

Memorandum



Date: November 1, 2016

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

Agenda Item No. 8(A)(1)

From: Carlos A. Gimenez
Mayor

A handwritten signature in black ink, appearing to read "Carlos A. Gimenez", written over the printed name.

Subject: Award Recommendation for Professional Services Agreement with Bureau Veritas North America, Inc. for Environmental and Safety Management System Consulting Services for the Miami-Dade Aviation Department

Recommendation

It is recommended that the Board of County Commissioners (Board) approve the award of the attached Professional Services Agreement (PSA) for Environmental and Safety Management System Consulting Services for the Miami-Dade Aviation Department (MDAD) with Bureau Veritas North America, Inc. (BVNA) in the amount of \$827,063.00, and authorize the County Mayor or the County Mayor's designee to execute the Agreement in substantially the form attached hereto, with the Appendices on file with the Clerk of the Board.

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 terminate the Agreement.

PROJECT NAME: Environmental and Safety Management System Consulting Services

ISD A/E PROJECT NO.: E15-MDAD-03

CONTRACT NO.: E15-MDAD-03

PROJECT DESCRIPTION: The project scope includes conducting consulting/regulatory compliance audits and other environmental and safety management services on an as-needed basis, including but not limited to the following:

- Assist MDAD in the management of the environment and safety practices and the enhancement of its environmental and safety credentials;
- Provide International Organization for Standardization (ISO) 14001:2015 and

Federal Aviation Administration (FAA) Safety Management System (SMS) consultation to MDAD, including implementation of Environmental Management System (EMS)/SMS enhancements, periodic training of staff and auditing services;

- Maintain MDAD Green Point intranet site as an integrated part of EMS/SMS to create, simplify and manage all EMS and SMS manuals and documents, procedures and information in an efficient and centralized manner; and
- Sustain compliance with the ISO 14001:2015 standard and with the FAA SMS by keeping both management systems constantly updated for inspections and external audits.

PROJECT LOCATION:

Miami International Airport, Miami-Opa locka Executive Airport, Miami Homestead General Aviation Airport, Miami Executive Airport and Dade-Collier Training and Transition Airport

COMMISSION DISTRICT:

Various

APPROVAL PATH:

Board of County Commissioners

USING DEPARTMENT:

Miami-Dade Aviation Department

MANAGING DEPARTMENT:

Miami-Dade Aviation Department

Fiscal Impact/Funding Source

FUNDING SOURCE:

MDAD - Operating Budget / Airport Revenue Funds

**OPERATIONS COST
IMPACT:**

Not applicable as this is a PSA for Architectural/Engineering (A/E) services

**MAINTENANCE COST
IMPACT/FUNDING:**

Not applicable as this is a PSA for Architectural/Engineering (A/E) services

PTP FUNDING:

No

GOB FUNDING:

No

PROPOSALS RECEIVED:

One (1)

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

No

CONTRACT PERIOD:

Five (5) years

OPTION(S) TO EXTEND:

Two (2) one-year options

CONTINGENCY PERIOD:

183 calendar days

**IG FEE INCLUDED IN BASE
CONTRACT:**

No

ART IN PUBLIC PLACES:

No

BASE ESTIMATE:

\$750,000.00

CONTINGENCY ALLOWANCE:

10 percent / \$75,000.00

INSPECTOR GENERAL FEE:

\$2,063.00

**DEDICATED ALLOWANCE
ACCOUNT:**

N/A

TOTAL AMOUNT:

\$827,063.00

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. There are 27 evaluations on record for the firm in CHS, with an overall evaluation average of 3.2 out a possible 4.0.

SBD HISTORY OF VIOLATIONS:

No violations on record.

MINIMUM QUALIFICATIONS: The prime consultant must demonstrate experience with ISO 14001 and include the following:

- EMS Certified Lead Auditor in ISO 14001; and/or
- Occupational Safety and Health Administration 18001 Certified Occupational Safety and Health Lead Auditor by International Register of Certified Auditors; and
- Certified Industrial Hygienist by the American Board of Industrial Hygiene.

FIRM: Bureau Veritas North America, Inc.

COMPANY PRINCIPAL(S): Pedro Guimaraes, President

LOCATION OF COMPANY: 8175 NW 12 Street, Suite 110
Miami, Florida 33126

PREVIOUS AGREEMENTS WITH THE COUNTY WITHIN THE PAST FIVE (5) YEARS: See attached SBD A/E Firm History Report.

RESPONSIBLE WAGES: No

ASSIGNED CONTRACT MEASURES: 15 percent SBE-AE / \$112,500.00

MEASURES ACHIEVED AT AWARD: 20 percent SBE-A/E / \$150,000.00

SBE A/E SUBCONSULTANTS: GIT Consulting LLC
The Louis Berger Group, Inc.

MANDATORY CLEARINGHOUSE: N/A

CONTRACT MANAGER: Gustavo E. Leal
GLEAL@miami-airport.com

PROJECT MANAGER: Rod Buenconsejo
RBUENCONSEJO@miami-airport.com

BACKGROUND: Environmental and Safety Management System services are required by the Federal Aviation Administration (FAA) by 2018. MDAD requires

consultant services to help in the development of the SMS to comply with the 2018 deadline.

SELECTION PROCESS:

On February 2, 2016, a Notice to Professional Consultants (NPC) was issued under full and open competition. On March 2, 2016, the Clerk of the Board received one (1) proposal. As a result, the submittal deadline date was extended to March 14, 2016 to afford additional interested parties an opportunity to participate but did not yield any additional submittals. On March 29, 2016, Bureau Veritas North America, Inc., the sole respondent, was evaluated by the Competitive Selection Committee. The firm was found compliant with the requirements in the NPC, the Committee determined that the information provided in the proposal was sufficient to determine the qualifications of the firm, and waived the second-tier phase. The responsive firm was ranked as follows:

A PSA was successfully negotiated with Bureau Veritas North America, Inc. on May 20, 2016.



Jack Osterholt
Deputy Mayor

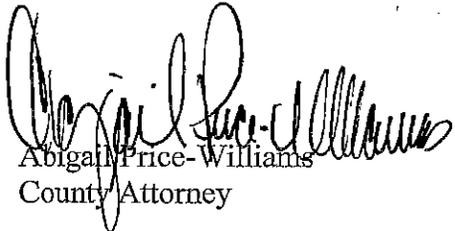


MEMORANDUM

(Revised)

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

DATE: November 1, 2016

FROM: 
Abigail Price-Williams
County Attorney

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

Please note any items checked.

- "3-Day Rule" for committees applicable if raised
- 6 weeks required between first reading and public hearing
- 4 weeks notification to municipal officials required prior to public hearing
- Decreases revenues or increases expenditures without balancing budget
- Budget required
- Statement of fiscal impact required
- 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)(1)
11-1-16

RESOLUTION NO. _____

RESOLUTION APPROVING AWARD OF A PROFESSIONAL SERVICES AGREEMENT TO BUREAU VERITAS NORTH AMERICA, INC. FOR ENVIRONMENTAL AND SAFETY MANAGEMENT SYSTEM CONSULTING SERVICES FOR THE MIAMI-DADE AVIATION DEPARTMENT (MDAD) PROJECT NO. E15-MDAD-03 IN AN AMOUNT NOT TO EXCEED \$827,063.00 AND FOR A TERM OF FIVE YEARS, PLUS TWO ONE YEAR OPTIONS TO EXTEND; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE THE AGREEMENT AND TO EXERCISE THE PROVISIONS CONTAINED THEREIN, INCLUDING TERMINATION AND EXTENSION PROVISIONS

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

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that, this Board hereby approves the award of a Professional Services Agreement to Bureau Veritas North America, Inc. for the Miami-Dade Aviation Department, Project No. E15-MDAD-03, in an amount not to exceed \$827,063.00 and for a term of five years, plus two one year options to extend, in substantially the form attached hereto and made a part hereof, and authorizes the County Mayor or County Mayor's designee to execute the agreement and to exercise the provisions contained therein, including termination and extension provisions.

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 1st day of November, 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.

DM

David M. Murray



DEPARTMENT OF
BUSINESS DEVELOPMENT

FIRM NAME: BUREAU VERITAS NORTH AMERICA, INC.

1601 Sawgrass Corporate Pky, 400
Ft Lauderdale, FL 33323-0000

MIAMI DADE COUNTY
Small Business Development
A&E Firm History Report
From: 06/22/2011 To: 06/22/2016

PRIMES

PROJECT #	CONTRACT #	DEPT.	MEASURES	AWARD DATE	AWARD AMOUNT
EDP-PR-802201	13 001	1	PR NO MEASURE	05/21/2013	\$10,000.00
BLACKPOINT PARK AND MARINA PH 1 AUDIT					
EDP-ID-T-S132445		1	ID NO MEASURE	05/22/2013	\$7,500.00
RER ENVIRONMENTAL AIR QUALITY TESTING					
EDP-RER-F2002102894		1	PE NO MEASURE	06/14/2013	\$2,500.00
NW 27 AVE ASBESTOS SURVEY					
EDP-CO-T-0613		1	CO NO MEASURE	06/20/2013	\$4,300.00
INDOOR ENVIRONMENTAL QUALITY TESTING					
EDP-WS-T-188		1	WS NO MEASURE	06/25/2013	\$10,000.00
WEST 3RD AV HALEAH MAINTENANCE BLDG ASBESTOS STUDY					
					\$10,000.00

6

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



MIAMI DADE COUNTY
Small Business Development
A&E Firm History Report
 From: 06/22/2011 To: 06/22/2016

FIRM NAME: BUREAU VERITAS NORTH AMERICA, INC.
 1601 Sawgrass Corporate Pky, 400
 Ft Lauderdale, FL 33323-0000

PRIMES

PROJECT #	CONTRACT #	DEPT.	MEASURES	AWARD DATE	AWARD AMOUNT
E12-PVWM-03	7	PW	NO MEASURE	07/02/2013	\$0.00
MISCELLANEOUS PROFESSIONAL SERVICES AGREEMENTS TO PROVIDE MATERIALS TESTING/CONSULTING/TRAINING SERVICES (SIC 871)					
EDP-RER-T-02483-63	1	PE	NO MEASURE	07/16/2013	\$2,500.00
ASBESTOS SURVEYS					
EDP-SP-T-S2013-042	1	SP	NO MEASURE	07/24/2013	\$7,000.00
CBP OFFICE BLDG 1500					
EDP-PR-T-22060308001	1	PR	NO MEASURE	07/29/2013	\$6,000.00
SNAKE CREEK TRAIL PH 1					
EDP-ID-T-W130033	1	ID	-NO MEASURE	07/31/2013	\$3,000.00
OTV ROOF ASBESTOS SURVEY					
					\$8,000.00
					\$3,000.00
					\$3,000.00

0

* Indicates closed or expired contracts
 Disclaimer: Payments shown may not reflect current information
 Thursday, June 23, 2016



FIRM NAME: BUREAU VERITAS NORTH AMERICA, INC.
 1601 Sawgrass Corporate Pkwy, 400
 Ft Lauderdale, FL 33323-0000

MIAMI DADE COUNTY
 Small Business Development
 A&E Firm History Report
 From: 06/22/2011 To: 06/22/2016

PRIMES

PROJECT #	CONTRACT	DEPT	MEASURES	AWARD DATE	AWARD AMOUNT
EDP-FR-L-FS 31	1	FR	NO MEASURE	08/30/2013	\$5,946.60
FIRE STATION 31 AIR CLEANERS					

EDP-AV-EDP09-3	1	AV	NO MEASURE	03/17/2014	\$50,000.00
ENVIRONMENTAL OVERSIGHT					
					\$50,000.00

EDP-PE-DE-003-MDT	1	PE	NO MEASURE	10/22/2015	\$19,312.36
MDT QUAIL ROOST P & R ESA PH II					
					\$19,312.36

EDP-PE-DERM-009-MDAD	1	PE	NO MEASURE	05/25/2016	\$60,802.22
MIA REMEDIAL SYSTEM DEMOLITION SPECIFICATIONS					
					\$60,802.22

Total Award Amount		\$189,861.18
Total Change Orders Approved by BCC		\$0.00

* Indicates closed or expired contracts
 Disclaimer: Payments shown may not reflect current information
 Thursday, June 23, 2016

**PROFESSIONAL SERVICES AGREEMENT
ENVIRONMENTAL AND SAFETY MANAGEMENT SYSTEM
PROJECT NO.: E15-MDAD-03**

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:** Bureau Veritas North America, Inc.
8175 NW 12 Street, Suite 110
Miami, FL 33126

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

For the Project: Environmental and Safety Management System

The Consultant will provide Consulting/Regulatory Compliance Audits and other Environmental and Safety Management Services to meet Regulatory Compliance on an as needed basis for the Miami-Dade Aviation Department.

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

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(now known as SBE-A/E) IMPLEMENTING ORDER 3-32,
SBD WORKSHEET AND LETTERS OF AGREEMENT
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APPENDIX 6 FEDERAL AVIATION ADMINISTRATION (FAA) PROVISIONS
APPENDIX 7 AFFIDAVITS/CERTIFICATE OF INSURANCE

WITNESSETH

ARTICLE I

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 **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.
- 1.4 **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.
- 1.5 **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 **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 **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.
- 1.53 **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.
- 1.54 **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.
- 1.55 **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.
- 1.56 **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.
- 1.57 **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 its 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 five (5) years plus 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 Environmental and Safety Management System 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 (IPSIIG): 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 right 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.
 - 3.13.10 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(~~xx~~) 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 Environmental and Safety Management System 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 Primary Services performed shall not exceed \$750,000.000 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	\$170.00
II	Project Manager	\$130.00
III	Professional Engineer	\$145.00
IV	Staff Engineer	\$115.00
V	Engineer Technician	\$85.00
VI	Assistant Field Representative	\$85.00
VII	ISO 14001:2015 Certified Lead Auditor	\$140.00
VIII	ISO 14001:2015 Certified Auditor	\$126.00
IX	OHSAS 18001 (ISO 45001) Certified Lead Auditor	\$140.00
X	OHSAS 18001 (ISO 45001) Certified Auditor	\$126.00
XI	Certified Industrial Hygienist	\$137.00
XII	Administrative Support/Clerical	\$55.00

The maximum flat rate for all other personnel, not listed above shall not exceed \$170.00 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

$$(40 * 30 * 2.65) + (10 * 30 * 1.1) = 3180 + 330 = \$3510 \text{ or}$$

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 _____, 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 \$2,063.00. 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 \$75,000.00, 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 **\$827,063.00**. 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 project scope includes, but is not limited to conducting Consulting/Regulatory Compliance Audits and other Environmental and Safety Management Services to meet Regulatory Compliance on an as needed basis. Responsibilities associated with these services include, but are not limited to, the following:
- Assist MDAD in the management of the environment and safety practices and the enhancement of its environmental and safety credentials;
 - Provide International Organization for the Standardization (ISO) 14001:2015 and Federal Aviation Administration (FAA) Safety Management System (SMS) consultation to MDAD, including implementation of Environmental Management System (EMS)/SMS enhancements, periodic training of staff, and auditing services;
 - Maintain MDAD Green Point intranet site as an integrated part of EMS/SMS, aiming to create, simplify, and manage all EMS and SMS manuals and documents, procedures, and information in an efficient and centralized manner; and;
 - Sustain compliance with the ISO 14001:2015 standard and with the FAA SMS by keeping both management systems constantly updated for inspections and external audits.

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.

- 9.1 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.
- 9.2 Article 1.23, Design Schedule and Cost Management Plan (DCSMP), is hereby deleted in its entirety.
- 9.3 Article 1.34, Phase, is hereby deleted in its entirety
- 9.4 Article 1.39, Probable Construction Cost, is hereby deleted in its entirety.

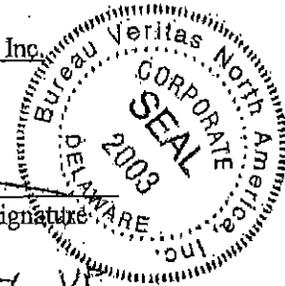
- 9.5 At any time during the term of this Agreement, the Owner can require the A/E provide Project Specific Professional Liability Insurance in the amount of \$1,000,000 (or such other amount as may be specified in these Special Provisions) per claim to last the life of the Project plus three (3) years. The premium for this coverage shall be reimbursed to the A/E in accordance with Article 6, "Reimbursable Expenses", of this Agreement.
- 9.6 Pursuant to Article 2.1, the A/E may be furnished accordingly by MDAD with documents or access thereto, as referenced in Primary Services.
- 9.7 Article 3.28, Sustainable Buildings Program, is hereby deleted in its entirety.
- 9.8 Article 3.3,1 Americans with Disabilities Act (ADA), as applicable.
- 9.9 Article 6, Reimbursable Expenses, is hereby deleted in its entirety.
- 9.10 Pursuant to Article 7.7, the contract measures for this Agreement are:
Small Business Enterprise (SBE/AE) goal of twenty percent (20%)
- 9.11 Article 8.2, Payment for Reimbursable Expenses, is hereby deleted in its entirety.
- 9.12 Article 8.8, Maximum Payable for Reimbursable Expenses, is hereby deleted in its entirety.
- 9.14 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.

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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)

Bureau Veritas North America, Inc.
Legal Name of Corporation



ATTEST:

Secretary: Heather B. Bush
Signature and Seal

By: [Signature]
Architect/Engineer - Signature

Heather B. Bush
Type Name

BRETT C. HENSLEY, VI
Type Name & Title

ARCHITECT/ENGINEER (INDIVIDUAL, PARTNERSHIP OR JOINT VENTURE)

Legal Name

Witness: _____ By: _____

Signature

Witness: _____ By: _____

Signature

FEIN _____

MIAMI-DADE COUNTY BOARD OF COUNTY COMMISSIONERS

By: _____
Mayor

ATTEST: Harvey Ruvin, Clerk

BY: _____
(Miami-Dade County Seal)

Approved for Form and Legal Sufficiency

(Assistant County Attorney)