owner under this Agreement shall conform to the quality expected of and usually provided by the profession in the State of Florida.

3.17 OWNER REPRESENTATIVE: The Owner will assign a Project Manager to the Project to coordinate all Owner responsibilities under this Agreement. All instructions from the Owner to the A/E shall be issued by or through the Project Manager. The A/E shall promptly inform the Project Manager in writing of any instructions received from others and of any other circumstances that arise that might affect the performance of the Services or of the Work.

3.18 SECURED AREAS/AIR OPERATIONS AREA (AOA) /SECURITY IDENTIFICATION DISPLY AREA (SIDA) / STERILE AREAS SECURITY:

3.18.1 The A/E acknowledges and accepts full responsibility for compliance with all applicable laws, rules and regulations including those of the Transportation Security Administration (TSA), Department of Homeland Security (DHS), Federal Aviation Administration (FAA), Customs and Border Protection (CBP), and MDAD as set forth from time to time relating to Contractor's activities at the MMIA, or other Miami- Dade County airports.

3.18.2 In order to maintain high levels of security at MIA, the A/E must obtain MDAD photo identification badges for all the A/E's employees working in the Secured/AOA/SIDA/Sterile Areas or any other restricted areas of the Airport. MDAD issues two (2) types of identification badges: photo identification badges and non-photo passes. All employees, except temporary workers (working less than two (2) weeks), will be required to obtain photo identification badges and will be subject to Federal Bureau of Investigation (FBI) fingerprint-based Criminal History Records Check (CHRC). Temporary workers (working less than two (2) weeks) will be issued non-photo passes. At no time will an employee bearing a non-photo identification badge be authorized in a secured MIA location without being escorted by an MDAD authorized Escort Authority that has been issued a badge with an escort seal by the MDAD ID Section. No other individuals are allowed to escort under any circumstances.

3.18.3 The A/E shall be responsible for requesting MDAD issue identification badges to all employees whom the A/E requests be authorized access to the Secured/AOA/SIDA/Sterile Areas or any other restricted areas of the Airport and shall be responsible for the immediate reporting of all lost or stolen ID badges and the immediate return of the ID badges of all personnel transferred from Airport assignment, terminated from the employ of the A/E, upon final acceptance of the Work, or termination of this Contract. The A/E will be responsible for all fees associated with lost and unaccounted badges or passes as well as the fee(s) for fingerprinting and ID issuance.

3.18.4 All employees of the A/E, or Subconsultants, who must work within MDAD Secured/AOA/SIDA/Sterile Areas or any other restricted areas at MIA shall be supplied with MDAD identification badges as specified above, which must be worn at all times while within the referenced areas. Badges shall be worn on outer garments above the waist so as to be clearly visible in order to distinguish, on sight, employees assigned to a particular contractor. MDAD issues the non-photo passes on a daily basis, not to exceed two (2) weeks. In order to obtain a non-photo pass, the A/E must submit a 48 Hour Advance Notification form with required information to the MDAD Security Division, ID Section, for all temporary workers requiring access to the MDAD Secured/AOA/SIDA/Sterile Areas or other restricted areas of the Airport. Non-photo passes will not be issued to temporary workers who have failed a criminal history records check, are in possession of an expired work permit, and/or have an expired MDAD ID badge. Each employee must complete the SIDA training program conducted by MDAD and comply with all other TSA, DHS, CBP, FAA or MDAD requirements as specified by the MDAD at the time of application for the ID badge before an ID badge is issued. MDAD Security and Safety ID Section regularly provide SIDA Training.

3.18.5 A/E Ramp Permits will be issued to the A/E authorizing vehicle entrance to the AOA through specified MDAD guard gates for the term of any Project. These permits will be issued only for those vehicles (including vehicles belonging to

the Subconsultant) that must have access to the site during the performance of the Work. These permits will be only issued to company owned vehicles or to company leased vehicles (leased from a commercial leasing company). AOA decals, passes, or permits to operate within the Secured/AOA/SIDA will not be issued to privately owned or privately leased vehicles. All vehicles operating within the Secured/AOA/SIDA must have conspicuous company identification signs (minimum of three (3) inch lettering) displayed on both sides of the vehicle.

3.18.5.1 All vehicles operating within the Secured/AOA/SIDA must be provided with the Automobile Liability Insurance required elsewhere in these General Conditions. Proof of such insurance shall be provided to MDAD Airside Operations Division upon request.

3.18.6 Vehicles delivering materials to the site will be given temporary passes at the appropriate guard gate. Such vehicles shall not be permitted to operate within the Secured/AOA/SIDA without MDAD escort to be provided by MDAD's Operations Division. To obtain an escort, the A/E shall notify MDAD Airside Operations Division in writing twenty-four (24) hours in advance of such need. These passes shall be surrendered upon leaving the Secured/AOA/SIDA. All vehicles shall be marked with company name to ensure positive identification at all times while in the Secured/AOA/SIDA.

3.18.7 Only A/E management level staff and supervisors with pictured MDAD I.D. badges shall be allowed to operate a motor vehicle on the Secured/AOA/SIDA without MDAD escort except when operating a vehicle that requires a specialized license to operate (CDL). Such vehicles must be under MDAD Airside Operations escort when moving on the AOA unless said vehicle is operating in an approved MOT. The A/E shall require such employee to have a current, valid, appropriate Florida driver's license and to attend and successfully complete the AOA Driver Training Course conducted periodically by the Department. The privilege of a person to operate a motor vehicle on the Secured/AOA/SIDA may be withdrawn by the Department due to violation of AOA driving rules, or loss of Florida driver's license, or other cause.

3.18.8 The A/E agrees that its personnel, vehicles, cargo, goods, and other personal property are subject to being searched when attempting to enter, leave or while on the Secured/AOA/SIDA/Sterile Areas or other restricted areas of the Airport. It is further agreed that the MDAD has the right to prohibit an individual, agent, or employee of the A/E or Subconsultant from entering the Secured/AOA/SIDA/Sterile Areas or other restricted areas, based upon facts which would lead a person of reasonable prudence to believe that such individual might be inclined to engage in theft, cargo tampering, aircraft sabotage, or other unlawful activities, including failure to comply with TSA, DHS, FAA, CBP, and MDAD SIDA/access control policies, rules, and regulations. Any person denied access to the Secured/AOA/SIDA/Sterile areas

or other restricted areas of the Airport or whose prior authorization has been revoked or suspended on such grounds shall be entitled to a review hearing before the Director or his/her authorized designee within a reasonable time. Prior to such hearing, the person denied access to the Secured/AOA/SIDA/Sterile Areas or other restricted areas of the Airport shall be advised, in writing, of the reasons for such denial.

3.18.8.1 The A/E acknowledges and understands that these provisions are for the protection of all users of the Secured/AOA/SIDA/Sterile Areas and are intended to reduce the incidence of terrorism, thefts, cargo tampering, aircraft sabotage, and other unlawful activities at the Airport and to maximize compliance with TSA, DHS, CBP, FAA, and MDAD access control policies and procedures.

3.18.9 The A/E understands and agrees that vehicle and equipment shall not be parked/stored on the Secured/AOA/SIDA in areas not designated or authorized by MDAD, nor in any manner contrary to any posted regulatory signs, traffic control devices, or pavement markings.

3.18.10 The A/E understands and agrees that all persons entering and working in or around arriving international aircraft and facilities used by the various Federal Inspection Services (FIS) agencies may be subject to the consent and approval of such agencies. Persons not approved or consented to by the FIS agencies shall not be employed by the A/E in areas under the jurisdiction or control of such agencies. Persons not approved or consented to by the FIS agencies who enter such areas are subject to fines, which shall be borne entirely by the persons and/or the A/E.

3.18.11 Notwithstanding, the specific provisions of this Section, the Owner shall have the right to add to, amend, or delete any portion hereof in order to meet reasonable security requirements of MDAD or of the TSA/DHS/CBP/FAA.

3.18.12 The A/E shall ensure that all required employees participate in such safety, security, and other training and instructional programs, as MDAD or appropriate Federal agencies may require from time to time.

3.18.13 The A/E agrees that it will include in all contracts and subcontracts with its MIA Subconsultants, service providers, and suppliers an obligation by such parties to comply with all security requirements applicable to their operations at the Airport. The A/E agrees that in addition to all remedies, penalties, and sanctions that may be imposed by TSA, DHS, CBP, FAA, or the MDAD upon the A/E's Subconsultants, suppliers, and their individual employees for a violation of applicable security provisions, the A/E shall be responsible to the Owner for all such violations and shall indemnify and hold the Owner harmless for all costs, fines and penalties arising there from, such costs to include reasonable attorneys' fees.

3.18.14 In addition to the foregoing, the A/E shall be required to comply with the U.S. Customs and Border Protection (CBP) requirements for obtaining CBP seals for those A/E employees that will be involved within the CBP/FIS environment at MIA. The A/E shall be responsible for all related fees for required bonding, fingerprinting, and background investigations of A/E personnel.

3.18.15 The employee(s) of the A/E shall be considered to be at all times its employee(s), and not an employee(s) or agent(s) of the County or any of its departments. The A/E shall provide employee(s) competent and physically capable of performing the Work as required. The County may require the A/E to remove any employee it deems unacceptable.

3.19 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 Primary Services, Additional Services, or other Professional Services within the contract limits defined in the agreement. The A/E shall have no claim against the County as a result of the County, electing to retain or utilize such other Architect, Engineer, Design Professional, or other consultant to perform any such incidental Services.

3.20 CONTINUED ENGAGEMENT OF CRITICAL PERSONNEL: In accordance with County Resolution No. 744-00, the A/E shall identify in **Appendix 3**, 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 the Owner determines, in its discretion, that the proposed replacement personnel have equal or greater qualifications or capabilities to perform the necessary services.

3.21 ARCHITECT/ENGINEER RESPONSIBILITY:

3.21.1 The A/E is responsible for the professional quality, technical accuracy, completeness, performance and coordination of all work required under the Agreement (including the work performed by Subconsultants), within the specified time period and specified cost. The A/E shall perform the work utilizing the skill, knowledge, and judgment ordinarily possessed and used by a proficient consulting A/E with respect to the disciplines required for the performance of the work in the State of Florida. The A/E is responsible for, and represents that the work conforms to, the Owner's requirements as set forth in the Agreement. The A/E shall be and remain liable to the Owner for all damages in accordance with applicable law caused by any failure of the A/E or its Subconsultants to comply with the terms and conditions of the Agreement or by the A/E's or Subconsultants' misconduct, unlawful acts, negligent acts, errors, or omissions in the performance of the Agreement. The A/E is responsible for the performance of work by Subconsultants and in approving and accepting such work, ensures the professional quality, completeness, and coordination of Subconsultant's work.

3.21.2 In addition to all other rights and remedies that the Owner may have, the A/E shall, at its expense, re-perform the services to correct any deficiencies that result from the A/E's failure to perform in accordance with the above standards. The A/E shall also be liable for the cost of replacement or repair of any defective materials and equipment and re-performance of any non-conforming construction services resulting from such deficient A/E services for a period from the commencement of this Agreement until twelve (12) months following final acceptance of the Work, or for the period of design liability required by applicable law.

3.21.3 The Owner shall notify the A/E in writing of any deficiencies and shall approve the method and timing of the corrections. Neither 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 A/E or any Subconsultant 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.

3.21.4 Upon Owner's notification of deficient or defective work stemming from the A/E's services, the A/E shall have fourteen (14) days to respond to the Owner's claim. The Owner shall implement its procedure for administrative review of the claim with notification to the A/E of the findings from that review. Upon notification, the A/E shall have fourteen (14) days to request reconsideration of the findings.

3.22 ARCHITECT/ENGINEER PERFORMANCE EVALUATION: In accordance with A.O. 3-39 entitled "Standard Process for Construction of Capital Improvements, Acquisition of Professional Services, Construction Contracting, Change Orders, and Reporting", the A/E is advised that a performance evaluation of the services rendered throughout this Agreement will be completed by the Owner and kept in Miami-Dade County files for evaluation of future solicitations.

3.23 ENTIRETY OF AGREEMENT: This Agreement represents the entire and integrated Agreement between the Owner and the A/E 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.

3.24 PROMPT PAYMENT: It is the policy of Miami-Dade County that payment for all purchases by County agencies and the Public Health Trust (PHT) 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 PHT, 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 County Mayor, or his/ her designee(s), no later than sixty (60) days after the date on which the proper invoice was received by the County or the PHT.

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

3.26 ETHICS COMMISSION: Pursuant to Section 2-11.1~~(w)~~ of the Code of Miami- Dade County, the Ethics Commission has jurisdiction over Consultants and vendors. In the event that the Ethics Commission issues an advisory opinion to the Consultant firm, sub-consultants, or team members, the Consultant firm must provide the Ethics Commission with a written report regarding its compliance with any restriction contained in said advisory opinion within ninety (90) days of each task assignment. The report must be submitted to the Executive Director, Commission on Ethics and Public Trust at 19 West Flagler St., Suite 207, Miami, Florida 33130.

3.27 TRUTH IN NEGOTIATION: Pursuant to A.O. 3-39 and Florida Statutes Chapter 287.055 5(a): For all lump sum costs or costs plus a fixed fee contract in which a fee will exceed One Hundred Fifty Thousand Dollars ($150,000; 287.017 – category four), the County will require the firm receiving the award to comply with Sub-article 3.25 Certification of Wage Rates, as required by Chapter 287, Florida Statutes.

3.28 SUSTAINABLE BUILDINGS PROGRAM: Pursuant to Implementing Order 8-8, design of this project shall meet the standards delineated in Article 9.

3.29 EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY): Consultant is required to enroll in the United States Citizenship and Immigration Services E-Verify system, and to utilize that system to verify the employment eligibility of all persons performing work for the Consultant under this Agreement. Consultant shall incorporate this requirement into all of its subcontracts as well.

3.30 ENERGY PERFORMANCE (EP ACT): Pursuant to Resolution No. R-740-08, A/E agrees to the following terms and conditions of engagement if awarded the Agreement for the work described herein: (1) [Miami-Dade County reserves the right to designate any eligible entity as the "Designer" of the energy efficient improvements incorporated in this Project for the purposes of allocating accelerated depreciation benefits pursuant to Section 179D of the Internal Revenue Code of 1986, as amended (the "Code"); (2) if

Miami-Dade County determines that A/E shall receive accelerated depreciation benefits as a "Designer" for the purposes of Section 179D of the Code, or that A/E shall otherwise benefit financially from the monetization of the accelerated depreciation benefit, A/E shall agree to discount its Agreement price or provide a cash rebate to Miami-Dade County. The determination of rebate versus discount shall be determined by Miami-Dade County at its sole discretion. The amount of the incremental financial benefit realized by the A/E as a result of the accelerated depreciation benefit or the monetization thereof, such actual percentage shall be negotiated in good faith by Miami-Dade County at the time the financial benefit to [A/E, Consultant] becomes ascertainable; (3) Miami-Dade County reserves the right to retain a third party consultant ("EP ACT Consultant") to manage and administer the process of obtaining and monetizing the accelerated depreciation benefit derived from the Project and to designate the Energy Efficiency Consultant as the "Designer" of the energy efficient improvements for the purposes of Section 179D of the Code; and (4) A/E agrees to cooperate in all reasonable respects with the Energy Efficiency Consultant's efforts to obtain and monetize any such benefits derived from the Project on behalf of Miami-Dade County.

The County shall have no obligation to designate any entity "the Designer", to pursue such benefits on behalf of the [A/E, Consultant], or to cooperate with [A/E, Consultant] in securing these benefits.

3.31 AMERICANS WITH DISABILITIES ACT (ADA) STANDARDS: The design of this project shall meet the standards delineated in the 2010 ADA Standards for Accessible Design.

3.32 ACCOUNTS RECEIVABLE ADJUSTMENTS: In accordance with Miami-Dade County Implementing Order 3-9, Accounts Receivable Adjustments, if money is owed by the Consultant to the County, whether under this Contract or for any other purpose, the County reserves the right to retain such amount from payment due by County to the Consultant under this Contract. Such retained amount shall be applied to the amount owed by the Consultant to the County. The Consultant shall have no further claim to such retained amounts which shall be deemed full accord and satisfaction of the amount due to the County by the Consultant for the applicable payment due herein.

ARTICLE 4

PRIMARY 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

- the scope of work, time of completion, deliverables and total compensation for the services authorized;
- the consequences for failure of the Consultant to meet the Projected schedule.

A Service Order may also be issued to stop the performance of such Services.

4.2 PRIMARY SERVICES SCHEDULE AND SUMMARY: The Consultant agrees to furnish or cause to be furnished to the extent authorized by Service Order all Utility Master Planning – Sanitary Sewer services, as further specified below, designated as Primary Services.

Prior to receipt by the Consultant of a Service Order to proceed with any agreed work, the Consultant shall prepare and submit to the Owner, for its review and approval, a schedule for the particular primary service to be performed, a proposed fee and schedule.

The Consultant is firmly obligated to complete the services in accordance with the negotiated fee and schedule, and shall furnish sufficient personnel, equipment, and facilities and shall work such hours as necessary to assure such completion. The Consultant shall meet as specified in the Service Order with the Project Manager to review the Consultant's progress. The Consultant may request modifications to the 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.

4.2.1 The Consultant shall furnish or cause to be furnished all professional services prescribed in the Special Provisions (Article 9) of this Agreement and all other services normally required for an airport project of this type.

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

4.2.3 All Primary Services shall comply with and be in conformance to the Owners requirements.

4.2.4 Throughout the Primary Services, the Consultant shall coordinate its Services with other Owner provided consultants, as specified in the Service Order.

4.2.5 The Consultant shall submit to the Owner the deliverables listed under the Service Order in the format approved by the Owner. For any items not being submitted, the Consultant shall submit either a written statement as to why such items are not being submitted as required or an approved waiver for the omission. 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.

4.2.6 Throughout the Primary Services, the Consultant shall assist the Owner in identifying work that is eligible for Federal/State grant-in-aid participation. The Consultant shall assist in reviewing applications prepared by the Owner and the Project Manager as applicable.

4.3 MEETINGS AND REPORTS

4.3.1. Meetings: As part of providing the Primary Services, the Consultant shall attend all meetings wherein information relating to the Primary Services is discussed, and shall provide consultation to the Owner regarding such

information. These meetings shall include, but shall not necessarily be limited to, 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 consultants and Consultants, 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.

ARTICLE 5

ADDITIONAL AND WORK-SITE SERVICES

5.1 AUTHORIZATION: Any Services beyond the requirements for Primary Services shall be performed by the A/E 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 A/E. The A/E 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 Primary Services under this Agreement and shall be performed upon receipt of a Service Order.

5.2.1 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 Primary Services.

If any independent engineering, testing laboratory or surveyor is employed by the A/E to perform any or all of the requested additional services, the A/E 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 A/E and not compensable by the Owner.

5.2.2 Meetings with federal and/or state grant providing agencies required to assist the Owner in obtaining grant funding for the Project.

5.2.3 Extended assistance requested in writing by the Owner for the preparation of operating and maintenance manuals, other than those provided by the Contractor, subcontractors, or manufacturer, in accordance with the Contract Documents.

5.2.4 Preparing to serve or serving as an expert witness at the request and on behalf of the Owner, in connection with the Project or any Project Element or component thereof, except in situations where such service is a result of the A/E's errors, omissions, or ambiguities.

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

5.2.6 Professional services made necessary by the default of the Contractor or by major defects in work performed under the construction Contract that have not resulted from errors, omissions, or ambiguities of the A/E.

5.2.7 Professional services beyond that which is required to verify Owner- supplied information or that is beyond the scope of the Primary Services herein.

5.2.8 Environmental remediation engineering services will be negotiated, authorized, and paid as Additional Services; however, the incorporation of standard details and/or technical specifications provided by the Owner into the Contract Documents does not constitute Additional Services.

5.2.9 Services required participating in or otherwise assisting the Owner during bid protests or negotiations with the bidder after bid opening, but before the award of the Contract with the Contractor.

5.2.10 Preparation of reports, which are not a requirement of Primary Services, and participation in meetings during construction, should the Owner elect not to take the option for Work-Site Services; provided, however, that such meetings and reports are not a result, directly or indirectly, of errors, omissions, and/or ambiguities in the services rendered by the A/E, including Sub-consultants engaged by the A/E.

5.3 WORK-SITE/RELATED 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 A/E shall provide an on-site resident Field Representative(s) approved by the Owner who shall act as the agent of the A/E. The Work-Site Services shall be defined by Service Order, performed in accordance with the MDAD Construction Inspection Services Manual, and agreed to by the A/E and the Owner.

The A/E shall fulfill all other requirements and duties, not a part of the Primary Services, imposed on the A/E through Service Order by direction of the Owner.

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

ARTICLE 6

REIMBURSABLE EXPENSES

The following activities and entities may be considered as Reimbursable Expenses under this Agreement. Any Reimbursable Expenses shall be approved by the Owner in advance and authorized by a Service Order.

6.1 Sub-consultants not included as part of the original Consultants team, when recommended by the A/E, and approved by the Owner in writing, and when in the opinion of the A/E, said Sub-consultant services are necessary of the accomplishment of the Services.

6.2 In the event the A/E is assigned a project within the Customs area and the A/E is required to obtain an Airport Customs Security Bond, the Department shall reimburse the A/E the cost of the premium for such bond, as substantiated by the invoice.

6.3 All costs for printing and reproduction, in excess of that required under Primary Services, will be reimbursed at the same rate paid by the Owner to its vendors. Printing costs for internal coordination, reviews, and other in-house uses will not be reimbursed.

6.4 Living and traveling expenses of employees and principals, when away from Miami-Dade County on business in conjunction with authorized Additional Services, as limited by Miami-Dade County A.O. 6-1, "Travel on County Business" and County Resolution No. R-1345-03. For purpose of this Agreement, all personnel are assumed to be residents of Miami-Dade County and all travel would originate in Miami-Dade County. Records must include employee name, dates, points of travel, mileage rate, lodging, and meals.

6.6 Building Information Modeling (BIM) software license fees (if applicable) for license obtained under the Owner's name will be reimbursed.

ARTICLE 7

EQUAL EMPLOYMENT OPPORTUNITY AND AFFIRMATIVE ACTION

7.1 EQUAL EMPLOYMENT OPPORTUNITY: The A/E shall not discriminate against any employee or applicant for employment because of race, color, national origin, religion, ancestry, sex, pregnancy, age, disability, marital status, familial status, sexual orientation, gender identity or gender expression or status as victim of domestic violence, dating violence or stalking, nor in accordance with the Americans with Disabilities Act, discriminate against any otherwise qualified employees or applicants for employment with disabilities who can perform the essential functions of the job with or without reasonable accommodation. The A/E shall take affirmative actions to ensure that applicants are employed and that employees are treated during their employment without regard to race, color, national origin, religion, ancestry, sex, pregnancy, age, disability, marital status, familial status, sexual orientation, gender identity, gender expression, status as victim of domestic violence, dating violence, or stalking. Such actions include, but are not limited to, the following: Employment, upgrading, transfer or demotion, recruitment, recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship.

The A/E agrees to post in conspicuous places, available to employees and applicants for employment, notices provided by the County setting forth the provisions of this Equal

Employment Opportunity clause. The A/ shall comply with all applicable provisions of the Civil Rights Act of 1964, Executive Order 11246 of September 24, 1965, as amended by Executive order 11375, revised Order No. 4 of December 1, 1971, as amended, and the Americans with Disabilities Act. The Age Discrimination in Employment Act effective June 12, 1968, the rules, regulations and relevant orders of the Secretary of Labor, Florida Statutes 112.041, 112.042, 112.043 and Miami-Dade County Code Section 11A1 through 13A1, Articles 3 and 4.

The A/E shall assign responsibility to one of its officials to develop procedures that will ensure that the policies of Equal Employment Opportunity and Affirmative Action are understood and implemented.

7.2 NON-DISCRIMINATORY ACCESS TO PREMISES AND SERVICES: The A/E, for itself, its personal representatives, successors in interest, and assigns, as part of the consideration hereof, does hereby covenant and agree as a covenant that: (1) no person on the grounds of race, color, national origin, religion, ancestry, sex, pregnancy, age, disability, marital status, familial status, sexual orientation, gender identity or gender expression or status as victim of domestic violence, dating violence or stalking shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of the premises, including the construction of any improvements, or services provided the A/E; (2) that the A/E shall use the Airport in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended; (3) the A/E shall use the premises in compliance with all other requirements imposed by or pursuant to the enforceable regulations of the Department of Transportation as amended from time to time; and (4) the A/E shall obligate their sub-consultants to the same non-discrimination requirements imposed on the A/E and assure said requirements are included in those sub-agreements.

7.3 BREACH OF NON-DISCRIMINATION COVENANTS: In the event it has been determined that the A/E has breached any enforceable non-discrimination covenants contained in Section 7.1 Equal Employment Opportunity and Section 7.2 Nondiscriminatory Access to Premises above, pursuant to the complaint procedures contained in the applicable Federal regulations, and the A/E fails to comply with the sanctions and/or remedies which have been prescribed, the County shall have the right to terminate this Agreement pursuant to the Termination of Agreement section hereof.

7.4 NON-DISCRIMINATION: During the performance of this Agreement, the A/E agrees as follows: The A/E shall, in all solicitations or advertisements for employees placed by or on behalf of the A/E, state that all qualified applicants will receive consideration for employment without regard to race, color, national origin, religion, ancestry, sex, pregnancy, age, disability, marital status, familial status, sexual orientation, gender identity or gender expression or status as victim of domestic violence, dating violence or stalking. The A/E shall furnish all information and reports required by Executive order

11246 of September 24, 1965, as amended by Executive order 11375 and by rules, regulations, and orders of the Secretary of labor, or pursuant thereto, and will permit access to A/E books, records, accounts by the County and Compliance Review Agencies for purposes of investigation to ascertain by the compliance with such rules, regulations, and orders. In the event of the A/E's noncompliance with the non-discrimination clauses of this Agreement or with any of the said rules, regulations, and orders, this Agreement may be cancelled, terminated, or suspended in whole or in part in accordance with the Termination of Agreement section hereof and the A/E may be declared ineligible for further contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 and such sanctions as may be imposed and remedies invoked as provided in Executive Order 11375 and such sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 as amended or by rules, regulations, and orders of the Secretary of Labor, or as otherwise provided by law.

The A/E will include Section 7.1 Equal Employment Opportunity and Section 7.2 Nondiscriminatory Access to Premises of this Article in A/E sub-contracts in excess of $10,000.00, unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375, so that such provisions will be binding upon each sub-consultant.

The A/E shall take such action with respect to any subcontract as the County may direct as a means of enforcing such provisions, including sanctions for noncompliance, provided, however, that in the event the A/E becomes involved in, or is threatened with, litigation with a sub-consultant as the result of such direction by the County or by the United States, the Architect/Engineer may request the United States to enter into such litigation to protect the interests of the United States.

7.5 DISABILITY NON-DISCRIMINATION AFFIDAVIT: By entering into this Agreement with the County and signing the Disability Non-discrimination Affidavit, the A/E attests that it is not in violation of the Americans with Disabilities Act of 1990 (and related Acts) or Miami-Dade County Resolution No. R-385-95. If the A/E or any owner, subsidiary or other firm affiliated with or related to the A/E is found by the responsible enforcement officer of the Courts or the County to be in violation of the Act or the Resolution, such violation shall render this Contract terminable in accordance with the Termination of Agreement section hereof. This Contract shall be void if the A/E submits a false affidavit pursuant to this Resolution or the A/E violated the Act or the Resolution during the term of this Contract, even if the A/E was not in violation at the time it submitted its affidavit.

7.6 AFFIRMATIVE ACTION/NON-DISCRIMINATION OF EMPLOYMENT, PROMOTION, AND PROCUREMENT PRACTICES (County Code Section 2-8.1.5): In accordance with the requirements of County Code Section 2-8.1.5, all firms with annual gross revenues in excess of five million dollars ($5,000,000) seeking to contract with Miami-Dade County shall, as a condition of award, have a written Affirmative Action Plan and Procurement

Policy on file with the County's Internal Services Department, Small Business Development Division (SBD) . Said firms must also submit, as a part of their proposals/bids to be filed with the Clerk of the Board, an appropriately completed and signed Affirmative Action Plan/Procurement Policy Affidavit.

Firms whose Boards of Directors are representative of the population make-up of the nation are exempt from this requirement and must submit, in writing, a detailed listing of their Boards of Directors, showing the race or ethnicity of each board member, to SBD . Firms claiming exemption must submit, as part of their proposal/bids to be filed with the Clerk of the Board, an appropriately completed and signed Exemption Affidavit in accordance with County Code Section 2-8.1.5. These submittals shall be subject to periodic reviews to assure that the entities do not discriminate in their employment and procurement practices against minorities and women-owned businesses.

It will be the responsibility of each firm to provide verification of their gross annual revenues to determine the requirement for compliance with the County Code Section. Those firms that do not exceed $5 million annual gross revenues must clearly state so in their bid/proposal.

7.7 CONTRACT MEASURES: The A/E is required under this agreement to achieve the Contract Measures applied to this Project as shown in the Special Provisions of this Agreement and the attached Letter(s) of Agreement as presented in the A/E's Proposal for the Project.

To fulfill the requirements of this Article, the A/E must comply with Miami-Dade County, I.O. 3-32, Community Business Enterprise Program (CBE) (Now Known as SBE-A/E) (**Appendix 4**).

The Director may declare the A/E in default of this agreement for failure of the A/E to comply with the requirements of this paragraph.

ARTICLE 8

COMPENSATION FOR SERVICES

Unless otherwise authorized by Amendment to this Agreement, payments to the Consultant for Services and Reimbursable Expenses performed shall not exceed **Two Million Seventy-Five Thousand Dollars ($2,075,000.00)** and shall be disbursed as reflected herein.

All allocations of money as between Basic, Work-Site, Work-Related, and Dedicated services are for budgetary purposes only. The County, in issuing service orders, may transfer monies between such service categories without restraint, subject to the overall contract allocation for this Agreement. Owner agrees to pay 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.

8.1 PAYMENT FOR SERVICES: The fee for Services authorized in accordance with this Agreement will be computed by one (1) of the following three methods:

8.1.1 Compensation to the Consultant for Services shall be based as follows:

8.1.1.1 Flat rate: When approved based on resume qualifications and experience, compensation to the Consultant for Services shall be on the basis of flat rates in accordance compensation schedule below. Any other classifications that may be used during the course of performing the Services and the hourly rate for such classifications shall only be authorized by Service Order.

CATEGORY	TITLE	FLAT RATE ($/HR)
I	Principal	$165.00
II	Project Manager	$145.00
III	Senior Engineer	$140.00
IV	Assistant Project Manager	$137.50
V	Professional Engineer	$132.00
VI	Staff Engineer	$115.00
VII	Senior Field Representative	$110.00
VIII	Design / Engineer Technician	$93.00
IX	Assistant Field Representative	$85.00
X	Administrative Support/Clerical	$60.00

The maximum flat rate for all other personnel, not listed above shall not exceed **$145.00** per hour. The Owner reserves the right to adjust the maximum flat rate.

8.1.1.2 Not to Exceed: Under this compensation basis, the Consultant is compensated for the actual time of personnel engaged directly in performing Services under this Agreement. In addition, the Consultant is compensated for other related services necessary to complete the required services. A not to exceed cap for the total fee for each assignment given under this compensation basis shall be established prior to the issuance of the Service Order. The compensation method shall be in accordance with the compensation schedule as shown in 8.1.1.1 of this Agreement.

8.1.1.3 Agreed Lump Sum: Under this compensation basis, the Consultant agrees to perform specifically described Services for an agreed fixed dollar amount of compensation.

8.1.1.4 Overtime Employees that are salaried are not required to be paid time and one half for work over 40 hours. The following formula will be

utilized for calculating overtime for salaried employees: Forty (40) hours multiplied by the base pay rate ($) multiplied by the appropriate multiple (M) (if applicable); plus Hours Worked Beyond Forty (40) Hours During Week (Hrs) multiplied by the pay rate ($) multiplied by 1.1. Using conventions contained in Microsoft Excel, the equation for this would be:

(40*$*M) + (Hrs*$*1.1)

For Employees that are on an hourly basis and are required to be paid at a time and one half overtime rate, the following formula will be utilized for calculating overtime: Hours Worked Beyond Forty (40) Hours During Week (Hrs) multiplied by the premium pay rate ($*1.5) and then multiplied by 1.1. Using conventions contained in Microsoft Excel, the equation for this would be:

(40*$*M) + (Hrs*$*1.5*1.1)

EXAMPLE
Hours worked during week = 50
Pay rate = $30/hr.
Multiplier = 2.65

(40*30*2.65) + (10*30*1.1) = 3180 + 330 = $3510 or

EXAMPLE
Hours worked during week = 50
Pay rate = $30/hr.
Multiplier = 2.65

(40*30*2.65) + (10*30*1.5*1.1) = 3180 + 495 = $3675

8.1.1.5 Consultant shall not invoice Owner for charges for office, rent or overhead expenses of any kind, including but not limited to, insurance, telephone (except long distance calls authorized by the Owner), and 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 other employee time or travel and subsistence not directly related to the Project. The multiple factor set forth above shall cover all such costs pertinent to the Project.

8.2 PAYMENT FOR REIMBURSABLE EXPENSES: Reimbursable Expenses as described in Article 6, "Reimbursable Expenses", of this Agreement will be reimbursed by the Owner as verified by appropriate bills, invoices, or statements.

8.3 INVOICES AND METHODS OF PAYMENT: The A/E shall submit monthly to the Project Manager, one (1) copy of a duly certified invoice for payments due on account of the portion(s) of the Services performed and eligible for payment based upon the agreed terms of the Service Order. 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. The A/E shall meet monthly with the Project Manager to verify that the A/E's reported progress and earned value is in accordance with the accepted the approved Service Order. Monthly progress payments will be based on the terms established on the approved Service Order.

The A/E shall submit its monthly invoice for services to the Owner. . The Owner shall make payment in accordance with the provisions of Chapter 218 of the Florida Statutes. However, the Owner may reject the invoice in whole or in part. If rejected, the Owner shall notify the A/E in writing, specifying the deficiencies and corrective action required. If the Owner rejects only a part of the invoice, the Owner shall pay the undisputed portion of the invoice on a timely basis. Rejected or partially rejected invoices shall be corrected by the A/E and resubmitted to the Project Manager for payment. Resubmitted partially rejected invoices shall separately indicate the previously undisputed amount of the invoice.

8.4 PAYMENT TO SUB-CONSULTANTS: All payments to Sub-consultant(s) employed hereunder shall be the sole responsibility of the A/E unless otherwise provided for herein or within a Service Order. The A/E 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 A/E to the Owner. The A/E 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 A/E, payable to such Sub-consultant(s). The A/E shall make all payments to such Sub-consultant(s) promptly following receipt by A/E of corresponding payment from the Owner. Prior to any payments to Sub-consultant(s), the A/E shall, if requested by the Project Manager, furnish to the Owner a copy of the agreement(s) providing for such payments.

8.5 SUBCONTRACTORS PAYMENT REPORT: In accordance with Section 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 Consultant/Contractor shall identify all subconsultants/subcontractors used in the work, the amount of each subcontract, and the amount paid to each subconsultant/subcontractor. In the event that the Consultant intends to pay less than the subcontract amount, the Consultant shall deliver to the County a statement explaining the discrepancy or any disputed amount in the attached **Appendix 5**.

8.6 CONSEQUENCE FOR NON-PERFORMANCE: Should the A/E fail to perform its services within the time frames outlined and such failure causes a delay in the progress of the Work, the A/E shall be liable for any damages to the Owner resulting from such delay.

8.7 PAYMENT FOR ABANDONED, TERMINATED OR SUSPENDED SERVICES: In the event of termination or suspension of the services or abandonment of a Project Element(s) (including the failure of the Owner to advertise the Contract Documents for bids, or the Owner's failure to award a Contract for the Work on the basis of any such bids received, within the time limits set forth in this agreement) the A/E shall be compensated as follows:

8.7.1 Payment for Services completed and approved prior to receipt by the A/E of notice of abandonment of a Project Element, termination, or suspension, for which payment has not yet been made to the A/E by the Owner, shall be made in the same manner as would have been required had such abandonment of a Project Element, termination, or suspension not occurred.

8.7.2 For Services partially completed and satisfactorily performed prior to receipt by the A/E of notice of abandonment of a Project Element, termination, or suspension, the A/E shall be compensated on the basis of payment in same manner as would have been required had such abandonment of a Project Element, termination, or suspension not occurred, adjusted to the level of completion portion of the service. A claim by the A/E for compensation shall be supported by such data as the Owner may reasonably require. In no case shall fees for partially completed Services exceed the fees that would have been paid for such Services had they not been abandoned, terminated or suspended.

8.7.3 Upon payment to the A/E for Service associated with abandoned, terminated, or suspended Project Elements in accordance with this Article, the A/E shall have no further claim for Services related to the abandoned, terminated, or suspended Project Elements.

8.7.4 No payment shall be made by the Owner to the A/E for loss of anticipated profit(s) from any abandoned, terminated, or suspended Project Elements.

8.8 MAXIMUM PAYABLE FOR REIMBURSABLE EXPENSES: The aggregate sum of all payments to the Consultant for Reimbursable Expenses as described in the Article 6, "Reimbursable Expenses" of this Agreement shall not exceed **SEVENTY FIVE THOUSAND DOLLARS ($75,000.00)**, and will be reimbursed by the Owner as verified by appropriate original bills, invoices, or statements. Any portion of this sum for which payment is not authorized in writing by the Project Manager shall remain the property of Owner.

8.9 DEDICATED SERVICES ALLOWANCE ACCOUNTS: Any Dedicated Services, Allowance Account expenses shall be approved by the Owner in advance and authorized by a Service Order.

8.10 INSPECTOR GENERAL AUDIT ACCOUNT: An audit account is hereby established to pay for mandatory random audits by the County's Inspector General pursuant to County Code Section 2-1076. The amount for the Inspector General Audit Account is hereby set at **FIVE THOUSAND SEVEN HUNDRED SIX DOLLARS ($5,706.00)**. 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 funds not expended from these audit accounts remain the property of the County.

8.11 CONTINGENCY ALLOWANCE ACCOUNTS: Pursuant to Section 2-8.1 of the Code, an Allowance of ten percent (10%) of the project base estimate not exceeding **TWO HUNDRED SEVEN THOUSAND FIVE HUNDRED DOLLARS ($207,500.00)**, may be used by the Owner for unforeseen conditions. Any Allowance Account expenses shall be approved by the Owner in advance and authorized by a Service Order. Any portion of this sum for which payment is not authorized in writing by the Project Manager shall remain the property of Owner.

8.12 TOTAL AUTHORIZED AMOUNT FOR THIS AGREEMENT: The Total Authorized Amount including the IG Audit Account for this Agreement is **TWO MILLION TWO HUNDRED EIGHT-EIGHT THOUSAND TWO HUNDRED SIX DOLLARS ($2,288,206.00)**. 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 Owner.

ARTICLE 9

SPECIAL PROVISIONS

9.1 The scope of this Project shall include, but not limited to:

A. Provide the necessary support to operate, maintain, monitor, and upgrade MDAD's utility infrastructure at all MDAD Facilities.

B. Provide MDAD with the necessary support to meet regulatory compliance requirements such as the Sanitary Sewer Evaluation Study (SSES) and Peak Flow Study as mandated by Chapter 24 of the Miami-Dade County Code and regulated by the Regulatory and Economic Resources (RER) Department - Division of Environmental Resources Management (DERM).

C. Provide MDAD with the necessary support to comply with the new Miami-Dade County RER-DERM Sanitary Sewer Consent Decree (CD) Capacity, Management, Operation, and Maintenance (CMOM) program and updating and maintaining the sanitary sewer master plan for MDAD Facilities.

D. Collect and review as-built data, field verification of as-built conditions, updating the utility atlas, updating the existing modeling scenario, re-establishing the future modeling scenarios, updating the master plan document, reviewing and updating the MDAD design guidelines, reviewing and updating the technical specifications and assist the Department with environmental and permitting issues.

At the request of the Department, at any given time, the A/E may be required to provide services for more than one (1) project, and/or for more than one (1) Airport.

9.2 The Consultant shall furnish or cause to be furnished all related engineering services, including all civil, structural, electrical; maintenance of traffic; safety plans; environmental including removal and disposal of contaminated soils/water, asbestos

abatement, erosion control, Stormwater Pollution Prevention Plan (SWPPP) provisions, and preliminary applications for the dewatering permits; regulatory compliance; lighting; communications; as well as other related airfield facilities.

9.3 Article 1.23, Design Schedule and Cost Management Plan (DCSMP) is hereby deleted in its entirety.

9.4 Article 1.34, Phase, is hereby deleted in its entirety

9.5 Article 1.39 Probable Construction Cost, is hereby deleted in its entirety.

9.6 At any time during the term of this Agreement, the Owner can require the A/E provide Project Specific Professional Liability Insurance in the amount of $1,000,000 (or such other amount as may be specified in these Special Provisions) per claim to last the life of the Project plus three (3) years. The premium for this coverage shall be reimbursed to the A/E in accordance with Article 6, "Reimbursable Expenses", of this Agreement.

9.7 Pursuant to Article 2.1, the A/E may be furnished accordingly by MDAD with documents or access thereto, as referenced in Primary Services.

9.8 Article 3.28 Sustainable Buildings Program is hereby deleted in its entirety.

9.9 Article 3.31 Americans with Disabilities Act (ADA) as applicable.

9.10 Pursuant to Article 7.7, the contract measures for this Agreement are:

Small Business Enterprise (SBE/AE) Ten Percent (10%) Goal

9.11 The deduction of one quarter (1/4) of one (1) percent from each progress payment to pay or the functions of the Office of Inspector General is inapplicable because this Contract is either financed by aviation revenue bonds or funded by aviation revenue, which are subject to federal regulations.

the remainder of this page is intentionally left blank -

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

ARCHITECT/ENGINEER (CORPORATION)

Hazen and Sawyer P.C. d/b/a Hazen and Sawyer
Legal Name of Corporation

ATTEST:

Secretary: _____ By: _____
Signature and Seal Architect/Engineer - Signature

Robert B. Taylor, P.E. Patricia A. Carney, P.E., Vice President
Type Name Type Name & Title

CT/ENGINEER (INDIVIDUAL, PARTNERSHIP OR JOINT VENTURE)

_____
Legal Name

Witness: _____ By: _____
Signature

Witness: _____ By: _____
Signature

FEIN _____

MIAMI-DADE COUNTY BOARD OF COUNTY COMMMISSIONERS

By: _____
Mayor

ATTEST: Harvey Ruvin, Clerk

BY: _____
(Miami-Dade County Seal)

Approved for Form and Legal Sufficiency

_____
(Assistant County Attorney)

APPENDIX 1

PRIMARY SERVICES FEE SCHEDULE
(Refer to 8.1.1 "Compensation to the Consultant for Services")

APPENDIX 2

PRINCIPALS AND SENIOR PROJECT MANAGER OF THE A/E

Principals

Patricia Carney, P.E	Vice President
James T. Cowgil, P.E.	Vice President
Fernando B. Chiriboga	MD Operations Manager

Senior Project Managers

Christopher L. Kish, P.E	Senior Associate Project Manager
Ethan Heijn	Senior Associate Deputy PM

APPENDIX 3

CRITICAL PERSONNEL
(Per Article 3.20)

NAME	TITLE	DESIGNATED ROLE
Patricia Carney, P.E	Vice President	Principal-In-Charge
Christopher L. Kish, P.E	Senior Associate Project Manager	Engineering Support
Ethan Heijn	Senior Associate Deputy PM	CMOM
Antonio Torres, P.E.	Senior Principal Engineer	Sewer Atlas Update
Efrain Armijos, P.E.	Senior Associate	Master Plan Update
James T. Cowgil, P.E.	Vice President	QA/QC
Fernando B. Chiriboga	MD Operations Manager	QA/QC

APPENDIX 4

COMMUNITY BUSINESS ENTERPRISE (CBE) (now known as SBE-A/E) IMPLEMENTING ORDER 3-32, SBD WORKSHEET AND LETTERS OF AGREEMENT

Small Business Development Division

Project Worksheet

Project/Contract Title: UTILITIES MASTER PLAN (SANITARY SEWER)

Received Date: 05/08/2015

Project/Contract No: E15-MDAD-02

Funding Source: MULTI-YEAR OPERATING BUDGET

Department: AVIATION

Estimated Cost of Project/Bid: $2,000,000.00

Resubmittal Date(s):

Description of Project/Bid: To establish a contract to comply with the new Miami-Dade County RER-DERM Sanitary Sewer Consent Decree (CD) Capacity, Management, Operation, and Maintenance (CMOM) program and updating and maintaining the sanitary sewer master plan for MDAD Facilities. Service will include: collecting and reviewing as-built data, field verifying as-built conditions, updating the utility atlas, updating the existing modeling scenario, re-establish the future modeling scenarios, update the master plan document, review & update the MDAD design guidelines, review and update the technical specifications and assist the Department with environmental & permitting issues.

Contract Measures Recommendation

Measure	Program	Goal Percent
Goal	SBE/AE	10.00%

Reasons for Recommendation

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

Term of Agreement will be for six (6) years, plus two (2) one-year extensions. Project scope requires Prime be certified in Technical Categories (TC) 4.01 & 6.01 at 90%; Sub-consulting scope requires TC 15.01 at 10%. Currently, there are only two (2) firms certified in TC 4.01 & 6.01.

Consultants electing to submit as a sub-consultant may only participate on three (3) teams.

SIC 871 - Architectural and Engineering Services

Technical Category: 0400-Aviation Systems; 0601-W & S Sewer Sys-Water Dist & Sanitary Sewage Coll; 1501-Surveying And Mapping-Land Surveying

Small Business Contract Measure Recommendation

Subtrade	Cat.	Estimated Value	% of Items to Base Bid	Availability
SURVEYING AND MAPPING-LAND SURVEYING	SBE/AE	$200,000.00	10.00%	21
Total		$200,000.00	10.00%	

Living Wages: YES [ ] NO [X]

Responsible Wages: YES [ ] NO [X]

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

REVIEW RECOMMENDATION

Tier 1 Set Aside _____ **Tier 2 Set Aside** _____

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

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

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

CWP _____

_____ _____

County Mayor/Designee Date

DBDR0090 v.20150402

Letter of Agreement (LOA)

Community Business Enterprise Program

MIAMI-DADE COUNTY

THIS SECTION MUST BE COMPLETED BY PRIME PROPOSER/DESIGN-BUILDER

From: Hazen and Sawyer

Name of Prime Proposer / Design-Builder

In response to Miami-Dade County's Project Number E15-MDAD-02, the undersigned hereby agrees to utilize the Community Business Enterprise (CBE-A/E) firm listed below, performing the stated work at the stated percentage, if awarded the contract. The undersigned further certifies that the firm has been contacted and properly apprised of the projected work assignment(s) to be performed upon execution of the contract with Miami-Dade County. Further, by signing this Letter of Agreement the undersigned consents to be bound by all the Provisions of the CBE Ordinance No. 01-103 as amended.

*Name of Proposed CBE-A/E Firm: Robayna and Associates, Inc

Name of Certified CBE-A/E *Prime/Sub (CBE meeting the goal)	CBE-A/E Certification No.	CBE-A/E Certification Exp.	Type of Work to be Performed (Technical Certification Categories)	Percentage Amount of Design Fee
Robayna and Associates, Inc	2034	1/31/18	6.01, 15.01	4%

I certify that the representations contained in this form are to the best of my knowledge true and accurate

Patricia Carney — Proposer's / Design Builder Signature

Patricia A. Carney, PE / Vice President — Proposer's / Design-Builder's Name/Title (Print)

September 17, 2015 — (Date)

COMPLETE THIS SECTION ONLY FOR DESIGN/BUILD PROJECTS

I certify that the representations contained in this form are to the best of my knowledge true and accurate

Lead A/E Firm Signature | Lead A/E Firm Name/Title (Print) | (Date)

THIS SECTION MUST BE COMPLETED BY THE CBE SUBCONSULTANT

ACKNOWLEDGMENT BY THE PROPOSED COMMUNITY BUSINESS ENTERPRISE FIRM

The undersigned has reasonably uncommitted capacity sufficient to provide the required services, all licenses and technical certifications necessary to provide such services, the ability to provide such services consistent with normal industry practice, and the ability to otherwise meet the proposal specifications.

CBE Subconsultant Signature — September 17, 2015 — Date

Rafael L. Robayna, PE — Chief Executive Officer

CBE Subconsultant Name (Print) — Title

Robayna and Associates, Inc

Name of CBE-A/E Firm

Letter of Agreement (LOA)

Community Business Enterprise Program

MIAMI-DADE COUNTY

THIS SECTION MUST BE COMPLETED BY PRIME PROPOSER/DESIGN-BUILDER

From: Hazen and Sawyer

Name of Prime Proposer / Design-Builder

In response to Miami-Dade County's Project Number E15-MDAD-02, the undersigned hereby agrees to utilize the Community Business Enterprise (CBE-A/E) firm listed below, performing the stated work at the stated percentage, if awarded the contract. The undersigned further certifies that the firm has been contacted and properly apprised of the projected work assignment(s) to be performed upon execution of the contract with Miami-Dade County. Further, by signing this Letter of Agreement the undersigned consents to be bound by all the Provisions of the CBE Ordinance No. 01-103 as amended.

*Name of Proposed CBE-A/E Firm: Civil Works, Inc

Name of Certified CBE-A/E *Prime/Sub (CBE meeting the goal)	CBE-A/E Certification No.	CBE-A/E Certification Exp.	Type of Work to be Performed (Technical Certification Categories)	Percentage Amount of Design Fee
Civil Works, Inc	530	10/31/17	4.01. 6.01, ~~15.01~~	2%

I certify that the representations contained in this form are to the best of my knowledge true and accurate

Patricia Carney — Proposer's / Design Builder Signature

Patricia A. Carney, PE / Vice President — Proposer's / Design-Builder's Name/Title (Print)

September 17, 2015 — (Date)

COMPLETE THIS SECTION ONLY FOR DESIGN/BUILD PROJECTS

I certify that the representations contained in this form are to the best of my knowledge true and accurate

Lead A/E Firm Signature | Lead A/E Firm Name/Title (Print) | (Date)

THIS SECTION MUST BE COMPLETED BY THE CBE SUBCONSULTANT

ACKNOWLEDGMENT BY THE PROPOSED COMMUNITY BUSINESS ENTERPRISE FIRM

The undersigned has reasonably uncommitted capacity sufficient to provide the required services, all licenses and technical certifications necessary to provide such services, the ability to provide such services consistent with normal industry practice, and the ability to otherwise meet the proposal specifications.

CBE Subconsultant Signature — September 17, 2015 (Date)

Linda M. Bell, PE — CBE Subconsultant Name (Print)

President — Title

Civil Works, Inc — Name of CBE-A/E Firm

Letter of Agreement (LOA)

Community Business Enterprise Program

MIAMI-DADE COUNTY

THIS SECTION MUST BE COMPLETED BY PRIME PROPOSER/DESIGN-BUILDER

From: Hazen and Sawyer
Name of Prime Proposer / Design-Builder

In response to Miami-Dade County's Project Number E15-MDAD-02, the undersigned hereby agrees to utilize the Community Business Enterprise (CBE-A/E) firm listed below, performing the stated work at the stated percentage, if awarded the contract. The undersigned further certifies that the firm has been contacted and properly apprised of the projected work assignment(s) to be performed upon execution of the contract with Miami-Dade County. Further, by signing this Letter of Agreement the undersigned consents to be bound by all the Provisions of the CBE Ordinance No. 01-103 as amended.

*Name of Proposed CBE-A/E Firm: Cardozo Engineering, Inc

Name of Certified CBE-A/E *Prime/Sub (CBE meeting the goal)	CBE-A/E Certification No.	CBE-A/E Certification Exp.	Type of Work to be Performed (Technical Certification Categories)	Percentage Amount of Design Fee
Cardozo Engineering, Inc	470	10/31/17	6.01	2%

I certify that the representations contained in this form are to the best of my knowledge true and accurate

Proposer's / Design Builder Signature | Patricia A. Carney, PE / Vice President (Proposer's / Design-Builder's Name/Title (Print)) | September 17, 2015 (Date)

COMPLETE THIS SECTION ONLY FOR DESIGN/BUILD PROJECTS

I certify that the representations contained in this form are to the best of my knowledge true and accurate

Lead A/E Firm Signature | Lead A/E Firm Name/Title (Print) | (Date)

THIS SECTION MUST BE COMPLETED BY THE CBE SUBCONSULTANT

ACKNOWLEDGMENT BY THE PROPOSED COMMUNITY BUSINESS ENTERPRISE FIRM

The undersigned has reasonably uncommitted capacity sufficient to provide the required services, all licenses and technical certifications necessary to provide such services, the ability to provide such services consistent with normal industry practice, and the ability to otherwise meet the proposal specifications.

CBE Subconsultant Signature — September 17, 2015 (Date)

Roberto Cardozo, PE — President

CBE Subconsultant Name (Print) — Title

Cardozo Engineering, Inc

Name of CBE-A/E Firm

Letter of Agreement (LOA)

Community Business Enterprise Program

MIAMI-DADE COUNTY

THIS SECTION MUST BE COMPLETED BY PRIME PROPOSER/DESIGN-BUILDER

From: Hazen and Sawyer
Name of Prime Proposer / Design-Builder

In response to Miami-Dade County's Project Number E15-MDAD-02, the undersigned hereby agrees to utilize the Community Business Enterprise (CBE-A/E) firm listed below, performing the stated work at the stated percentage, if awarded the contract. The undersigned further certifies that the firm has been contacted and properly apprised of the projected work assignment(s) to be performed upon execution of the contract with Miami-Dade County. Further, by signing this Letter of Agreement the undersigned consents to be bound by all the Provisions of the CBE Ordinance No. 01-103 as amended.

*Name of Proposed CBE-A/E Firm: 300 Engineering Group, PA

Name of Certified CBE-A/E *Prime/Sub (CBE meeting the goal)	CBE-A/E Certification No.	CBE-A/E Certification Exp.	Type of Work to be Performed (Technical Certification Categories)	Percentage Amount of Design Fee
300 Engineering Group, PA	13744	3/31/18	6.01	2%

I certify that the representations contained in this form are to the best of my knowledge true and accurate

Patricia Carney — Proposer's / Design Builder Signature

Patricia A. Carney, PE / Vice President — Proposer's / Design-Builder's Name/Title (Print)

September 17, 2015 — (Date)

COMPLETE THIS SECTION ONLY FOR DESIGN/BUILD PROJECTS

I certify that the representations contained in this form are to the best of my knowledge true and accurate

Lead A/E Firm Signature | Lead A/E Firm Name/Title (Print) | (Date)

THIS SECTION MUST BE COMPLETED BY THE CBE SUBCONSULTANT

ACKNOWLEDGMENT BY THE PROPOSED COMMUNITY BUSINESS ENTERPRISE FIRM

The undersigned has reasonably uncommitted capacity sufficient to provide the required services, all licenses and technical certifications necessary to provide such services, the ability to provide such services consistent with normal industry practice, and the ability to otherwise meet the proposal specifications.

CBE Subconsultant Signature — September 17, 2015 (Date)

Franklin A. Torrealba, PE — CBE Subconsultant Name (Print)

Director — Title

300 Engineering Group, PA
Name of CBE-A/E Firm

MIAMI-DADE

Implementing Order No.: IO 3-32

Title: COMMUNITY BUSINESS ENTERPRISE (CBE-A/E) PROGRAM FOR THE PURCHASE OF PROFESSIONAL ARCHITECTURAL, LANDSCAPE ARCHITECTURAL, ENGINEERING, OR SURVEYING AND MAPPING SERVICES

Ordered: 5/3/2011 **Effective:** 5/13/2011

AUTHORITY:

Sections 1.01, 2.02 and 5.02 of the Miami-Dade County Home Rule Amendment and Charter; Sections 2-10.4.01, and 10-38 of the Code of Miami-Dade County.

SUPERSEDES:

This Implementing Order supersedes previous Administrative Order 3-32, ordered November 30, 2004 and effective December 10, 2004.

POLICY:

A. It is the policy of Miami-Dade County that not less than 10% of the County's total annual expenditures of all project specific contracts for professional architectural, landscape architectural, engineering, and surveying and mapping services, shall be expended with CBE-A/Es certified under the CBE-A/E ordinance.

B. Except where federal or state laws or regulations mandate to the contrary, this Implementing Order applies to all project specific awards, and multiple project contracts as mandated in the CBE-A/E ordinance.

C. APPLICABILITY TO THE PUBLIC HEALTH TRUST:
The application of contract measures to professional architectural, landscape architectural, engineering, or surveying and mapping services purchased by the Public Health Trust shall be governed by this Implementing Order.

I. DEFINITIONS

This Implementing Order incorporates completely the definitions listed in the CBE–A/E Ordinance. Those definitions, as well as additional terms necessary for the understanding of this Implementing Order, are listed below:

A. "Agreement" means an agreement proposed by the County, or Public Health Trust staff, or approved by the County Commission or Public Health Trust for architectural, landscape architectural, engineering, or surveying and mapping professional services.

B. "Available" or "Availability" means to have, prior to proposal submission, the ability to provide professional services under an agreement or sub consultant agreement by having:

reasonably estimated, uncommitted capacity and expertise; all licenses, permits, registrations, insurances and certifications; that are reasonably required to perform the agreement or subconsultant agreement consistent with normal industry practice; and the ability to otherwise meet all the proposal specifications.

C. "Bonding Assistance" may include providing assistance in preparing and completing bond packages as well as providing funding to be used for bonding purposes.

D. "Business Day" means a regular weekday (Monday through Friday) normally starting at 8:00 a.m. and finishing at 5:00 p.m., excluding Saturdays and Sundays and excluding all legal holidays recognized by the Federal, State or Miami-Dade County governments.

E. "Calendar Day" means a twenty-four (24) hour period covering all days of the week (Monday through Sunday including all holidays), starting at 12:00 a.m. and finishing at 11:59 p.m.

F. "Commercially Useful Function" means contractual responsibility for the execution of a distinct element of the work of an agreement by a firm and the carrying out of the contractual responsibilities by actually performing, managing, and supervising the work involved. Acting as a broker is not considered a commercially useful function. The determination of whether an activity is a commercially useful function shall include:

the evaluation of the amount of work contracted to subconsultants; normal industry practices; the skills, qualifications, or expertise of the firm to perform the work; whether the firm's own personnel perform, manage, and/or supervise the work involved; and other relevant factors.

G. "Community Business Enterprise (CBE-A/E)" means a firm providing architectural, landscape architectural, engineering, or surveying and mapping professional services, including a design-build firm, which has an actual place of

business in Miami-Dade County and whose three (3) year average annual gross revenues do not exceed two million ($2,000,000) dollars for Tier 1 CBE-A/Es, four million five hundred thousand ($4,500,0000) dollars for Tier 2 CBE-A/Es in the case of architectural services, or six million ($6,000,000) dollars for Tier 2 CBE-A/Es in the case of landscape architectural, engineering or surveying and mapping services. A CBE-A/E will graduate out of the Program once it has exceeded these Tier 2 size limits based on its three year average annual gross revenues. As part of the certification process, CBE-A/Es must go through a technical certification process, which will be used to determine which of the technical certification categories the CBE-A/E will be placed in. A firm's eligibility to participate in the CBE-A/E program shall be determined based on the cumulative adjusted gross revenues of the applicant firm in combination with that of all of the firm's affiliates as provided in Section II E. Representations as to gross revenues shall be subject to audit. The Contracting Participation Levels are as follows:

i. Tier 1 CBE-A/Es in the case of architectural, landscape architectural, engineering, or surveying and mapping professional services – 3 year average annual gross revenues of $0 to $2,000,000.

ii. Tier 2 CBE-A/Es in the case of architectural services – 3 year average annual gross revenues of $2,000,001 to $4,500,000.

iii. Tier 2 CBEA/Es in the case of landscape architectural services, engineering, or surveying and mapping professional services – 3 year average annual gross revenues of $2,000,001 to $6,000,000

The County Mayor or designee shall be authorized to adjust the CBE-A/E size limits every five (5) years based on the Consumer Price Index calculated by the U.S. Department of Commerce as applied to Miami-Dade County for the preceding five (5) years. The first indexing adjustment shall occur for the 2013-2014 calendar year using the Consumer Price Index figures provided for the calendar year ended December 31, 2012, and every five (5) years thereafter. The County Mayor or designee shall advise the Board of any such adjustment.

H. "Construction" means the building, renovating, retrofitting, rehabbing, restoration, painting, altering, or repairing of a public improvement.

I. "Continuing Contract" shall have the definition provided at Sec. 2-10.4(1)(f), Code of Miami-Dade County.

J. "CBE-A/E Program" is the Community Business Enterprise Program for the Architectural, Engineering, Landscape Architectural, Surveying and Mapping Professionals.

K. "Debar" means to exclude a consultant, its individual officers, its shareholders with significant interests, its qualifying agent or its affiliated businesses from County agreements, whether as a prime consultant or subconsultant, for a specified period of time, not to exceed five (5) years.

L. "Design-build contract" means a single contract with a design-build firm for the design and construction of a public construction project.

M. "Design-build Firm" means a partnership, corporation, or other legal entity with the following characteristics:

1. A partnership or joint venture, having at least one partner in compliance with either of the following two requirements:

    a. Is certified under Section 489.119, Florida Statutes, to engage in contracting through a certified or registered general contractor or a certified or registered building contractor as the qualifying agent; or

    b. Is certified under Section 471.023, Florida Statutes, to practice engineering; certified under Section 481.219 to practice architecture; or certified under Section 481.319 to practice landscape architecture.

2. An individual or corporation in compliance with the following two requirements:

    a. Is certified under Section 489.119, Florida Statutes, to engage in contracting through a certified or registered general contractor or a certified or registered building contractor as the qualifying agent; and

    b. Is certified under Section 471.023, Florida Statutes, to practice engineering; certified under Section 481.219 to practice architecture; or certified under Section 481.319 to practice landscape architecture.

N. "DPM" means Miami-Dade County Department of Procurement Management.

O. "Firm" means any individual, firm, partnership, corporation, association, joint venture or other legal entity permitted by law to practice architecture,

engineering, landscape architecture, design-build, and/or land surveying and mapping services.

P. "Graduation" means the CBE-A/E has exceeded the specific size limits stated for the Program and thus may no longer be eligible for participation in the Program.

Q. "Joint Venture" means an association of two or more CBE-A/Es. Joint ventures shall be subject to the size limitations set forth in this ordinance; such size limitations include affiliates as set forth in Appendix A of this ordinance.

R. "Multiple Projects Contract" is a contract for a "project" which constitutes a grouping of minor or substantially similar study of activities or substantially similar construction, rehabilitation or renovation activities as defined in Sec. 2-10.4(1)(e)(1) and (2), Code of Miami-Dade County.

S. "Owned" means having all the customary incidents of ownership, including the right of disposition, and the right or obligation to share in all risks and profits commensurate with the degree of ownership interest.

T. "Professional Services" are those services within the scope of the practice of architecture, professional engineering, landscape architecture, or registered surveying and mapping, as defined by the laws of Florida, or those performed by any architect, professional engineer, landscape architect, or registered surveyor and mapper in connection with his or her professional employment or practice.

U. "Project Specific Awards" are contracts for professional services between Miami-Dade County and a firm whereby the firm provides professional services to the County agency for work of a specified nature for a fixed capital study or planning activity.

V. "Prompt Payment" – it is the intent of the County that all firms providing professional services to the County, shall receive payments promptly in order to maintain sufficient cash flow.

1. Contracts with CBE-A/E set-asides or subconsultant goals shall require that billings from consultants under prime professional services with Miami-Dade County, Fire or the Public Health Trust that are a CBE-A/E contract set-aside or which contain a Set-aside or subconsultant goal shall be promptly reviewed and payment made by the County or Trust on those amounts not in

dispute within fourteen (14) calendar days of receipt of such billing by the County, Fire, or the Trust.

2. The Department of Small Business Development may investigate reported instances of late payments to CBE-A/Es.

3. The County Mayor or designee shall establish an administrative procedure for the resolution of written complaints pertaining to underpayment of professional services.

W. "Proposal" means a proposal, letter of interest, letter of participation or offer by any proposer in response to any kind of invitation, request or public announcement to submit such proposal, letters of interest, letter of participation or offer to perform the agreement.

X. "Proposer" means any firm that submits a proposal to provide professional services.

Y. "Qualifier" means the individual who qualified the firm license holder as required by Florida Statute.

Z. "Review Committee" or "RC" means the committee established by the County Mayor or designee to review proposed projects for the application of contract measures where SBD and the contracting department have not established consensus.

AA. "SBD" means Miami-Dade County Department of Small Business Development.

BB. "Subconsultant Goal" means a proportion of a prime agreement value stated as a percentage to be subconsulted to Tier 1 and Tier 2 CBE-A/Es to perform a commercially useful function.

CC "Suspension" means temporary debarment for a period not to exceed two (2) years.

DD. "Tier 1 Set-Aside" means reservation for competition solely among Tier 1 CBE-A/E prime consultants and Tier 1 and/or Tier 2 CBE-A/E subconsultants of a given prime County agreement for architectural, landscape architectural, engineering, or surveying and mapping professional services when the estimated cost of professional fees are $1,000,000 or less. Tier 2 CBE-A/Es may not compete for Tier 1 CBE-A/E Set-asides as prime consultants.

EE. "Tier 2 Set-Aside" means reservation for competition solely among Tier 2 CBE-A/E prime consultants and Tier 1 and/or Tier 2 CBE-A/E subconsultants of a given prime County agreement for architectural, landscape architectural, engineering, or surveying and mapping professional services when the estimated cost of professional service fees are $1,000,001 or greater. Tier 1 CBE-A/Es may compete for Tier 2 CBE-A/E set-asides as prime consultants.

FF. "Technical Certification" means a certification approved by the Miami-Dade County Technical Certification Committee which establishes minimum qualifications of the firm to perform the specific services to be eligible to submit proposals on, and receive award of, County agreements for architectural, engineering, landscape architecture, or surveying and mapping services. Firms may be certified in several different technical certification categories.

II. CERTIFICATION

RESPONSIBILITY OF Department of Small Business Development (SBD)

1. SBD is the County agency responsible for certifying applicants, decertifying and recertifying CBE-A/Es, SBD shall maintain and publish at least monthly an updated list of CBE-A/Es, identifying each listed CBE-A/E based on each Standard Industry Classification/North American Industry Classification System (SIC/NAICS) category, and each Technical Certification Category.

2. SBD shall collect, assemble and verify all information needed to establish the eligibility of an applicant and continued eligibility of a CBE-A/E.

3. SBD shall not certify an applicant, shall not grant continuing eligibility to a CBE-A/E, and shall decertify a CBE-A/E that fails to comply with the criteria or procedures of the CBE-A/E Ordinance as amended, in this Implementing Order and/or participation provisions. SBD shall have authority to suspend the certification of a CBE-A/E during any appeal of a certification decision.

4. SBD shall certify each CBE-A/E by the type of professional service it performs in accordance with the applicable SIC and/or NAICS Code(s) and the Technical Certification Categories for which the CBE-A/E is licensed. A CBE-A/E can be certified in an unlimited number of applicable SIC/NAICS Codes and Technical Certification Categories.

5. SBD shall provide written procedures and/or forms for continuing eligibility to certified CBE-A/Es not later than thirty (30) calendar days prior to their anniversary date.

6. To decertify a CBE-A/E, SBD shall either:

   a. give notice to the CBE-A/E that the decertification decision will be effective at the completion of any appeal under this Implementing Order; or
   b. suspend the certification of the CBE-A/E during any appeal of the certification decision.

7. SBD shall give written notice, including the reasons for its decision, to applicants who are denied certification and to CBE-A/Es who are decertified, denied recertification or who have graduated.

8. SBD may require applicants and CBE-A/Es to submit information regarding their business operations including, but not limited to, a breakdown of the applicant's or CBE-A/E's ownership, and/or workforce as to race, national origin, gender, and gross annual sales receipts.

A. CERTIFICATION PROCESS

1. Interested parties may obtain the certification application from SBD and are encouraged to request an explanation of the certification process. A copy of the certification application and an explanation of the certification process is also available on SBD's Web Page through the County's Internet Portal at http://www.miamidade.gov/sba.

2. The applicant shall complete the certification application and submit it with all requested documentation to SBD.

3. All applicants, including CBE-A/Es seeking continuing eligibility, shall attend, if requested by SBD staff, an Eligibility Review Meeting (ERM) to clarify information that was submitted in the application and accompanying documents or to gain additional information regarding the applicant's eligibility for certification.

4. All applicants, including CBE-A/Es seeking continuing eligibility, shall allow site visits by SBD staff to gain additional information regarding compliance with eligibility requirements.

B. TERMS OF CERTIFICATION

1. Certification is valid for a three (3) year period. Certification for CBE-A/E firms is continuous within the three year period with the firm's annual submission of an Affidavit for Continuing Eligibility. SBD shall require that all CBE-A/E firms, in order to continue eligibility, submit an Affidavit for Continuing Eligibility annually on or before the Anniversary Date. The Affidavit for Continuing Eligibility shall include:

    a. Most recent, signed, complete business tax return(s) or extension(s) for the firm and all affiliates.

    b. Current business, professional license, Local Business Tax Receipt issued by Miami-Dade County and certifications.

    c. Current lease agreement or warrantee deed for the firm's actual place of business.

    d. Notarized, sworn affiliation affidavit.

2. Additional supporting documentation may be required by SBD to verify eligibility.

3. SBD will take the following action if a CBE-A/E firm's Affidavit for Continuing Eligibility is not received on or before the Anniversary Date:

    a. SBD shall prepare a Notice of Certification Removal.

    b. SBD shall mail the Notice of Certification Removal to the CBE-A/E firm.

    c. SBD shall allow the CBE-A/E firm (15) days from the date of the notice to provide the Affidavit for Continuing Eligibility and supporting documentation.

    d. If the CBE-A/E firm does not provide the Affidavit for Continuing Eligibility and supporting documentation within the timeframe stipulated above, SBD shall decertify the firm and notify the firm in writing of the decertification.

    e. The "Notice of Certification Removal" will be dated the day following the deadline established pursuant to "c." above.

4. A CBE-A/E firm, its individual officers, its shareholders with significant interests, its qualifying agent or its affiliated businesses that has been denied recertification, that has been decertified is not eligible to apply for certification for twelve (12) months from the time of the denial, ~~or~~ decertification, or graduation. Graduating firms may be eligible to reapply for certification, after filing and submitting their most recent corporate tax return subsequent to graduation, if and only if, said tax return was not previously considered.

5. A business owner, alone or as a member of a group, shall own or control only one CBE-A//E at a time. A business owner, alone or as a member of a group, and any CBE-A/E, may not hold more than a ten (10) percent equity ownership in any other CBE-A/E in the same or similar line of business. If a non-CBE-A/E in the same or similar line of business as a CBE-A/E has an equity ownership of such CBE-A/E that exceeds ten (10) percent, the CBE-A/E shall not be certified or recertified.

6. Certified CBE-A/Es shall provide written notice to SBD of any changes that affect their eligibility as CBE-A/Es. CBE-A/Es shall submit a Change Request Form and supporting documentation describing the nature of the change, the effective date of the change(s) to SBD within thirty (30) calendar days of the effective date of the change(s). This form must be completed and returned to SBD in order for the change to be processed by SBD.

7. A CBE-A/E must have a valid certification in effect at time of proposal submittal. For successful proposers, certification must be maintained throughout the selection process and contract award. With the exception of provisions described in CBE-A/E Ordinance for graduation from the CBE-A/E program, loss of CBE-A/E certification may lead to removal of the firm from continued participation in the CBE-A/E program. CBE-A/Es shall allow site visits by SBD staff to determine continuing compliance with certification requirements.

B. ELIGIBILITY REQUIREMENTS

1. Applicants and CBE-A/Es must be profit-motivated businesses. (Note: not-for-profit or non-profit corporations are not eligible for certification).

2. CBE-A/Es must have an actual place of business in Miami-Dade County and may be registered as a vendor with DPM.

a. When determining whether the applicant has an actual place of business in Miami-Dade County, SBD shall consider evidence such as, but not limited to:

(1) The firm's address as recorded on the Miami-Dade County Local Business Tax Receipt.

(2) The existence of a Miami-Dade County telephone number in the name of the CBE-A/E or the name with which the CBE-A/E is doing business;

(3) Offices, premises related to business, or other facilities within the geographic boundaries of Miami-Dade County at which the services to be provided are produced or performed;

(4) The existence and location of secretarial or other administrative staff;

(5) The existence of other offices or premises at which the same business is conducted; and

(6) The possession of professional licenses and/or competency certificates required to conduct the business in Miami-Dade County.

3. An individual, alone or as a member of a group, shall own or control only one (1) CBE-A/E firm.

4. A firm's eligibility to participate in the CBE-A/E program shall be determined based on the average annual adjusted gross revenues for the last three (3) years, in combination with that of all of the firm's affiliates, if any. Representations as to gross revenues shall be subject to audit.

5. Applicants and certified CBE-A/Es must be properly licensed to conduct business in the State of Florida and in Miami-Dade County, and must perform a commercially useful function with an actual place of business in Miami-Dade County, and must continue to perform a commercially useful function in Miami-Dade County to be eligible for certification or to remain certified.

6. The applicant qualifier of the firm must own at least twenty-five percent (25%) of the certified firm's issued stock or have at least a twenty-five (25) percent ownership interest in the certified firm. A CBE-A/E firm may be certified in other technical categories for which the firm has received Technical

Certification in accordance with Section 2-10.4 of the Code of Miami-Dade County through a non-owner qualifier.

7. Nothing shall prohibit CBE-A/Es from competing for contracts under the Federal Disadvantaged Business Enterprise (DBE) program or any other business assistance program if the CBE-A/E is also certified for the programs under this Implementing Order by SBD or certified by any other agency or organization.

8. When investigating the ownership and control of an applicant or a CBE-A/E, SBD shall consider factors including, but not be limited to the following:

   a. All securities constituting ownership and/or control of a business for purposes of establishing the business as a CBE-A/E shall be held directly by the owners. No securities held in trust shall be considered.

   b. The contributions of capital and expertise by the qualifying agent to acquire interest in the business shall be real and substantial. Examples of insufficient contributions may include, but are not limited to, a note payable to the business or to those of its part owners, or the mere participation of the qualifier as an employee, rather than as a manager.

9. A CBE-A/E shall not be subject to any formal or informal restrictions that limit the customary discretion of the owner.

10. An applicant that has undergone a recent change in ownership, control or reported income level will be carefully scrutinized. Factors such as, but not limited to, the following shall be considered:

    a. The reasons for the timing of the change in ownership of the business relative to the time that the contracts in the applicant's trade, Standard Industry Classification/North American Industry Classification System (SIC/NAICS), or service area are advertised;

    b. Whether an individual identified as an owner who had a previous or continuing employee-employer relationship with present owners has actual management responsibilities and capabilities;

    c. The participation of one or more of the owners of the applicant firm in another firm in the same trade, SIC/NAICS, or service area;

d. Whether reported income levels indicate a severe decline to possibly attempt to qualify the firm for CBE-A/E certification; and

e. Whether affiliation as described herein exists or once existed between the applicant firm and a non-CBE-A/E firm.

D. SIZE ELIGIBILITY AND AFFILIATION DETERMINATION

A. General: Only small firms that meet size limits of Tier 1 and Tier 2 CBE-A/Es as to average annual adjusted gross revenues for the last three years may be certified as CBE-A/Es. Size determinations for Tier 1 and Tier 2 CBE-A/Es certification eligibility shall take into account the combined gross revenues of the applicant firm and all of its domestic and foreign affiliates. All affiliates of the applicant firm, regardless of whether organized for profit, shall be included.

B. Affiliation: Firms are considered affiliates of each other when either directly or indirectly:

1. One concern controls or has the power to control the other, or

2. A third party or parties controls or has the power to control both, or

3. An identity of interest between or among parties exists such that affiliation may be found.

C. In determining whether affiliation exists, consideration shall be given to all appropriate factors, including, but not limited to, common ownership, common management, common facilities, related business lines or related scopes of work, and contractual relationships. Examples of affiliation include:

1. Nature of control in determining affiliation.

   Every firm is considered to have one or more parties who directly or indirectly control or have the power to control it. Control may be affirmative or negative and it is immaterial whether it is exercised so long as the power to control exists.

2. Identity of interest between and among persons as an affiliation determinant.

Affiliation can arise between or among two or more persons with an identity of interest, such as members of the same family or persons with common investments in more than one firm. In determining who controls or has the power to control firm, persons with an identity of interest may be treated as though they were one person.

3. Affiliation through stock ownership.

4. Affiliation through common management. Affiliation generally arises where officers, directors, or key employees serve as the majority or otherwise as the controlling element of the board of directors and/or the management of another firm.

5. Affiliation through common facilities. Affiliation generally arises where one firm shares office space and/or employees and/or other facilities with another firm, particularly where such firms are in the same or related industry or field of operations, or where such firms were formerly affiliated.

6. Affiliation with a newly organized firm. Affiliation generally arises where former officers, directors, principal stockholders, and/or key employees of one firm organize a new firm in the same or a related industry or field of operation, and serve as its officers, directors, principal stockholders, and/or key employees, and the firm is furnishing or will furnish the other firm with subconsulting agreements, financial or technical assistance, proposal or performance bond indemnification, and/or other facilities, whether for a fee or otherwise.

7. Affiliation through contractual relationships. Affiliation generally arises where one firm is dependent upon another firm for consulting agreements and business to such a degree that its economic viability would be in jeopardy without such agreements/business.

8. Affiliation under joint venture arrangements.

D. Gross Annual Revenues.

1. In size determinations, size eligibility requires that the firm may not exceed the three year average gross annual revenues in the applicable standard.

2. Definitions. For the purpose of determining annual gross revenues of a firm:

   a. "Accrual Basis" means a method of accounting in which accounts and notes receivable are recorded in the regular books of account for the period in which the firm first has a claim of right to them.

   b. "Claim of Right" has the meaning attributed to it by the U.S. Internal Revenue Service (IRS).

   c. "Gross Revenues" is defined to include all revenue in whatever form received or accrued from whatever source, including from the sales of products or services, interest, dividends, rents, royalties, fees, or commissions, reduced by returns and allowances. However, the term revenues excludes proceeds from sales of capital assets and investments, proceeds from transactions between a firm and its domestic and foreign affiliates, amounts collected for another by a travel agent or real estate agent, and taxes collected for remittance to a taxing authority.

   d. "Regular Books of Account" means the general ledger or other book of final entry and, if used, the journals or other books of original entry.

   e. "Completed Fiscal Year" means a taxable year including any short period. Taxable year and short period have the meaning attributed to them by the IRS.

   f. Unless otherwise defined in this section, all terms shall have the meaning attributed to them by the IRS.

3. Period of measurement.

   a. Annual Gross Revenues of a firm which has been in business for three (3) or more completed fiscal years means the arithmetic annual average revenue of the firm over its last three (3) completed fiscal years (total revenue compiled over the entire three (3) year period would be divided by three).

   b. Annual Gross Revenues of a firm which has been in business for less than three (3) fiscal years means the arithmetic annual average revenue over the time period the firm has been in business (total revenues compiled over the period the firm has been in business,

divided by the number of weeks, including fractions of a week, the firm has been in business, multiplied by (52).

c. Annual Gross Revenues of a firm which has been in business three or more years but has a short year in the last three years will be the arithmetic annual average revenue over the two full years and the short year. The short period may appear at the beginning, middle or end of the three year calculation period.

4. Method of determining annual gross revenues.

   a. Revenue may be taken from the regular books of account of the firm. If the firm so elects, or has not kept regular books of account, or the IRS has found such records to be inadequate and has reconstructed income of the firm, then revenues shown on the federal income tax return of the firm may be used in determining annual gross revenues. Revenue shown on the regular books of account or the Federal Income tax return on a basis other than accrual must be restated to show revenue on an accrual basis for all fiscal years.

   b. Where the federal income tax return of a firm shows its annual gross revenues to be less than seventy-five (75) percent of the applicable size standard, the firm need not restate its revenue to an accrual basis prior to determining annual revenues.

   c. Where a short period is included in the firm's most recent three (3) years, annual gross revenues are calculated by dividing the sum of the revenues of the short year and the revenues of the two (2) full fiscal years by the sum of the number of weeks in the short fiscal year and the number of weeks in the two full fiscal years, and multiplying that figure (the weekly average revenues) by fifty-two (52).

5. Annual gross revenues of affiliates.

   a. If a firm has acquired an affiliate or been acquired as an affiliate during any portion of the applicable averaging period used to calculate, the annual gross revenues to determine size status (including before certification), the revenues of both the firm and the affiliate(s)/acquirer will be aggregated to compute size. Such aggregation of revenues will occur for each entire fiscal year of both the applicant and the affiliate(s)/acquirer, irrespective of the length of

time the affiliation existed during said fiscal year, as long as an affiliation existed at any point during that fiscal year.

E. Annual gross revenues and adjusted gross revenues of affiliated.

1. The annual gross revenues and adjusted gross revenues of affiliates shall be included in determining size status of the applicant.

2. Payments to an affiliate that has been used as a subconsultant by the applicant shall not be counted as documented payment used to adjust the gross revenues of the applicant.

III. JOINT VENTURES

A. Only joint ventures approved by SBD in accordance with this Implementing Order are eligible to participate as joint ventures in the CBE-A/E program. Joint ventures must be lawfully established. All members of the joint venture must be certified as CBE-A/Es before the joint venture can be approved. Joint ventures can participate under the CBE-A/E program on contracts with CBE-A/E set-asides or subconsultant goals.

B. Joint ventures must submit, prior to proposal submission, a Joint Venture Agreement containing the following information:

1. A description of the financial contribution of each member;

2. A list of the personnel and equipment used by each member;

3. A detailed breakdown of the responsibility of each member and the work to be performed by each member;

4. An explanation of how the profits and/or losses will be distributed;

5. The bonding capacity of each member;

6. A description of any management or incentive fees for any of the members;

7. A statement of the percentage of the joint venture that is owned and controlled by the qualifying member(s) and the basis for claiming such percentage; and

8. A copy of any required State certificates or registrations.

C. SBD shall collect, assemble and verify all information needed to determine if all members of a joint venture are CBE-A/Es. A Joint Venture Agreement is complete when it includes all required supporting information.

IV. DEPARTMENT/AGENCY RESPONSIBILITIES

A. Each department and agency, in conjunction with the annual budget process, shall compile a list of its proposed capital projects, renovations, and major repairs for the fiscal year. Each department and agency shall forward the list by August 1 of each year to SBD for use in the formulation of the CBE-A/E objectives.

B. Each department and agency, in conjunction with its contracting and purchasing activities, shall compile and maintain a list of its consultants' ownership demographics. These lists shall be updated at least quarterly and forwarded to SBD. Contract documents shall require that all requests for payment by the prime consultants include a list of all subconsultants who have performed work, and shall contain the prompt payment provisions outlined in the CBE-A/E ordinance.

C. SBD shall prepare standard proposal participation provisions. Each issuing department including the Public Health Trust must use these standard proposal participation provision documents for all agreements with agreement set-asides or subconsultant goals unless SBD approves substitute proposal documents. When proposal documents for agreements with set-asides or subconsultant goals are advertised, they shall include a web link to the CBE-A/E Certification List.

D. SBD shall notify departments of the recommended agreement set-aside, or subconsultant goal.

E. Subsequent to a recommendation and prior to agreement advertisement, each department shall advise SBD of any change in the scope of work of an agreement. SBD shall review the change and recommend to the County Manager whether the agreement requires further review due to the change in the scope of work. Each department shall advise SBD of post-award changes in scope and all change orders that require Board of County Commissioners' approval shall be submitted to SBD. SBD shall review the changes and change orders and recommend to the County Manager whether the

agreement requires further review due to the change in the scope of work, and report on the prime consultant's current status of CBE-A/E compliance.

F. Each department shall advise SBD of any agreement advertisement dates that are in excess of one hundred twenty (120) days of the initial recommendation to apply a set-aside or a goal in order to allow SBD to identify any changes in availability. Each department shall advise SBD of any agreement cancelled or not advertised within one hundred eighty (180) days after review and the agreement must be resubmitted to SBD to re-establish availability.

V. PROCEDURE FOR RECOMMENDATION OF AGREEMENT SET-ASIDES OR SUBCONSULTANT GOALS

Each individual project specific award and multiple project contracts (if the multiple projects contract 10% utilization objective has not been met) as mandated by the CBE-A/E ordinance for the purchase of architectural, landscape architectural, engineering, or surveying and mapping services, shall be reviewed for application of Tier 1 CBE-A/E set-asides or subconsultant goals. The procedure for applying Tier 1 CBE-A/E set-asides or subconsultant goals on such services are as follows:

A. Each department, as applicable, shall review anticipated agreements for application of Tier 1 and/or Tier 2 CBE-A/E set-asides or subconsultant goals.

B. Departments shall work in conjunction with SBD in recommending whether agreements should be set-aside for Tier 1 and/or Tier 2 CBE-A/Es or have subconsultant goals applied. The department shall submit the appropriate items from the following to the Director of SBD:

1. For each recommendation to have an agreement set-aside for Tier 1 and/or Tier 2 CBE-A/Es or to have a subconsultant goal applied, a memorandum should be included providing an appropriate brief description as follows:

    a) Project title and number;

    b) A complete breakdown of all the required professional services, including identification by their respective technical certification categories;

c) Estimated percentage of work for each of the required professional services;

d) A history of previous purchases to include the sizes of the previously successful consultants as appropriate for the previous three (3) years; and

e) The recommendation as to whether to set-aside the agreement or to place a subconsultant goal on the agreement.

2. An agreement may be set-aside for Tier 1 and/or Tier 2 CBE-A/Es or may have subconsultant goals applied to a given agreement when availability has been established for the Standard Industry Classification/North American Industry Classification System (SIC/NAICS) category in which the agreement is classified and the forecast of future expenditures by program area indicates that an agreement set-aside for Tier 1 and/or Tier 2 CBE-A/Es or a subconsultant goal will be appropriate.

A. GENERAL GUIDANCE

1. The selection of an agreement for Tier 1 set-aside and/or Tier 2 subconsultant goal shall include consideration of the following:

a. The impact of the project as it relates to the CBE-A/E objective;

b. The previous agreements used in the particular SIC/NAICS category;

c. The relative impact of economic incentives;

d. The effects of other agreement set-asides or subconsultant goals taken or reasonably expected to be taken in the SIC/NAICS category and their expected effects during the life expectancy of the agreement;

e. The impact of the agreement set-aside or subconsultant goal on potential competitors; and

f. Consideration of selection among various programs as set forth by the Review Committee.

g. Availability of certified CBEs (3 or more) for each of the technical certification categories assigned to the project.

B. AGREEMENT SET-ASIDES

1. A recommendation of a set-aside is appropriate when:

   a. The estimated professional services fee is $1 - $1,000,000 for Tier 1 CBE-A/Es and $1,000,001 or greater for Tier 2 CBE-AEs for architectural, landscape architectural, engineering, or surveying and mapping professional services;

   b. The quality, quantity and type of opportunities provided by the agreement are appropriate for applying a Tier 1 and/or Tier 2 set-aside(s);

   c. Three (3) or more Tier 1 and/or Tier 2 CBE-A/Es as appropriate are available to provide the quality, quantity and type of opportunities afforded by the proposed agreement.

2. Set-asides should be used to provide large economic incentives. When possible, consideration should be given for splitting large agreements into smaller agreements to allow for greater program participation.

C. SUBCONSULTANT GOAL

1. A recommendation to apply a subconsultant goal to a particular agreement is appropriate when:

   a. The agreement has identifiable opportunities, which, according to normal industry practice, are appropriate for subconsulting in a specific professional service area within SIC/NAICS and technical certification category;

   b. The quality, quantity and types of opportunities provided are appropriate for applying a subconsultant goal.

2. Effective competition exists for setting a particular subcontractor goal in that three (3) or more CBE-A/Es certified within the applicable professional service area within SIC/NAICS and technical certification category are available.

3. A memorandum identifying and briefly describing all agreements or proposals, including justification for sole source, for which a recommendation is being made not to set aside the agreement or not to place a subconsultant goal on the agreement, and information to support such a recommendation.

D. REVIEW PROCESS

1. SBD shall publish a list of projects under review daily on the department's webpage. SBD shall review the proposed contracts and the departmental recommendations. Should SBD and the Department(s) not agree on recommended measures or goals, then the contract will go through the Review Committee Process, as detailed below. Upon obtaining departmental concurrence with the recommended measure, SBD shall post projects and recommended goals daily on the SBD web page.

2. SBD shall consider public comments in writing on projects pre- and post measure or goal recommendations.

3. All projects with recommended measures shall contain language to allow for public comment to be submitted to SBD within 36 hours of posting via a designated email address or mail.

4. All advertised projects shall contain language to allow for public comments to be submitted to SBD within 36 hours of date of advertisement via a designated email address or mail. SBD and the contracting department shall review comments and make recommendations, as applicable, to the Mayor or designee.

5. Changes to goal recommendations, approved by the Mayor or designee, as a result of public comment shall require issuance of an addendum to the project advertisement.

VI. DOCUMENTATION TO ESTABLISH SET ASIDES OR SUBCONSULTANT GOALS

The County Mayor or designee shall establish a standing Review Committee (RC) to consider documentation for the establishment of set-asides or subconsultant goals where SBD and the contracting department have not

established consensus. SBD shall consider the following when recommending a set-aside or subconsultant goal:

A. For each recommendation of an agreement set-aside or subconsultant goal, a copy of the department's recommendation; a memorandum briefly describing the analysis of the agreement and basis for providing a recommendation; verification of ability to submit a proposal for Tier 1 or Tier 2 set-aside agreements and a recommendation report that includes a listing of all professional service areas on which availability was established and subconsultant goals were based.

B. A brief memorandum identifying all services for which a recommendation of no agreement set-aside or no subconsultant goal is being made and providing information to support the recommendation.

VII. REVIEW COMMITTEE PROCESS

SBD is responsible for recommending to the Mayor or designee whether to apply CBE-A/E set-asides, or subconsultant goals to a contract. The Mayor or designee may accept, reject, modify or otherwise alter SBD's or Review Committee's recommendation.

A. All recommendations shall be agreed upon between SBD and the contracting department, prior to final recommendation to the Mayor or designee.

B. The Mayor or designee shall establish a standing Review Committee (RC) to meet periodically, or as often as needed, to review when consensus is not reached between SBD and the contracting department. The RC will make recommendations to the Mayor or designee.

C. The RC shall conduct public deliberations and make recommendations whether to apply CBE-A/E, set-asides or subconsultant goals to a contract. The Mayor or designee may accept, reject, modify or otherwise alter SBD's or Review Committee's recommendation.

D. The standing members of the RC shall be: Director, Public Works Department; Director, Office of Capital Improvements; Director, Department of Procurement Management; a rotating Director of the County's capital departments or their designees; and a County Manager appointed Chairperson. A quorum of the RC shall be three (3) members. Staff support shall be provided to the Review Committee by SBD.

E. SBD shall staff the RC and make recommendations of measures to the RC and County Mayor or designee.

F. The RC shall meet as needed. SBD shall timely publish meetings, listing the meeting location, date and time. All RC meetings are subject to Government-in-the-Sunshine requirements. The chair shall allow participation of the public at RC meetings consistent with accomplishing the agenda of the RC.

G. The RC shall have authority to promulgate rules of general application to carry out its responsibilities, which rules are subject to review and approval by the County Mayor or designee.

H. The RC may, after public deliberation and consideration of alternatives, accept, reject, modify or otherwise alter the staff recommendation. The County Mayor or designee may accept, reject, modify or otherwise alter SBD's recommendations. The Board of County Commissioners may accept, reject, modify or otherwise alter the County Manager's recommendations. The Mayor may accept or veto the Board of County Commissioners' recommendations. In accordance with the policy established by the Board of County Commissioners, the Board of County Commissioners may overrule the Mayor's veto.

VIII. AGREEMENT ADMINISTRATION - AGREEMENT SET-ASIDES

A. Solicitations for County professional services agreements that are set-aside under the CBE-A/E program shall consider proposals solely from CBE-A/Es. In order to submit a proposal on a set-aside agreement, the proposer must be certified as a CBE-A/E prior to proposal submission date. A CBE-A/E awarded a set-aside agreement shall not transfer to a non-CBE-A/E, through subconsulting or otherwise, any part of the actual work of the agreement unless the proposal documents expressly and specifically permit such transfer as consistent with normal industry practice or the CBE-A/E requests and receives prior to agreement award, an approval letter from SBD.

B. A CBE-A/E that performs the work of a set-aside agreement with its own forces may count such work towards reducing the CBE-A/E goal applied to the agreement by a maximum of one hundred (100) percent.

C. Respondent's Responsibilities for CBE-A/E Set-Asides

1. Proposals documents shall require proposers to submit a Letter of Agreement, Certificate of Assurance or equivalent for each subconsultant

to be utilized in satisfaction of a set-aside. The Letter of Agreement, or equivalent, shall be signed by the prime and the subconsultant and shall at a minimum state the type of work that the subconsultant will perform, the technical certification category, and the percentage that the amount of the fees payable to the subconsultant bears to the overall fees payable under the contract. Failure to submit the required Letter of Agreement, or equivalent, at the time of proposal submission shall render the proposal non-responsive.

2. Proposers may cure immaterial irregularities in the Letter of Agreement submitted not later than forty eight (48) hours following written notification by the Department of Small Business Development. Immaterial irregularities shall be those items which, in the County's sole discretion, do not affect either the assurance of agreement between the prime proposer and the subconsultant or the proposer's assurances to the County that the stated measure will be met. Examples include, but are not limited to improperly executed letters, the listing of unidentifiable CBE-A/Es and percentage miscalculations that are not mere clerical errors apparent on the face of the Letter of Agreement.

3. Failure of a proposer to cure the immaterial irregularities within the stated period following notification shall result in disqualification of the proposer for contract award.

D. The following shall constitute a violation of this Implementing Order as they relate to an agreement that is set-aside:

1. Submission of a "Letter of Agreement" of CBE-A/E subconsultants that the respondent knew or should have known is incomplete or inaccurate;

2. After proposal submission due date, deviations from the "Letter of Agreement" without the written approval of SBD;

3. The utilization of a non-certified CBE-A/E;

4. A CBE-A/E serving as a conduit for CBE-A/E work awarded to a firm as a CBE-A/E but which is being performed by a non-CBE-A/E firm;

5. Not obtaining or retaining CBE-A/E certification while performing work designated for CBE-A/E firms;

6. Failure to submit monthly utilization reports;

7. Failure to comply with CBE-A/E certification requirements including not maintaining a place of business in Miami-Dade County, not reporting organizational and operational changes, providing inaccurate or false information, and other certification related violations;

8. Modifications to the terms and/or prices of payment to a CBE-A/E without prior approval from SBD; or

9. Unjustified failure to enter into a written subconsultant agreement with a CBE-A/E after listing the firm on a "Letter of Agreement."

IX. AGREEMENT ADMINISTRATION - SUBCONSULTANT GOALS

A. SUBCONSULTANT GOALS

The purpose of a subconsultant goal is to have portions of the work under the prime consultant performed by available subconsultants that are certified CBE-A/Es for agreement values totaling not less than the percentage of the prime agreement value set out in the proposal form. Subconsultant goals may be applied to an agreement when estimates made prior to proposal advertisement identify the quality, quantity and type of opportunities in the agreement and CBE-A/Es are available to afford effective competition in providing a percentage of these identified services.

After a proposal is advertised or other formal public notice given, the established subconsultant goal may be reduced only with the approval of the County Commission or the Public Health Trust. Proposal documents shall include documentation demonstrating the basis for the subconsultant goal established in the agreement.

1. RESPONDENT RESPONSIBILITIES FOR SUBCONSULTANT GOALS

Respondents must submit a completed Letter of Agreement at the time of proposal submission identifying all Tier 1 and/or Tier 2 CBE-A/Es to be utilized to meet the subconsultant goal, the professional service designation of work each will perform, and the percentage of such work. The Letter of Agreement constitutes a written representation by the respondent that, to the best of the respondent's knowledge, the CBE-A/Es listed are qualified and available to perform as specified. The Letter of Agreement is a commitment by the respondent that, if awarded the agreement, it will enter into written subconsultant agreements with the

identified CBE-A/Es for the scope of work at the percentage set forth in the Letter of Agreement. Failure to submit the required documents within the required time frames may render the proposal nonresponsive or be subject to sanctions or penalties as outlined in the contract or in this Implementing Order.

a. All such subconsultant agreements shall be in writing and shall be executed by the prime consultant and the CBE-A/E subconsultant utilized to meet the subconsultant goal.

b. Respondents who fail to submit the required Letter of Agreement at the time of proposal submission shall be considered non-responsive.

c. Respondents that submit a defective Letter of Agreement may be voidable. Examples of defects include, but are not limited to, an incomplete Letter of Agreement, the listing of an unidentifiable CBE-A/E, and percentage miscalculations that are not mere clerical errors apparent on the face of the Letter of Agreement.

d. A successful respondent that is a CBE-A/E or a CBE-A/E joint venture may perform up to one hundred percent (100%) of a CBE-A/E subconsultant goal with its own forces. The remaining subconsultant goal work shall be performed by other CBE-A/Es.

e. Expenditures to subconsulting CBE-A/Es shall be counted toward meeting specified subconsultant goals as follows:

   (1) One hundred percent (100%) of the expenditures to a CBE-A/E that performs a commercially useful function in the supply of services required for the fulfillment of the agreement;

   (2) One hundred percent (100%) of the expenditures to CBE-A/Es that subconsult work further to non-CBE-A/Es, only if the proposal documents expressly and specifically permit such subconsulting as consistent with normal industry practice, or if the respondent or CBE-A/E requests and receives prior to agreement award an approval letter from SBD;

   (3) One hundred percent (100%) of the expenditures to CBE-A/Es that perform actual work with their own forces;

(4) None of the expenditures to a CBE-A/E that acts essentially as a conduit to transfer funds to a non-CBE-A/E unless the proposal documents expressly and specifically permit such transfers as consistent with normal industry practice or the respondent or CBE-A/E requests and receives prior to agreement award an approval letter from SBD; and

(5) Only expenditures to CBE-A/Es made under a written subconsultant agreement executed by both the prime consultant and the CBE-A/E shall be counted towards meeting the subconsultant goal.

f. In order to assure at the time of proposal submission, agreement upon the above information between the prime consultant and the CBE-A/E subconsultant so identified, the prime consultants must submit a Letter of Agreement, Certificate of Assurance or equivalent for each subconsultant to be utilized in satisfaction of a subconsultant goal. The Letter of Agreement, Certificate of Assurance or equivalent, shall be signed by the prime and the subconsultant and shall at a minimum state the type of work that the subconsultant will perform, the technical certification category, and the percentage that the amount of the fees payable to the subconsultant bears to the overall fees payable under the contract. Failure to submit the required Letter of Agreement, or equivalent, at the time of proposal submission shall render the proposal non-responsive.

g. Proposers may cure immaterial irregularities in the Letter of Agreement, Certificate of Assurance, or equivalent, submitted not later than forty eight (48) hours following written notification by the Department of Small Business Development. Immaterial irregularities shall be those items which, in the County's sole discretion, do not, affect either the assurance of agreement between the prime proposer and the subconsultant or the proposer's assurances to the County that the stated measure will be met. Immaterial irregularities include those correctable items specifically identified in the form approved by the Director of Small Business Development for purposes of verifying compliance. Failure of a proposer to cure the immaterial irregularities within the stated period following notification shall result in disqualification of the proposer for contract award. To prove lack of availability, respondents must submit the following:

(1) Unavailability Certificates either completed and signed by all of the CBE-A/Es available to perform the scopes of work are completed and signed by the respondent explaining the contacts with all of the CBE-A/Es available to perform the scopes of work, statements or actions of the CBE-A/Es showing unavailability, and the reason(s) why the CBE-A/Es' signature could not be obtained;

(2) A listing of any proposals received from a CBE-A/E, the scope of work and percentage of work, and the respondent's reasons for rejecting each proposal;

(3) A statement of the respondent's contacts with SBD for assistance in determining available CBE-A/Es;

(4) A description of the respondent's process for soliciting and evaluating proposals from CBE-A/Es, including copies of telephone logs detailing time, date and name of contacts with potential subconsultants;

(5) Respondents may establish a CBE-A/E as unavailable if its proposal is not reasonably competitive with comparable proposals of non-CBE-A/Es for the same scope of work. To establish a CBE-A/E as unavailable if its proposal is not considered reasonably competitive, the prime consultant must furnish SBD with copies of all proposals received from all firms, both CBE-A/Es and non-CBE-A/Es, for each specific scope of work for which they are claiming that the proposal is not reasonably competitive. A CBE-A/E's proposal will be considered reasonably competitive if its proposal, for the same scope of work, is within 25% of the proposal of comparably sized non-CBE-A/E firms;

Respondents whose proposals do not meet the specified goal, and who do not prove lack of availability as indicated in 1(g) above, are not in compliance with this Implementing Order.

The following shall constitute non-compliance with this Implementing Order as it relates to an agreement which has a CBE-A/E subconsultant goal:

(1) The utilization of a non-certified CBE-A/E;

(2) A CBE-A/E serving as a conduit for CBE-A/E work awarded to a firm as a CBE-A/E but which is being performed by a non-CBE-A/E firm;

(3) A prime consultant not meeting CBE-A/E subconsultant goal requirements;

(4) Not obtaining or retaining CBE-A/E certification while performing work designated for CBE-A/E firms;

(5) Failure to submit monthly utilization reports;

(6) Deviations from the Letter of Agreement without prior approval from SBD;

(7) Termination of the CBE-A/E's agreement without prior approval from SBD;

(8) Reduction of the scope of work of a CBE-A/E subconsultant without prior approval from SBD;

(9) Modifications to the terms and/or prices of payment to a CBE-A/E without prior approval from SBD; or

(10) Unjustified failure to enter into a written subconsultant agreement with a CBE-A/E after listing the firm on a Letter of Agreement.

B. COUNTY RESPONSIBILITIES

1. After considering the quality, quantity and type of opportunities provided by the agreement, and the availability of CBE-A/Es to afford effective competition in providing the professional services required under the agreement, each department or DPM will recommend to SBD the type and level of agreement set-aside, or subconsultant goal that could be applied.

2. SBD shall review the Letters of Agreement, Certificates of Assurance or equivalents, and Unavailability Certificates to determine compliance with the agreement set-aside, or subconsultant goal stated in the proposal documents. The Compliance Monitor may meet with a respondent before recommending that the Contract Officer determine noncompliance. This

written recommendation shall be forwarded to the respondent and the Contract Officer.

3. In the event that the Contracting Officer receives a recommendation of non-compliance from the Compliance Monitor, he or she may conduct a meeting or hearing at which the respondent shall be afforded an opportunity to present data supporting its compliance with the goal. The Contracting Officer shall consider the evidence and make a determination as to compliance.

X. DESIGN-BUILD CONTRACTS

The design portion of the design-build contract is subject to the procedures outlined in this Implementing Order.

XI. PROMPT PAYMENT

It is the County's intent that all firms, including CBE-A/Es providing professional services to the County, shall receive payments promptly in order to maintain sufficient cash flow.

A. PRIME CONSULTANT RESPONSIBILITIES

1. A prime consultant shall include in its billing to Miami-Dade County or the Public Health Trust copies of those portions of the billings from CBE-A/E subconsultants utilized to meet the subconsultant goal applicable to the agreement which the prime consultant approves and whose cost is included in the payment amount requested from Miami-Dade County or the Public Health Trust.

2. Prime consultant agreements to which a CBE-A/E subconsultant goal has been applied shall require that billings from CBE-A/Es be promptly reviewed and payment made to such CBE-A/Es on those amounts not in dispute within two (2) business days of receipt of payment therefore. The foregoing notwithstanding, the prime consultant shall pay billings from CBE-A/E subconsultants with whom they are in direct privity that are not in dispute within the timeframe and implemented by this Implementing Order.

3. The prime consultant on an agreement to which a CBE-A/E subconsultant goal has been applied shall inform SBD, the Contracting Officer, and the CBE-A/E subconsultant, in writing, of those amounts billed by the CBE-

A/E which are in dispute, and the specific reasons why they are in dispute, within seven (7) calendar days of submittal of such billing by the CBE-A/E subconsultant to the prime consultant.

4. Failure of the prime consultant to comply with the applicable requirements of Section XI (A) (3) above shall result in the prime consultant's forfeiture of the right to use the dispute as justification for not paying the CBE-A/E subconsultant and payment shall be forthcoming from the prime consultant.

B. COUNTY RESPONSIBILITIES

1. Proposal documents for agreements with CBE-A/E agreement set-asides, or subconsultant goals shall require that billings from subconsultants under prime consultant agreements with Miami-Dade County or the Public Health Trust that are a CBE-A/E agreement set-aside or which contain a subconsultant goal shall be promptly reviewed and payment made by the County or Trust on those amounts not in dispute within fourteen (14) calendar days of receipt of such billing by the County or the Trust.

2. SBD may investigate reported instances of late payment to CBE-A/Es.

C. FINANCE DEPARTMENT RESPONSIBILITIES

The Finance Department shall review billings from prime consultants under prime consultant agreements with Miami-Dade County or the Public Health Trust that are a CBE-A/E agreement set-aside or which contain a subconsultant goal and make payment on those amounts not in dispute within fourteen (14) calendar days of receipt of billing.

XII. AGREEMENT ADMINISTRATION - COMPLIANCE AND MONITORING

A. Compliance Review

1. The Compliance Monitor shall review respondent's submission for compliance with this Implementing Order on every agreement to which a CBE-A/E agreement set-aside, or subconsultant goal has been applied. The purpose of this review shall be for the Compliance Monitor to consider whether to recommend the respondent's proposal is determined to be in compliance or noncompliance with the requirements of this Implementing Order. The Compliance Monitor may consider relevant

information from any person in making this decision. The Compliance Monitor may require the respondent to produce information deemed pertinent and appropriate and may obtain further information from whatever sources the Compliance Monitor deems appropriate.

2. The Compliance Monitor shall notify the respondent in writing stating the facts and the reasons on which the non-compliance is based. The respondent may request a meeting within five (5) business days from the date of the notification of non-compliance. The respondent shall supply further relevant information as required by the Compliance Monitor. No new altered Letter of Agreement will be accepted.

3. The Compliance Monitor shall make a written recommendation to the Contracting Officer, which shall include a statement of the facts and reasons for which the non-compliance is based.

4. Following receipt of a recommendation of non-compliance from the Compliance Monitor, the Contracting Officer shall review the Compliance Monitor's recommendation of respondent's noncompliance with this Implementing Order. The Contracting Officer shall notify the respondent of such non-compliance. The respondent may request a meeting within five (5) business days from the date of notification of non-compliance with the Contracting Officer if the Contracting Officer was not present at the first meeting referenced in Subsection (A)(2) above. The respondent shall supply further relevant information as required by the Compliance Monitor. No new altered Letter of Agreement will be accepted.

5. The Contracting Officer, in conjunction with the Compliance Monitor, may conduct an informal meeting with the respondent. Other parties may be invited to offer information relevant to the issue of the respondent's non-compliance.

6. The Contracting Officer shall provide a written determination of the respondent's compliance with this Implementing Order, along with a recommendation whether to award the agreement to the respondent, to the County Manager. A copy of such recommendation shall be sent to the respondent. Such recommendation shall not affect the power of the Board of County Commissioners to reject the respondent's bid for any other reason or to take such action on the recommendation of the Contracting Officer as the Board deems appropriate.

7. Consideration of other proposals. If the Contracting Officer or Compliance Monitor deems it advisable in the interest of expediting the award of the agreement, the procedures set forth in this subsection may be carried out with respect to the proposals of one or more additional respondents at the same or different time with each such proceeding to be separately conducted.

8. Failure of respondent to participate. The respondent will be bound by the proceedings under this subsection to which they have been given required notice without regard to their participation or lack of participation. A lack of participation upon receiving notices and requests pursuant to this Implementing Order shall not be grounds for reconsideration of any action taken in the proceedings.

9. Miami-Dade County shall not award an agreement to any respondent which, in its determination, fails to comply with the applicable requirements of this Implementing Order. Nothing herein shall relieve any respondent from any of the terms, conditions or requirements of the contract or modify Miami-Dade County's rights as reserved in the agreement document.

B. Post-Award Compliance and Monitoring

1. Approval of Subconsultant Agreements

The Successful Respondent shall submit to the Contracting Officer, for approval, written subconsultant agreements corresponding in all respects to the Successful Respondent's Letter of Agreement. The Successful Respondent shall enter into a written subconsultant agreement with each listed CBE-A/E subconsultant and shall thereafter neither terminate any such subconsultant agreement, nor reduce the scope of work to be performed by, or decrease the price to be paid to the CBE-A/Es thereunder, without in each instance obtaining prior written approval of the Contracting Officer. The Contracting Officer shall not give a final written determination without a recommendation from the Compliance Monitor.

2. Access to Records

Successful respondents and CBE-A/Es shall permit the County to have access during normal business hours to books and records relating to the respondent's compliance with the agreement set-aside, or subconsultant

goal applied to the agreement or relating to CBE-A/E compliance with certification requirements. Such books and records include but are not limited to corporate documents, charters, organizational filings, tax filings, registrations, licenses, stock registrations, partnership agreements, contracts, subcontracts, joint venture agreements, telephone logs, checking accounts, journals, ledgers, correspondence, pension and benefits documents, and documents and records between the respondent or the CBE-A/E and other entities. This right of access shall be granted for one year after completion of the work or full payment of the agreement obligations, whichever comes last, or for one year after the expiration of CBE-A/E certification.

3. Access to Job Site

Successful respondents and CBE-A/Es shall permit the County to have access to project locations during normal business hours in order to conduct visual inspections and employee interviews.

4. Monthly/Quarterly Reporting

The successful respondent on a project that is a CBE-A/E agreement set-aside or on a project with CBE-A/E subconsultant goals shall submit monthly a Utilization Report to the Compliance Monitor through the Contracting Officer on or before the tenth working day following the end of the month the report covers. The Compliance Monitor shall give standard reporting forms to the successful respondent. The Utilization Report is to be completed by the successful respondent. Where a subconsultant goal has been imposed, the Utilization Report shall include information on CBE-A/Es utilized to meet such subconsultant goal. Failure to comply with the reporting requirements may result in the imposition of contractual sanctions or administrative penalties by the County.

5. Deviations from the Letter of Agreement

a. In the event that, during the performance of an agreement, the CBE-A/E is not able to provide the services specified on the Letter of Agreement, the successful respondent must locate a CBE-A/E to substitute for the unavailable CBE-A/E, unless the respondent can prove the lack of an available CBE-A/E to provide the services to be provided by the prior CBE-A/E. The successful respondent must receive approval for substitution from SBD by submitting a request in writing addressed to the Director of SBD through the Contracting Officer. The request must include

a revised Letter of Agreement to include the substitute CBE-A/E. The Compliance Monitor will review the request and make a recommendation regarding the substitution to the Contracting Officer. A successful respondent that cannot secure a substitute CBE-A/E must provide a written statement to the Compliance Monitor and Contracting Officer that includes a list of the names, addresses, and telephone numbers of all CBE-A/Es contacted, and the date of contact for each CBE-A/E. All certified CBE-A/Es certified in the appropriate professional service area under the technical certification categories must be contacted in order to prove lack of an available CBE-A/E.

b. The Compliance Monitor shall be responsible for monitoring the performance of the successful respondent regarding compliance with agreement set-asides, or subconsultant goals applied to the agreements. The Compliance Monitor may, at his or her discretion, investigate deviations in the utilization of CBE-A/Es from that described on the Letter of Agreement, and make recommendations regarding compliance to the Contracting Officer. The Contracting Officer shall not make a final determination without a recommendation regarding compliance from the Compliance Monitor. Deviations from the goal stated in the agreement that shall be monitored include, but are not limited to:

(1) Termination of a CBE-A/E's subconsultant agreement;

(2) Reduction in the scope of work to be performed by a CBE-A/E;

(3) Modifications to the terms of payment or price to be paid to a CBE-A/E; or

(4) Failure to enter into a subconsultant agreement with a CBE-A/E being utilized to meet a subconsultant goal.

c. Excuse from entering into subconsultant agreements:

If, prior to execution of a subconsultant agreement required by this Implementing Order, the successful respondent submits a written request to the Contracting Officer demonstrating to the satisfaction of the Contracting Officer that, as a result of a change in circumstances beyond his/her control of which he/she was not aware and could not reasonably have been aware until subsequent to the date of the award of the agreement, a CBE-A/E who is to enter into such subconsultant agreement has unreasonably refused to execute the subconsultant

agreement, or is not available, the successful respondent shall be excused from executing such subconsultant agreement. The procedures of paragraphs (e) and (f) below shall apply to this paragraph.

d. Termination of Subconsultant Agreements:

If, after execution of a subcontract required by this Implementing Order, the successful respondent submits a written request to the Contracting Officer and demonstrates to the satisfaction of the Contracting Officer that, as a result of a change in circumstances beyond his/her control of which he/she was not aware and could not be reasonably have been aware, until subsequent to the date of execution of such subconsultant agreement, a CBE-A/E, who entered into such subconsultant agreement has committed a material breach of the subconsultant agreement, the successful respondent shall be entitled to exercise such rights as may be available to him/her to terminate the subconsultant agreement. The procedures of paragraphs (e) and (f) below apply to this paragraph.

e. County's Determination of Respondent's Excuse or Termination:

If the successful respondent at any time submits a written request to the Contracting Officer under the prior two paragraphs, the Contracting Officer as soon as practicable, shall determine whether the Successful Respondent has made the requisite demonstration, and shall not determine that such a demonstration has not been made without first providing the successful respondent, upon notice, an opportunity to present pertinent information and arguments. The procedures of paragraph (f) below apply to this paragraph.

f. Alternative Subconsultant Agreements:

1) If the successful respondent is excused from entering into a subconsultant agreement or rightfully terminates a subconsultant agreement under this Implementing Order and without such subconsultant agreement, the Successful Respondent will not achieve the level of CBE-A/E participation upon which the agreement was awarded, the Successful Respondent shall make every reasonable effort to propose and enter into an alternative subconsultant agreement or subconsultant agreements for the same work to be performed by another available CBE-A/E as appropriate, for a subconsultant agreement price or prices totaling not less than the subconsultant agreement price under the excused or terminated

subconsultant agreement, less all amounts previously paid thereunder.

2) The Successful Respondent must submit to the Compliance Officer a revised Letter of Agreement to include the substitute CBE-A/E.

3) A successful respondent that cannot secure a substitute CBE-A/E must provide a written statement to the Compliance Monitor and Contracting Officer that includes a list of the names, addresses, telephone numbers, and the date of contact for each CBE-A/E. All CBE-A/Es certified within the appropriate professional service area under the technical certification categories must be contacted.

4) The Compliance Monitor may require the successful respondent to produce such information as the Compliance Monitor deems appropriate and may obtain further information from other sources. The Compliance Monitor shall make his/her recommendation under this paragraph to the Contracting Officer and forward a copy to the respondent.

5) The Contracting Officer will consider objections to the Compliance Monitor's recommendation only if such written objections are received by the Contracting Officer within five calendar days from the successful respondent's receipt of the Compliance Monitor's recommendation. The Contracting Officer with or without a hearing, and as he/she in his/her discretion may determine, will reply to the successful respondent's written objection within ten (10) days of receipt of these objections.

XIII. SANCTIONS FOR AGREEMENT VIOLATIONS

Proposal and agreement documents shall provide that, notwithstanding any other penalties or sanctions provided by law, a respondent's violation of or failure to comply with this ordinance or this Implementing Order may result in the imposition of one or more of the following sanctions:

A. The suspension of any payment or part thereof until such time as the issues concerning compliance are resolved;

B. Work stoppage;

C. Issuance of fines of up to two (2%) percent of the contract amount, said fines to be deducted from invoices;

D. Termination, suspension, or cancellation of the agreement in whole or part;

E. In the event a respondent or CBE-A/E attempts to comply with the provisions of this ordinance through fraud, misrepresentation, or material misstatement, or is found after a hearing to have discriminated in violation of Article VII of Chapter 11A of the Miami-Dade County Code, the County shall, whenever practicable, terminate the agreement or require the termination or cancellation of the subconsultant agreement for the project on which the respondent or CBE-A/E committed such acts. In addition, and as a further sanction, the County Manager or his or her designee may impose any of the above-stated sanctions on any other agreements or subconsultant agreements the respondent or CBE-A/E has on County projects. In each instance, the respondent or CBE-A/E shall be responsible for all direct and indirect costs associated with such termination or cancellation including attorney's fees and costs. The respondent or CBE-A/E may also be subject to debarment.

F. In the event that a respondent fails to achieve the CBE-A/E measures after the agreement completion, the respondent will be required to make up the CBE-A/E deficit for an amount equal to double the amount of the CBE-A/E measure deficiency. The procedures for making up the CBE-A/E deficit are as follows:

1. Upon completion of a County agreement with CBE-A/E measures, the compliance monitor for SBD, in accordance with County Code governing the CBE-A/E program, will obtain the final Monthly Utilization Report and determine if the respondent has met the CBE-A/E measures.

2. If the respondent has not met the CBE-A/E measures, the compliance officer will notify the respondent in writing of the CBE-A/E deficit.

3. If the respondent is found in non-compliance with the CBE-A/E measures, the compliance officer may issue a letter of noncompliance requesting that the respondent make up the CBE-A/E deficit on an existing or future County agreement for double the amount of the deficit on the agreement in question. The respondent will also be required to submit a plan indicating any current or future County agreements in which the CBE-A/E deficit will be remedied.

4. The respondent must respond to SBD in writing within ten business days from the date of the non-compliance letter. The respondent must acknowledge receipt of the non-compliance letter and provide a plan to make up the CBE-A/E measure.

5. The compliance monitor will review the plan for approval.

6. When an agreement is identified in which the CBE-A/E measure deficit will be remedied, the respondent will provide a Letter(s) of Agreement for the CBE-A/E firm(s) that will be utilized in making up the deficit.

7. The respondent will remain in a non-compliance status until the CBE-A/E make-up goal has been achieved.

8. Failure of the respondent to make up the CBE-A/E measure when opportunities are available on existing or future County agreements, will result in the sanctions or the imposition of other penalties, or as referenced in Sections XIII and XIV.

   Some of the agreement violations that may result in the imposition of the sanctions listed in Section XIII above include, but are not limited to, the following:

   a. A CBE-A/E serving as a conduit for CBE-A/E work awarded to a firm as a CBE-A/E but which is being performed by a non-CBE-A/E firm;

   b. A prime consultant not meeting CBE-A/E Program subconsultant goal requirements;

   c. Not obtaining or retaining CBE-A/E certification while performing work designated for CBE-A/E firms;

   d. Failure to submit monthly utilization reports;

   e. Failure to comply with CBE-A/E certification requirements, including not maintaining a place of business in Miami-Dade County, not reporting organizational and operational changes, providing inaccurate or false information, and other certification related violations;

   f. Failure to maintain certification;

g. Deviations from the Letter of Agreement without prior approval from SBD;

h. Termination of the CBE-A/E's agreement without prior approval from SBD;

i. Reduction of the scope of work of a CBE-A/E subconsultant agreement without prior approval from SBD;

j. Modifications to the terms and/or prices of payment to a CBE-A/E without prior approval from SBD; or

k. Unjustified failure to enter into a written subconsultant agreement with a CBE-A/E after listing the firm on a Letter of Agreement to meet a subconsultant goal.

XIV. ADMINISTRATIVE PENALTIES

A. DEBARMENT

1. The County may debar a CBE-A/E or a non-CBE-A/E for violation of, or non-compliance with, the provisions of the County Code governing the program, this Implementing Order, or implementing proposal documents.

2. Causes for debarment are as noted in Section 10-38 of the Code. These include but are not limited to, a preponderance of evidence that the CBE-A/E has forfeited a bond or defaulted on financial assistance, either of which was provided under the CBE-A/E program; or if any individual or corporation, partnership or other entity, or any individual officer, shareholder with a significant interest, director or partner of such entity, qualifying agent or affiliated business of such entity attempts to comply with the provisions of this ordinance through fraud, misrepresentation, or material misstatement.

B. DECERTIFICATION

Violations of certification requirements are addressed in Section II of this Implementing Order.

C. SUSPENSION

If the determination of the County Mayor or designee is that the contractor or subcontractor failed to comply and that such failure was pervasive, the Mayor or designee may order that the contract work be suspended or terminated, and that the non-complying contractor or subcontractor and the principal owners and/or qualifying agent thereof be prohibited from bidding on or otherwise participating in County construction contracts for a period not exceed three (3) years.

D. MONETARY PENALTIES

1. If the determination of the County Mayor or designee is that the contractor or subcontractor failed to comply and that such failure was limited to isolated instances and was not pervasive, the County Mayor or designee may, in the case of a goal deficit, order a penalty amount to be withheld from the contractor for such noncompliance as follows: for the first deficit, a penalty in an amount equal to 10% of the amount thereof; for the second deficit, a penalty in an amount equal to 20% thereof; for the third and successive deficits, a penalty in an amount equal to 30% thereof. A fourth violation and finding of noncompliance, shall constitute a default of the subject contract and shall be cause for suspension or termination in accordance with the contract's terms and debarment in accordance with the debarment procedures of the County. Monies received from payment of penalties imposed hereunder shall be deposited in a separate account and shall be utilized solely to defray SBD's costs of administering Section 10-33.02 of the Code of Miami-Dade County.

2. If the required payment is not made within thirty (30) days of the administrative hearing or final resolution of any appeal there from, the non-complying contractor or subcontractor and the principal owner(s) and qualifying agent(s) thereof shall be prohibited from bidding on or otherwise participating in County construction contracts for a period not to exceed three (3) years.

XV. APPEALS PROCESS

A. Any firm that is denied certification, decertified, or issued a determination of noncompliance with the requirements of this Implementing Order and Section 2-10.4.01, Code of Miami-Dade County may appeal such action. The Compliance Monitor shall notify the affected party, in writing, setting forth the reasons for the determination and advising of this appeals process. The affected party may appeal the determination by filing a written appeal with the

Director of SBD within thirty (30) days of receipt of the notice. This appeals process does not apply to appeals of decisions made pursuant to bid documents implementing the CBE-A/E program when such proposal documents provide procedures for appeals of such decisions.

B. Decisions by the County Mayor or designee shall be final.

C. PROCEDURES FOR ADMINISTRATIVE HEARING:

The procedure for administrative hearings shall provide that:

1. SBD will schedule a hearing date before a hearing officer, upon timely receipt of a request for an administrative hearing along with a $250 nonrefundable filing fee to appeal a determination of non-compliance with the requirements of this Implementing Order, section 2-10.4.01, Code of Miami-Dade County, as amended, or implementing bid documents.

2 The prevailing party shall not incur any additional expenses, fees or penalties. The unsuccessful appellant shall be responsible for all additional fees, costs and penalties associated with the appeal

3. SBD shall serve upon the firm, consultant (or subconsultant) and/or lessee a notice of hearing within five (5) working days of the appointment of the administrative hearing officer. Such notice shall include:

   a. A copy of SBD's determination of non-compliance, outlining alleged prohibited practices upon which it is based;

   b. A description of the administrative penalties being considered;

4. An administrative hearing shall be scheduled to be heard before an administrative hearing officer within twenty (20) days after service of the notice. The notice shall also advise the appellant that he or she may be represented by an attorney, may present documentary evidence and verbal testimony, and may cross-examine or rebut evidence and testimony presented against them.

5. Within five (5) days after completion of the administrative hearing, the administrative hearing officer shall transmit his/her findings of fact, conclusions, and recommendations together with a transcript of all evidence taken before him/her and all exhibits received by him/her, to the Mayor or

designee, who (i) may sustain, reverse or modify the hearing officer's recommendations and (ii) shall render a final decision, in writing. The determination of the Mayor may be reviewed by an appropriate court in the manner provided in the Florida Rules of Appellate Procedure. .

D. QUALIFICATIONS OF HEARING OFFICERS:

1. Administrative hearing officers shall be residents of Miami-Dade County who possess outstanding reputations for civic pride, interest, integrity, responsibility, and business or professional ability. Appointments shall be made by the County Manager or his or her designee. The list of administrative hearing officers should include retired judges who are licensed and admitted to practice law in the State of Florida, or arbitrators or mediators certified by the Eleventh Judicial Circuit or State Bar Association. Appointees should become acquainted with this Implementing Order and the provisions of section 2-10.4.01, Code of Miami-Dade County, as amended, applicable to the particular violation(s) to be heard. Additional qualifications include, but are not limited to, experience in equal opportunity, anti-discrimination, contacting, procurement, bonding or financial services activities. Such appointments shall be submitted to the Clerk of the Board of County Commissioners for ratification by the Clerk. The Clerk shall submit an annual report to the Board on the number of women who have served as administrative hearing officers.

2. The County Mayor or designee shall appoint as many administrative hearing officers as are deemed necessary. Every effort will be made to ensure that the appointment of hearing officers reflect the diversity of the demographics of Miami-Dade County. Appointments shall be made for a term of one (1) year. Any administrative hearing officer may be reappointed at the discretion of the County Mayor, subject to ratification by the Clerk of the Board of County Commissioners. There shall be no limit on the number of reappointments that may be given to any individual administrative hearing officer; provided, however, that a determination as to reappointment must be made for each administrative hearing officer at the end of his or her one-year term. The County Mayor shall have the authority to remove administrative hearing officers at any time. Appointments to fill a vacancy shall be for the remainder of the unexpired term.

3. Administrative hearing officers shall not be County employees but shall be compensated at a rate to be determined by IO.

4. The Miami-Dade County Attorney's Office shall serve as general counsel to the administrative hearing officer.

This Implementing Order is hereby submitted to the Board of County Commissioners of Miami-Dade County, Florida.

County Manager

APPENDIX 5

SUBCONTRACTOR PAYMENT REPORT

MIAMI-DADE COUNTY
SUBCONTRACTORS PAYMENT REPORT
(Ordinance 11-90

In accordance with Sections 2-8.8 of the County Code (as amended by Ordinance No. 11-90), any 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 when applicable.

PRIME CONTRACTOR/VENDOR: _____

FEIN: _____

PROJECT/CONTRACT NAME: _____

PROJECT/CONTRACT NUMBER: _____

CONTRACT AWARD DATE: _____

CONTRACT AWARD AMOUNT: _____

SUBCONTRACTOR	FEIN	CONTRACT VALUE	TOTAL AMOUNT PAID

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

_____ _____ _____

Signature Print Name and Title Date

AFFIDAVITS – CERTIFICATE OF INSURANCE