

Memorandum



Date: March 7, 2017

To: Honorable Chairman Esteban L. Bovo, Jr.
and Members, Board of County Commissioners

Agenda Item No. 8(F)(4)

From: Carlos A. Gimenez
Mayor

A handwritten signature in black ink, appearing to read "Carlos A. Gimenez", written over a horizontal line.

Subject: Contract Award Recommendation for a Professional Services Agreement for Revisions to the 2008 Eleventh Judicial Circuit-Wide Courts and the 2008 Correctional Facilities Master Plans, ISD Project No. A16-ISD-01 GOB, ISD Contract No. Z000149

Recommendation

It is recommended that the Board of County Commissioners (Board) approve the award of the attached Non-Exclusive Professional Services Agreement (PSA), which has been prepared by the Internal Services Department.

Delegation of Authority

The authority of the County Mayor or County Mayor's designee to execute and implement this contract is consistent with those authorities granted under the Code of Miami-Dade County.

Scope

PROJECT NAME: Revisions to the 2008 Eleventh Judicial Circuit-Wide Courts and the 2008 Correctional Facilities Master Plans

PROJECT NO.: A16-ISD-01 GOB

CONTRACT NO.: Z000149

PROJECT DESCRIPTION: Professional services are required to provide a study updating 1) the 2008 Eleventh Judicial Circuit-wide Courts Master Plan in order to assess future needs and provide design standards for the expansion of Court Facilities in Miami-Dade County's Eleventh Judicial Circuit Court, and 2) the 2008 Correctional Facilities Master Plan. The services will include planning, analysis, master planning, feasibility studies, programing, site development analysis, scheduling, and cost estimating. The scope of services will apply to all criminal courts in the Eleventh Judicial Circuit of Florida, including the Public Defender's Office and the State Attorney's Office, as well as all applicable Correctional facilities in Miami-Dade County, as specified in the Notice to Professional Consultants (NTPC) issued on February 16, 2016.

PROJECT LOCATION: Various locations

PRIMARY COMMISSION DISTRICT: Countywide

APPROVAL PATH: Board of County Commissioners

ISD A&E PROJECT NUMBER: A16-ISD-01 GOB

USING DEPARTMENT: Judicial Administration / Miami-Dade County Corrections and Rehabilitation

MANAGING DEPARTMENT: Internal Services Department

Fiscal Impact/Funding Source

FUNDING SOURCE: The portion of the work resulting from updating the 2008 Eleventh Judicial Circuit-wide Courts Master Plan will be funded through Building Better Communities - General Obligation Bond (BBC-GOB) proceeds, GOB Project No. 180 "Additional Courtrooms and Administration Facilities." Similarly, the portion of the work resulting from updating the 2008 Correctional Facilities Master Plans will be funded through BCC-GOB proceeds, GOB Project No. 194 "Construction of the new Krome Detention Center."

PTP FUNDING: No

GOB FUNDING: Yes

ARRA FUNDING: No

| CAPITAL BUDGET PROJECTS: | CAPITAL BUDGET PROJECT # - DESCRIPTION | AWARD ESTIMATE |
|---------------------------------|---|-----------------------|
| | 305200 - ADDITIONAL COURTROOMS AND ADMINISTRATION FACILITIES - BUILDING BETTER COMMUNITIES BOND PROGRAM Book Page: 63 Funding Year: Proposed Capital Budget Book for FY 2016-17, All Years' Funding | \$738,675 |
| | 3810950 - KROME DETENTION CENTER - BUILDING BETTER COMMUNITIES BOND PROGRAM Book Page: 34 Funding Year: Proposed Capital Budget Book for FY 2016-17, All Years' Funding | \$768,825 |

| | |
|--------------------------------------|--------------------|
| CAPITAL BUDGET PROJECTS TOTAL | \$1,507,500 |
|--------------------------------------|--------------------|

PROJECT TECHNICAL CERTIFICATION REQUIREMENTS:

| <u>TYPE</u> | <u>CODE</u> | <u>DESCRIPTION</u> |
|--------------------|--------------------|---------------------------|
| Prime/Other | 14.00 | Architecture |
| Prime/Other | 21.00 | Land-Use Planning |

SUSTAINABLE BUILDINGS ORDINANCE (I.O. NO. 8-8): The project does not qualify for compliance with the Sustainable Buildings Ordinance.

NTPCs DOWNLOADED: 154

PROPOSALS Two (2) proposals were received from Perez and Perez Architects Planners,

RECEIVED: Inc., and M.C. Harry and Associates, Inc.

ESTIMATED ORIGINAL CONTRACT PERIOD: 730 calendar days, after execution of the Agreement by the parties. The total time to complete the three phases is 270 calendar days. The remaining 460 calendar days are being allotted to allow the County the option to retain the consultant's services at no additional cost, to assist the County as we move forward with the various construction projects.

IG FEE INCLUDED IN BASE CONTRACT: Yes

ART IN PUBLIC PLACES: Not applicable.

BASE ESTIMATE AMOUNT: \$1,250,000 One (1) professional services agreement will be approved.

BASE CONTRACT AMOUNT: \$1,325,000

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

| <u>TYPE:</u> | <u>PERCENT:</u> | <u>AMOUNT:</u> | <u>COMMENT:</u> |
|--------------|-----------------|----------------|------------------------|
| PSA | 10.00% | \$132,500 | County Ordinance 00-65 |

| | | | |
|-------------------------------|-------|----------|--|
| REIMBURSABLE EXPENSES: | 3.78% | \$50,000 | Reimbursable expenses with prior authorization by the County |
|-------------------------------|-------|----------|--|

TOTAL CONTRACT AMOUNT: \$1,507,500

Track Record/Monitor

SBD HISTORY OF VIOLATIONS: None.

EXPLANATION: Perez and Perez Architects Planners, Inc. has been in business for over 30 years, and during the last five years has been awarded two (2) contracts with a total value of \$350,000 in professional services to the County. No change orders have been approved by the Board for the aforementioned contracts. Based on the information available through the County's Capital Improvements Information System, the County has completed two (2) evaluations for Perez and Perez Architects Planners, Inc. with an average rating of 3.2 with 4.0 being the highest rating possible. The original selection process conducted by the Internal Services Department (ISD) included First-Tier proceedings only, held on May 12, 2016, during which the Competitive Selection Committee recommended to negotiate a professional services agreement with the selected consultant, Perez and Perez Architects Planners, Inc., over the competing consultant, M.C. Harry and Associates, Inc. During the course of four (4) meetings held on June 22, July 11, 20, and 27, 2016, negotiations between the County and the selected consultant were successfully concluded wherein the

Negotiations Committee voted to accept Perez and Perez Architects Planners, Inc.'s proposal.

SUBMITTAL DATE: 3/25/2016

ESTIMATED NOTICE TO PROCEED: 11/4/2016

PRIME CONSULTANT: Perez and Perez Architects Planners, Inc.

COMPANY PRINCIPAL: Daniel Perez-Zarraga, President

COMPANY QUALIFIERS: Daniel Perez-Zarraga, President

COMPANY EMAIL ADDRESS: Info@perezperez.com

COMPANY STREET ADDRESS: 2121 Douglas Rd.

COMPANY CITY-STATE-ZIP: Miami, FL 33145

YEARS IN BUSINESS: 32

PREVIOUS EXPERIENCE WITH COUNTY IN THE LAST FIVE YEARS: Perez and Perez Architects Planners, Inc. has been awarded two (2) contracts with a total value of \$350,000 in professional services to the County during the last five years. No change orders have been approved by the Board for the aforementioned contracts.

SUBCONSULTANTS: Dan L. Wiley & Associates, Inc.
Pulitzer, Bogard & Associates, LLC
CPM North America, PLLC

MINIMUM QUALIFICATIONS EXCEED LEGAL REQUIREMENTS: Yes. It is preferred that the prime consultant and/or subconsultants demonstrate the following experience:

- 1) Court Facility Design/Programming Projects, completed within the last (10) years from the date of this solicitation.
- 2) Experience in needs assessment for a large court facility complex (minimum 125,000 square feet).

REVIEW COMMITTEE: **MEETING DATE:** 2/1/2016 **SIGNOFF DATE:** 2/1/2016

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

REVIEW COMMITTEE
ASSIGNED CONTRACT
MEASURES:

| <u>TYPE</u> | <u>GOAL</u> | <u>ESTIMATED VALUE</u> | <u>COMMENT</u> |
|-------------|-------------|------------------------|-------------------------|
| SBE-A&E | 10.00% | \$145,750 | Implementing Order 3-32 |

MANDATORY
CLEARING HOUSE:

CONTRACT MANAGER: Fernando Ponassi, MA (305) 375-3965 FernanP@miamidade.gov
NAME / PHONE / EMAIL: Arch., LEED@AP, ISD

PROJECT MANAGER: Jorge I. Perez, Architect 3, (305) 375-3952 JI.Perez@miamidade.gov
NAME / PHONE / EMAIL: ISD

Background

The County is in need to undertake an assessment study of the Master Plan for the Courts concluded in 2008, which was conducted to continue to provide feasible options for the expansion of local court facilities. The current effort will serve as an evaluation of the future needs of the County Courts, and will provide design standards for facilities needed to support the essential operation of the judicial system, while meeting the needs for public access to justice, representing the respect and pride of the community in its basic institutions, and reflecting the dignity of the County's judicial officers and the local justice system.

APPROVED AS TO LEGAL
SUFFICIENCY:


COUNTY ATTORNEY

10/19/16
DATE

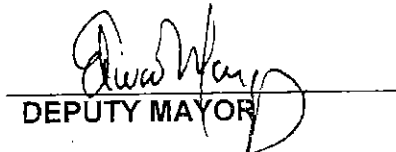
BUDGET APPROVAL
FUNDS AVAILABLE:


OMB DIRECTOR

11/19/16
DATE


DIRECTOR, INTERNAL
SERVICES DEPARTMENT

11/14/16
DATE


DEPUTY MAYOR

12/1/16
DATE

CLERK DATE:

DATE



MEMORANDUM

(Revised)

TO: Honorable Chairman Esteban L. Bovo, Jr.
and Members, Board of County Commissioners

DATE: March 7, 2017

FROM: Abigail Price-Williams
County Attorney

SUBJECT: Agenda Item No. 8(F)(4)

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(F)(4)
3-7-17

RESOLUTION NO. _____

RESOLUTION APPROVING AWARD OF A PROFESSIONAL SERVICES AGREEMENT TO PEREZ AND PEREZ ARCHITECTS PLANNERS, INC. FOR REVISIONS TO THE 2008 ELEVENTH JUDICIAL CIRCUIT-WIDE COURTS AND THE 2008 CORRECTIONAL FACILITIES MASTER PLANS, ISD PROJECT NO. A16-ASD-01 GOB, ISD CONTRACT NO. Z000149, IN AN AMOUNT NOT TO EXCEED \$1,507,500.00, FUNDED FROM THE BUILDING BETTER COMMUNITIES GENERAL OBLIGATION BOND FUNDS, FOR A TERM OF TWO YEARS; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE SAME

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

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board hereby approves the award of a Professional Services Agreement to Perez and Perez Architects Planners, Inc. for Revisions to the 2008 Eleventh Judicial Circuit-Wide Courts and the 2008 Correctional Facilities Master Plans, ISD A16-ASD-01 GOB, ISD Contract No. Z000149, in an amount not to exceed \$1,507,500.00, funded from Building Better Communities General Obligation Bond Funds, for a term of two years, in substantially the form attached hereto and made a part hereof, and authorizes the County Mayor or the County Mayor's designee to execute same for and on behalf of Miami-Dade County.

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:

| | |
|-------------------------------------|----------------------|
| Esteban L. Bovo, Jr., Chairman | |
| Audrey M. Edmonson, Vice Chairwoman | |
| Bruno A. Barreiro | Daniella Levine Cava |
| Jose "Pepe" Diaz | Sally A. Heyman |
| Barbara J. Jordan | Joe A. Martinez |
| Jean Monestime | Dennis C. Moss |
| Rebeca Sosa | Sen. Javier D. Souto |
| Xavier L. Suarez | |

The Chairperson thereupon declared the resolution duly passed and adopted this 7th day of March, 2017. 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.

HCB

Hugo Benitez

PROFESSIONAL SERVICES AGREEMENT

PROJECT TITLE: **REVISIONS TO THE 2008
ELEVENTH JUDICIAL CIRCUIT-
WIDE COURTS AND THE 2008
CORRECTIONAL FACILITIES
MASTER PLANS**

ISD PROJECT NO. **A16-ISD-01 GOB**
ISD CONTRACT NOS. **Z000149A / Z000149B**

AGREEMENT

Made as of the ____ day of _____ in the year 20__

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

and the Consultant:

| | |
|----------------------|--|
| Name: | Perez and Perez Architects Planners, Inc. |
| Address: | 2121 Douglas Rd., Miami, FL 33145 |
| Phone Number: | (305) 444-4545 |
| Fax Number: | (305) 444-4524 |

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

for Project: **REVISIONS TO THE 2008 ELEVENTH JUDICIAL CIRCUIT-
WIDE COURTS AND THE 2008 CORRECTIONAL FACILITIES
MASTER PLANS**

The Owner and the Consultant agree as set forth herein:

PROFESSIONAL SERVICES AGREEMENT

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ARTICLE 1 - DEFINITIONS

- 1.01) **ADDITIONAL SERVICES:** Those professional services defined in Section 2.02.
- 1.02) **BASIC SERVICES:** Those professional services defined in Section 2.01.
- 1.03) **BOARD OF COUNTY COMMISSIONERS:** The duly elected officials authorized to act on behalf of the Owner.
- 1.04) **CONSULTANT:** The Architect/Engineer who has entered into a contract with the Owner to provide professional services under this Agreement. He/she shall act as the Owner's representative during the Construction Phase of the project, inclusive of the Warranty Phase.
- 1.05) **CONTRACTOR:** The firm who has entered into a Contract with the Owner for the construction of County facilities and incidentals thereto.
- 1.06) **CONTRACTING OFFICER:** Miami-Dade County acting through the Internal Services Department and its authorized representatives, providing administrative and contracting services for the duration of this Agreement.
- 1.07) **OWNER:** Miami-Dade County, a political subdivision of the State of Florida.
- 1.08) **PROJECT:** The master planning activities and all services and incidentals thereto of the scope of work as contemplated and budgeted by the Owner, and listed in this Agreement.
- 1.09) **PROJECT DIRECTOR:** The User Agency's Director or his/her designee, representing the Using Agency during all phases of this project.
- 1.10) **PROJECT MANAGER (PM):** An individual designated by the County to represent the Owner, User Agency, or Project Director during the design and construction of the Project.
- 1.11) **PROJECT MANUAL:** Part of the Contract Documents comprising the non-technical specifications and the technical specifications of the Project in the CSI format.

- 1.12) **SCOPE OF WORK:** Includes, but is not limited to, full Architectural and Engineering Services necessary to provide the scope of services as described in Article 7 of this Agreement.
- 1.13) **SERVICE ORDER/TASK ORDER:** A document issued by the Owner to the Consultant authorizing the performance of specific professional services, stating the time for completion and amount of the fee authorized for such services. In case of emergency, the Owner reserves the right to issue oral authorization to the Consultant with the understanding that written confirmation shall follow immediately thereafter. The County's Internal Services Department (ISD) will issue the appropriate task orders while managing this contract on behalf of the Using Agency.
- 1.14) **USING AGENCY:** Miami-Dade Administrative Office of the Court (AOC) and the Corrections and Rehabilitation Department (MDCR) hereinafter referred to as the "Department." The Department's Director or his/her designee shall act as Project Director on behalf of the Owner on all matters pertaining to this Agreement.
- 1.15) **VALUE ANALYSIS/ENGINEERING (VA/E):** The systematic application of recognized techniques for optimizing both cost and performance in a new or existing facility or to eliminating items that add cost without contributing to required functions.

ARTICLE 2 - SERVICES AND RESPONSIBILITIES OF THE CONSULTANT

- 2.01) **BASIC SERVICES FOR MASTER PLAN FOR ALL AOC/MDCR FACILITIES:** The Consultant agrees to provide complete professional architectural and engineering services for the phases enumerated herein to include but not limited to, site evaluation on existing facilities, analysis of current and future needs, survey, and evaluation of alternatives for all applicable AOC and MDCR facilities. These services, listed in Exhibit "E," are hereinafter referred as to "Basic Services." The Consultant will be responsible for writing and distributing minutes of all meetings he/she is asked to attend.

2.01.A) Phase I-A: Project Orientation/Direction

Upon receipt of an authorization to proceed from the Owner, the Consultant shall prepare the Work Plan summary and Project Schedule. The Work Plan shall display project initiation to include documentation of project mission, goals and objectives, schedule progress report meetings with ISD and AOC/MDCR, and analysis of all resident, visiting, and inmate populations for both AOC/MDCR facilities, as well as current operations.

2.01.B) Phase I-B: Survey and Inventory and Operating/Space standard

The Consultant shall prepare the Existing Condition Report for all AOC/MDCR facilities, as listed in Exhibit "F." This Report shall include development of a qualitative and quantitative operational and physical plant inventory of all infrastructure, site and physical facilities for all AOC/MDCR facilities, development of data models for testing current and future supportable capacity, and analysis of the probable future profile of all resident, visiting, and inmate populations for both AOC/MDCR facilities. This Phase I-B shall include:

2.01.B.1) Population Analysis

The Consultant shall prepare and present in writing for approval by the Owner a data analysis of historic characteristics and trends of all resident, visiting, and inmate populations for both AOC/MDCR facilities, by classification category, compile existing program initiatives and national best practices in terms of describing how the system should operate, initial population projections by classification category in five year increments for a twenty year planning horizon, conduct population workshop to discuss, and adopt final population projection assumptions and criteria, revision of the population projections, based on population workshop and finally prepared a summary report of work effort, findings, assumptions, and projected resident, visiting, and inmate populations by classification category to be incorporated phase report.

2.01.B.2) Space Utilization and Operational Analysis

The Consultant shall review system elements to determine functional component listing and initial database, prepared base information for the utilization and operational analysis field survey work, compile existing building, site utilization and operational conditions at each AOC/MDCR facility/site location, followed by additional data collection as required, prepared summary report of work effort, approach, information, and findings in terms of existing AOC/MDCR facility/location space utilization and operational analysis to be incorporated in the Phase Report.

2.01.B.3) Standards and Master Planning

The Consultant shall review applicable guidelines from state and federal standards, establish operating principles and space standards to determine what criteria will be utilized in the project to evaluate existing AOC/MDCR facilities and establish a preliminary program, and a compilation of proposed operational and space standards by functional component for the project.

2.01.B.4) Site/Infrastructure and Physical Facilities

The Consultant shall develop site, building index and database to determine functional component listing and initial database, prepare base information for the utilization field survey work, perform site and building survey, undertake existing building, site physical conditions analysis at each AOC/MDCR facility and site location, followed by additional data collection, compile field and data collection information in summary and detail form by major building system, and element, provide site analysis to determine opportunities and constraints for development at each facilities location, prepare report of existing physical condition to include approach, information, and findings in terms of existing physical conditions and development opportunities and constraints.

2.01.C) Phase I-C: Definition and Evaluation of Strategic Alternatives

The Consultant shall prepare an Alternatives Report. The Consultant shall focus on analyzing the information collected and integrating the assessment of current conditions and projected capacity needs. A general assessment of operational charges that would reduce total projected facility needs or enhance the opportunities for reuse of existing structures. This will serve as the foundation for the synthesis of the planning efforts into planning recommendation during the Recommended Master Plan Phase. The Consultant will also develop an overall cost database to be used in projecting the cost of spatial and physical improvements associated with the analysis of alternatives and the eventual development of an overall capital program. This database should include supportable capacity analysis to include administration, program, and support and housing unit viability at each facility, review projected needs by population classification category with existing system capacities to determine shortfalls, prioritization of space needs to determine most urgent needs and major problem areas; developed by facility and location in the system; establish building condition indices and summary assessment; application of the cost model to existing conditions analysis to determine relative cost of renovation; integrate component and space evaluation building data of cost and renovation work required by component, facility and location, renovation for long-term reuse of current functional utilization; integrate population distribution based upon total shortfalls and potential realignment of facility and location utilization; development of alternate scenarios of potential system configuration options and alternatives to meet total projected system needs; comparative analysis to explore and evaluated potential system configuration options and alternatives to meet total projected system needs; outlining the overall framework for the master plan, concentrating on what the system should consist of in a twenty year planning horizon; develop short-term action plan for immediate action and initial proposed capital project initiatives as required.

2.01.D) Phase I-D: Recommended Master Plan

The Consultant shall prepare a Master Plan that includes existing conditions, options considered, proposed actions, operational capital construction cost and basics for decision-making for each facility and for the system as a whole. The Consultant shall focus on the synthesis of the recommendations of previous phases into a cohesive master plan outlining the scope of construction, revalidated operational cost implications, revalidate capital cost implications and development of specific missions and objectives for each facility, location for long-term reuse and expansion; updated operational cost factors in terms of staffing and other operations; develop physical facilities plans and scope and building configuration plans to meet long range system configuration objectives; review capital construction cost implications by facility and location for adjusted scope.

2.01.E) Phase I-E: Detailed Operational and Architectural Programming for new AOC/MDCR Facilities

The Consultant shall produce the Operational Program, Architectural Space Program, Staffing, Operational Budget and Detailed Architectural Program. The Consultant shall take the proposed Master Plan into the first step towards design, though development of a detailed operational and architectural program which integrates space needs with

operational policies and security procedures, and establishes the basis for long-term growth and expansion.

2.01.F) Phase I-F: Space Standards and Design Guidelines

The Consultant shall develop a Final Report document that should include facility zoning, circulation, and resident, visiting, and inmate populations flow; a wide range of concept options should be developed and tested and evaluated, base on the operational and architectural program, operational requirements and site constraints and the urban design context, such concept should include best use of the site, functional connection of programs and services, staffing implications, and future expansion. During this phase, the consultant shall provide applicable design studies based on unit size and shape, since these will be a primary determination in terms of overall building size, configuration and cost; site and building development concepts to illustrate and determine how the proposed project needs to fit within on the selected site.

2.02) NOT USED

2.03) NOT USED

2.04) ADDITIONAL SERVICES

2.04.A) Other Services as listed below are generally considered to be beyond the scope of the Basic Services as defined in this Agreement. The Consultant shall provide these services, if authorized by an appropriate "Service Order," and will be compensated for as provided under Section 5.02.

2.04.A.1) Design services relative to future facilities, systems and equipment associated with the site, but that are not intended to be constructed as part of this Project.

2.04.A.2) Research, analysis, and recommendations for design criteria packages for design/ build projects associated with this site.

2.04.A.3) The Services of full-time Field Representative(s) during construction, including the services of a special inspector for those items not included in the certification required by the authorities having jurisdiction and threshold inspection.

2.04.A.4) Major revisions to the drawings and specifications when such revisions are inconsistent with written approvals or instructions previously given by the Owner and are due to causes beyond the control of the Consultant, including when such revisions are required by the enactment or revision of codes, laws or regulations subsequent to the preparation of a complete approved set of permit documents. (Major revisions are defined as those changing the scope, engineering systems, scheme, or any significant portion thereof from what was previously approved).

2.04.A.5) Preparing to serve as an expert witness in connection with any public hearing, arbitration proceeding, or legal proceeding.

2.04.A.6) Investigation and making detailed appraisals and valuations of existing facilities, and surveys or inventories required in connection with construction performed by the Owner.

- 2.04.A.7) The Consultant's assistance may be sought by the Owner for warranties exceeding the one year period covered under the Basic Services, for which the Consultant will be compensated as mutually agreed to by the Consultant and Owner.
- 2.04.A.8) Any other services not otherwise included in this Agreement or not customarily furnished in accordance with generally accepted architectural design practice.

2.05) REIMBURSABLE EXPENSES

2.05.A) Reimbursable expenses are those pre-authorized by the Owner and consist of actual expenditures made by the Consultant and the Consultant's employees, Sub consultants and Special Consultants in the interest of the Project for the following purposes:

- 2.05.A.1) Authorized travel, lodging and meals in connection with the Project subject to limitations imposed by Chapter 112.061, Florida Statutes, and County Administrative Orders;
- 2.05.A.2) Surveys, soils investigation reports, utilities investigation reports;
- 2.05.A.3) Costs/Fees paid for securing approvals of authorities having jurisdiction over the work;
- 2.05.A.4) Reproductions, excluding those for the office use of the Consultant and check/review sets required by the Agreement;
- 2.05.A.5) Mailing of Bid Documents (if required).
- 2.05.A.6) Courier services, except as chosen by consultant in order to deliver documents and check/review sets required by the Agreement;
- 2.05.A.7) Other equipment or supplies if specifically requested and authorized by the Owner.

2.06) ADEQUATE STAFFING

In connection with Professional Services to be rendered pursuant to this Agreement, the Consultant further agrees to maintain an adequate staff of qualified personnel available at all times to ensure its completion within the term specified in the applicable Service Order and in accordance with the approved project schedule. The Owner has the right to approve and regulate the Consultant's workforce and to approve specific Consultant employees. The Owner has the right to have any Consultant employee removed from the work, if, in the Owner's sole judgment, such employee's conduct or performance is detrimental to the project. The Consultant shall not replace any employee in the team initially proposed by the Consultant without prior Owner approval.

2.07) PUBLISHING OF INFORMATION

The Consultant shall make no statements, press releases or publicity releases concerning this Agreement or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with this Agreement, or any particulars thereof, during the period of this Agreement, without first notifying the Owner and securing its consent in writing. The Consultant also agrees that it shall not publish, copyright or patent any

of the data furnished in compliance with this Agreement, that being understood that under Article 8.09 - Ownership of the Documents hereof such data or information is the property of the County.

ARTICLE 3 – SUBCONSULTANTS

3.01) DEFINITION

3.01.A) A Subconsultant is a person or organization which is properly registered as a professional Architect, Interior Designer, Engineer, Landscape Architect, or other qualified professional in other fields not requiring professional registration, who has signed an Agreement with the Consultant to furnish professional services for the scope of work described under Section 1.11.

3.02) SUBCONSULTANTS' RELATIONS

3.02.A) All services provided by the Sub consultants shall be pursuant to appropriate agreements between the Consultant and Sub consultants which shall contain provisions that preserve and protect the rights of the Owner and the Consultant under this Agreement, and which impose no responsibilities or liabilities on the Owner.

3.02.B) The Consultant proposes to utilize the following Sub consultants for the Project:

Firm Name: Dan L. Wiley & Associates, Inc.
Consulting Service: Court Operations and Judicial Facilities Planning

Firm Name: Pulitzer/Bogard & Associates, L.L.C.
Consulting Service: Criminal Courts/Corrections Facilities Planning

Firm Name: CPM North America, P.L.L.C.
Consulting Service: Costing, Project Scheduling

3.02.C) The Consultant shall not change any Sub consultant without the Owner's approval. A written request from the Consultant must be submitted to the owner, stating the reasons for the proposed change.

3.02.D) The Consultant is required under this Agreement to achieve the following Contract measures applied to this project as shown in the attached Schedule of Participation and letter of Intent as presented in the Consultant's proposal for the project:

10.00% Small Business Enterprise-Architecture & Engineering (SBE-A/E) Goal

ARTICLE 4 - THE OWNER'S RESPONSIBILITIES

4.01) INFORMATION FURNISHED

4.01.A) The Owner, at its expense, shall furnish the Consultant with the following information, or may authorize the Consultant to provide the information as a Reimbursable Service. The Consultant will be entitled to rely on the accuracy and completeness of all information provided by the Owner.

- 4.01.A.1) Information regarding the Project budget, Owner's procedures, guidelines, forms, formats and assistance to establish the Project program per Section 2.01.A of this Agreement.
- 4.01.A.2) The Owner agrees to furnish to the Consultant any plans and any other data available in the Owner files pertaining to the work to be performed under this Agreement. The Consultant is responsible to request any and all plans and data not furnished, which the Consultant knows or should know, is necessary or appropriate for the rendition of the services described herein.
- 4.01.A.3) The Owner shall issue written authorizations to proceed to the Consultant for the work to be performed hereunder. These authorizations are referred to as Service Orders. In case of emergency, the Owner reserves the right to issue oral authorizations to the Consultant with the understanding that written confirmation shall follow immediately thereafter. The Consultant shall submit a proposal, in a form acceptable to the Owner, upon the Owner's request prior to the issuance of a Service Order. No payment shall be made for the Consultant's time or services in connection with the preparation of any such proposal. The Owner shall confer with the Consultant before any Service Order is issued to discuss and agree upon the scope, time for completion, compensation method and fee for services to be rendered pursuant to this Agreement.

4.02) PROJECT MANAGEMENT

- 4.02.A) The County shall designate a Project Manager to act as liaison between the Consultant and the Owner. The Consultant shall have general responsibility for management of the Project through all Phases of the work included in this Agreement. The Consultant shall meet with the Project Manager at periodic intervals throughout the preparation of the Contract Documents to assess the progress of the Consultant's work in accordance with approved "Project Development Schedule" to establish and/or review programmatic requirements and scope of Project. The Consultant and their Sub consultants should visit the site periodically during the Design Phase to assess existing conditions. The Consultant shall communicate with the Owner in the most efficient manner and using electronic means to the greatest extent possible as directed by the Owner.
- 4.02.B) The Project Manager shall act on behalf of the Owner in all matters pertaining to this Agreement, and shall issue written authorizations to proceed to the Consultant for the work to be performed hereunder. These authorizations are referred to as Service Orders. In case of emergency, the Owner reserves the right to issue oral authorizations to the Consultant with the understanding that written confirmation shall follow immediately thereafter. The Consultant shall submit a proposal, in a form acceptable to the Owner, upon the Project Manager's request prior to the issuance of a Service Order. No payment shall be made for the Consultant's time or services in connection with the preparation of any such proposal. The Project Manager shall confer with the Consultant before any Service Order is issued to discuss and agree upon the scope, time for completion, compensation method and fee for services to be rendered pursuant to this Agreement.

- 4.02.C) During the construction phase, the Consultant shall provide services for the responsibilities assigned to the Consultant by the "General Conditions" and "Supplementary Conditions" of the construction contract provided such services are consistent with this Agreement.

ARTICLE 5 - BASIS OF COMPENSATION

- 5.01) **BASIC SERVICES FEE:** The Owner agrees to pay the Consultant, and the Consultant agrees to accept for Basic Services rendered pursuant to this Agreement, fees computed under this Section called the "Basic Fee."

~~5.01.A) Percentage of Construction Cost~~

5.01.B) Agreed Fixed Sum

- 5.01.B.1) Under this compensation basis, the Consultant agrees to perform the Basic Services described in this Agreement for an agreed fixed dollar amount of compensation.

- 5.01.B.2) The aggregate sum for all payments to the Consultant for Basic Services authorized on this Project shall be limited as follows:

| | |
|---|--------------------|
| Basic Services - Master Plan: AOC Facilities | \$650,000 |
| Basic Services - Master Plan: MDCR Facilities | \$675,000 |
| Total Amount for Basic Services | \$1,325,000 |

The parties agree that the above-mentioned amount of compensation may not be authorized and that the Consultant shall not be entitled to any fees beyond those specified and authorized through applicable task orders, according to the scope of services.

~~5.01.C) Fee for Design of Alternates~~

- ~~5.01.C.1) The Consultant shall not be entitled to compensation for Phases I through III A (Master Plan through bidding) for alternates required because of the failure of the Consultant to design the Project so that it may be constructed within the total allocated construction funds. The Owner may recognize exceptional construction market cost fluctuations to relieve the Consultant of this provision, before exercising this option.~~

~~5.01.D) Fee for Work Authorized from the Construction Contingency Allowance~~

- ~~5.01.D.1) When a portion or all of the Construction Contingency Allowance is utilized to authorize changes to the Construction Contract, except when the change is due to the Consultant's errors and/or omissions, the Consultant will be authorized an Additional Services fee for that amount computed by the method agreed upon under Article 5.01.B or 5.01.C of this Agreement, provided that such changes are not attributable to errors or omissions.~~

~~5.01.E) Fee for Change Orders to the Construction Contract~~

- ~~5.01.E.1) The Consultant will be authorized an Additional Services fee for that amount computed by the method agreed between the Owner and the~~

~~Consultant as described in Article 5.02.B of this Agreement, for additional design fees ascribed to "Change Order Work," provided that such changes are not attributable to errors or omissions.~~

5.02) ADDITIONAL SERVICES/REIMBURSABLE EXPENSES FEE

- 5.02.A)** At the discretion of the Owner, the Consultant may be authorized to perform Additional Services/Reimbursable Expenses described under Sections 2.04 and 2.05 of this Agreement. The fee for Additional Services will be compensated either as an Agreed Fixed Sum or based on Multiple of Direct Salary, as mutually agreed to by the Owner and the Consultant.
- 5.02.B)** If the Owner and Consultant cannot agree on a fixed sum for Additional Services, then the Owner may direct the consultant to perform the services as a multiple of direct salary as defined in Article 5.02.C. Should the consultant refuse such a service work order; it may become the basis for termination of this agreement.
- 5.02.C) Multiple of Direct Salary Expense**
- 5.02.C.1)** Fees calculated on an hourly basis shall be a multiple of **2.90** times the salary rate of the personnel directly engaged on the Project and in no case shall the maximum billable hourly (including multipliers) exceed **\$160/hour** for prime and sub-consultants, and **\$190/hour** (flat rate) for principals of prime consultant (see Exhibit "B"). The rate for personnel shall be as determined from the salaries reported to the Director of Internal Revenue Service. Should a full-time project Field Representative be required, the multiple shall be a multiple of **2.20** times the salary rate.
- 5.02.C.2)** Personnel directly engaged on the Project by the Consultant may include Architects, Engineers, Designers, Job Captains, Draftspersons, Specification Writers, Field Accountants and Inspectors engaged in construction, research, design, production of drawings, specifications and related documents, construction inspection and other services pertinent to the Project during all phases thereof.
- 5.02.C.3)** Multiple of Direct Salary Expense services fees shall not include charges for office rent or overhead expenses of any kind, including local telephone and utility charges, office/drafting supplies, depreciation of equipment, professional dues, subscriptions, reproductions of drawings and/or specifications, mailing, stenographic, clerical, or other employee time or travel. The multiple factor set forth above shall cover all such costs pertinent to the Project. Authorized reproduction costs in excess of that required at each Phase of the Work shall be considered a Reimbursable Service as defined in Article 2.04 of this Agreement.
- 5.02.D)** As provided in Article 2.04, the Consultant shall be compensated on a direct reimbursement basis for certain work related expenditures not covered by burdened direct labor, provided such expenditures are reasonable and previously authorized by the Owner. Reimbursable expenses may include: expenses for document reproduction, rental of specialized equipment, and purchase of special instruments necessary for the efficient performance of the work, provided that such instruments remain the property

of the County upon work completion. These expenses shall be reimbursed on a direct cost basis. No separate additional payment shall be authorized for the use of AutoCAD workstations (computers).

- 5.02.E)** Expenses for travel outside Miami-Dade County (except commuting), transportation and subsistence by Consultant personnel in the furtherance of the work will be reimbursed according to the provisions of Chapters 112.061, 125.0104, 159.47 of the Florida Statutes and Sections 1.06 and 4.02 of the Miami-Dade County Code, as presently written or hereafter amended. The Consultant shall obtain prior authorization from the Owner for all travel expenses. Failure to obtain such prior authorization shall be grounds for nonpayment of travel expenses.
- 5.02.F)** The Owner after verifying appropriate bills, invoices or statements will reimburse the Consultant for the costs of Reimbursable Expenses. The aggregate sum for all payments to the Consultant for Reimbursable Expenses on this Project shall be limited to **fifty thousand dollars (\$50,000)**.
- 5.02.G)** This project is a professional service agreement for the design of a facility on public property, therefore a 10% Allowance Account is permissible, per Ordinance No. 00-65. This Allowance Account will be used by the Department for unforeseen conditions necessitating additional design, resulting in additions to the basic fee. As a result, the aggregate sum for all payments to the Consultant for Additional Services authorized on this Project shall be limited to **one hundred thirty-two thousand five hundred dollars (\$132,500)**.

~~5.03) OPTIONAL SERVICES/DEDICATED ALLOWANCE ACCOUNT~~

- ~~5.03.A) At the discretion of the Owner, the Consultant may be authorized to perform the services indicated in Exhibit A as "Optional Services" under a Dedicated Allowance Account specifically established for said purposes.~~
- ~~5.03.B) The Consultant shall obtain prior authorization from the Owner for any and all expenses related to Optional Services. Failure to obtain such prior authorization shall be grounds for nonpayment of said expenses.~~
- ~~5.03.C) The aggregate sum for all payments to the Consultant for expenses resulting from the aforementioned Optional Services on this Project shall be limited to _____ (\$_____).~~
- ~~5.03.D) The parties agree that the above mentioned amount of compensation may not be authorized and that the Consultant shall not be entitled to any fees beyond those specified and authorized through applicable task orders, according to the Task Breakdown for Optional Services, as applicable.~~

5.04) TOTAL AMOUNT OF COMPENSATION

- 5.04.A)** The aggregate sum of all payments to the Consultant for services authorized under this professional services agreement, shall be limited to **one million five hundred seven thousand five hundred dollars (\$1,507,500)**.

ARTICLE 6 - PAYMENTS TO THE CONSULTANT

6.01) PAYMENT SCHEDULE

Payment for Basic Services may be requested monthly in proportion to services performed during each Phase of the Work, as shown below. Said payments shall, in the aggregate, not exceed the **estimated total Basic Compensation indicated in 5.01.B.2 for Basic Services:**

6.01.A) Phase I-A (Project Orientation/Direction) – **5%**

6.01.B) Phase I-B (Survey and Inventory and Operating/Space Standard) – **25%**

6.01.C) Phase I-C (Definition and Evaluation of Strategic Alternatives) – **10%**

6.01.D) Phase I-D (Recommended Master Plan) - **15%**

6.01.E) Phase I-E (Detailed Operational and Architectural Programming for new AOC/MDCR Facilities) – **15%**

6.01.F) Phase I-F (Space Standards and Design Guidelines) – **15%**

6.01.G) Review of Project Deliverables – **15%**

~~6.02) RETAINAGE~~

~~The Owner shall retain a portion of each such invoice equal to Ten percent (10 %) of the amount due for burdened labor and fixed fee only, accrued by the Consultant during Phase III-B Administration of the Construction Contract.~~

6.03) PAYMENT FOR ADDITIONAL SERVICES

6.03.A) Payment for Additional Services may be requested monthly in proportion to the services performed.

6.03.B) When such services are authorized as a Multiple of Direct Salary Expense, the Consultant shall submit the names, classification and salary rate per hour, as reported to the Department of Internal Revenue, hours worked, and total charge for all personnel directly engaged on the Additional Service, multiplied by the multiplier stated in Section 5.01.C.1 of this Agreement. Billable hours must reflect hours paid and reported to the Internal Revenue Service.

6.03.C) All payments will be made on duly certified invoices stating that the services for which payment is requested have been performed pursuant to this agreement. All invoices must be accompanied with a current Utilization Report (UR). Payments will not be processed without the UR pursuant to Administrative Order 3-39.

ARTICLE 7 - SCOPE OF SERVICES

7.01) SCOPE OF SERVICES

The scope of services consists of architectural and engineering design services for Revisions to the 2008 Eleventh Judicial Circuit-Wide Courts and the 2008 Correctional Facilities Master Plans, which will include but not be limited to, the following:

- 7.01.A) **Basic Services for Master Plan:** Consultant's services include, but are not limited to, the evaluation of existing conditions and future needs for all applicable AOC/MDCR facilities as listed in Exhibit "F," that accumulatively leads to the synthesis of each element into a comprehensive Master Plan to meet current and projected needs, as described herein. The services shall include, but not be limited to:
- Project Orientation/Direction
 - Survey and Inventory and Operating/Space Standard
 - Definition and Evaluation of Strategic Alternatives
 - Recommended Master Plan
 - Detailed Operational and Architectural Programming for new AOC/MDCR Facilities
 - Space Standards and Design Guidelines
- 7.01.B) Without limiting the generality of the foregoing, the consultant expressly understands and agrees that the County may undertake in the future the expansion of AOC/MDCR facilities to meet the recommendation of the Master Plan. Should additional funding become available, the County at its sole discretion may exercise the option of contracting the required future architectural and engineering services with the Consultant. The scope of the Consultant's duties and obligations arising from any future contracting related to the recommendations of the Master Plan, may be designated by the County in the County's sole discretion, and shall be specified and authorized through applicable task orders.
- 7.01.C) The parties agree that the amount indicted in 5.01.B of this contract may not be authorized, and that the consultant shall not be entitled to any fees beyond those specified and authorized through applicable task orders. The same criteria shall apply to any future contracting with the Consultant that the County at its sole discretion may exercise in future work related to AOC/MDCR facilities.

ARTICLE 8 - GENERAL PROVISIONS

8.01) INDEMNIFICATION AND WAIVER OF LIABILITY

- 8.01.A) Pursuant to section 725.08 of the Florida Statutes, the Consultant shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature to the extent arising out of, relating to or resulting from the negligent performance of this Agreement by the Consultant or its employees, agents, servants, partners principals or subcontractors. The Consultant shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. The Consultant expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Consultant shall in no way limit the

responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

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

8.02) ERRORS AND OMISSIONS

- 8.02.A)** The Consultant, to the extent of its failure to perform in accordance with the standard of care set forth in this Agreement, is responsible for the professional quality, technical accuracy, completeness, performance and coordination of all work required under the Agreement (including the work performed by Sub-consultants), within the specified time period and specified cost. The Consultant shall perform the work utilizing the skill, knowledge and judgment ordinarily possessed and used by a proficient consulting Consultant with respect to the disciplines required for the performance of the work in the State of Florida. The Consultant is responsible for, and represents that the work conforms to Owner's requirements as set forth in the Agreement. The Consultant shall be and remain liable to the Owner for all damages to the Owner caused by the Consultant's negligent acts or errors or omissions in the performance of the work. In addition to all other rights and remedies, which the Owner may have, the Consultant shall, at its expense, re-perform the services to correct any deficiencies, which result from the Consultant's failure to perform in accordance with the above standards. The Owner shall notify the Consultant in writing of any deficiencies and shall approve the method and timing of the corrections. Neither the Owner's inspection, review, approval or acceptance of, nor payment for, any of the work required under the Agreement shall be construed to relieve the Consultant or any Sub-consultant of its obligations and responsibilities under the Agreement, nor constitute a waiver of any of the Owner's rights under the Agreement or of any cause of action arising out of the performance of the Agreement. The Consultant and its Sub-consultants shall be and remain liable to the Owner in accordance with applicable law for all damages to Owner caused by any failure of the Consultant or its Sub-consultants to comply with the terms and conditions of the Agreement or by the Consultant's or Sub-consultants' misconduct, unlawful acts, negligent acts, errors or omissions in the performance of the Agreement. With respect to the performance of work by Sub-consultants, the Consultant shall, in approving and accepting such work, ensure the professional quality, completeness, and coordination of Sub-consultant's work.

- 8.02. B)** The Consultant shall be responsible for deficient, defective services and any resulting deficient, defective construction services re-performed within twelve (12) months following final acceptance and shall be subject to further re-performance, repair and replacement for twelve (12) months from the date of initial re-performance, not to exceed twenty-four months (24) from final acceptance.

8.03) INSURANCE

- 8.03.A)** The Consultant shall furnish to the Internal Services Department, Risk Management Division, 111 NW First Street, Suite 1072, Miami, Florida 33128, Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:
- 8.03.A.1) Worker's Compensation Insurance** for all employees of the Consultant as required by Florida Statute 440.
- 8.03.A.2) Commercial General Liability Insurance** on a comprehensive basis in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage. **Miami-Dade County must be shown as an additional insured with respect to this coverage.**
- 8.03.A.3) Automobile Liability Insurance** covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage.
- 8.03.A.4) Professional Liability Insurance** in an amount not less than \$1,000,000.
- 8.03.B)** All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with one of the following qualifications:
- 8.03.B.1)** The company must be rated no less than "A-" as to management, and no less than "Class VII" as to financial strength, by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County Risk Management Division,

or

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

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

- 8.03.C)** The Consultant shall not receive an authorization to begin until it has obtained all insurances required hereunder. The Consultant shall maintain all required insurances for the full term of this Agreement.

8.04) PERFORMANCE

- 8.04.A) Performance and Delegation:** The performance of this Agreement shall not be delegated or assigned by the Consultant without the written consent of the Owner, and such consent will not be given to any proposed delegation which would relieve the Consultant or their surety of their responsibilities under this Agreement. The services to be performed hereunder shall be performed by the Consultant's own staff unless otherwise approved by the Owner. The employment of, contract with or use of,

services of any other person or firm by the Consultant as Sub consultant or otherwise is subject to approval by the Owner.

8.04.B) Time for Performance: The Consultant agrees to start all work hereunder upon receipt of a Service Order issued by the Owner and complete each Phase within the time stipulated in each Service Order. A reasonable extension of time for the completion of various Phases will be granted by the Owner should there be a delay on the part of the Owner in fulfilling its part of the Agreement as stated herein. Such extension of time shall not be cause for any claim by the Consultant for additional compensation.

8.04.C) Performance Evaluations: Performance evaluations of the services rendered under this Agreement shall be performed by the Department and shall be utilized by the Owner as evaluation criteria for future solicitations.

8.05) PROJECT SUSPENSION OR ABANDONMENT

8.05.A) If the Project is suspended for the convenience of the Owner for more than six (6) months, or abandoned in whole or in part for the convenience of the Owner under any phase, the Owner shall give seven days notice to the Consultant of such Project abandonment or suspension. If the Project is to be suspended for less than six (6) months, then the Consultant shall remain on the Project under this Agreement but will be compensated only for work issued under a Service Order; the Owner will not be liable for stand-by, overhead, or any other costs direct or indirect, that the Consultant may incur outside of any direct costs associated with a Service Order. If the Project is suspended for the convenience of the Owner for more than six (6) months, or abandoned in whole or in part for the convenience of the Owner during any phase, the Consultant shall be paid for services authorized by Service Order which were performed prior to such suspension or abandonment and the Owner shall have no further obligation or liability to the Consultant under this Agreement. If the Project is resumed after having been suspended for more than six (6) months, the Consultant's further compensation may be renegotiated, but the Owner will have no obligation to complete the Project under this Agreement, and may hire or contract with another Consultant to complete the project. The Owner will have no further obligation or liability to the Consultant.

8.06) TERMINATION OF AGREEMENT

8.06.A) The Owner may terminate performance of work under this contract in whole or, from time to time, in part if the Owner determines that a termination is in the Owner's interest. The Owner shall terminate by delivering to the Consultant a Notice of Termination specifying the extent of the termination and the effective date. Such Notice of Termination under this clause will not be deemed a breach of this Agreement, and may be issued with or without cause. Upon such Notice of Termination, the Consultant shall be entitled to receive only costs incurred as of the date of the Notice of Termination, reasonable profit on work done as of the date of the Notice of Termination, and the costs of preparing its final invoice to the Owner, and upon payment thereof the Owner will have no further obligation or liability to the Consultant under this Agreement. The Consultant shall not be entitled to any other compensation under this Agreement.

- 8.06.B)** In the event the Consultant fails to comply with the provisions of this Agreement, the Owner may declare the Consultant in default by thirty (30) days prior written notification, if the Consultant fails to cure the default or take acceptable steps, all to the satisfaction of the Owner, to cure the default within that time frame. In such event, the Consultant shall only be compensated for any completed professional services found acceptable to the Owner. In the event partial payment has been made for such professional services not completed, the Consultant shall return such sums to the Owner within ten (10) days after receipt of written notice that said sums are due. The Consultant shall be compensated on a percentage of the professional services which have been performed and found acceptable to the Owner at the time the Owner declares a default. Any dispute arising out of this Section shall be resolved in accordance with **Section 8.12 - Right of Decisions and Dispute Resolution.**

8.07) CONSULTANT'S ACCOUNTING RECORDS

- 8.07.A)** The Owner reserves the right to audit the Consultant's financial records, including but not limited to audited financial statements, balance sheets, and other financial records, during the performance of this Agreement and for one year after final payment under this Agreement. The Consultant agrees to furnish copies of any records necessary to approve any requests for payment by the Consultant.
- 8.07.B)** The Owner reserves the right to audit the Consultant's financial records, including but not limited for purposes of verifying that certified cost or pricing data submitted or identified by the Consultant in conjunction with the negotiation of this Agreement or any modification/change order to this Agreement, the Consultant shall, for a period of three (3) years after Final Acceptance under this Agreement:
- Maintain such certified cost of pricing data, including books, records, documents, papers, computations, projections and other supporting data. All such certified cost or pricing data shall be clearly identified, readily accessible and, to the extent feasible, kept separate and apart from all unrelated documents.
 - Permit authorized representatives of the Owner and the State of Florida to examine such books, records, documents, papers, computations, projections and other supporting data.

Unless governed elsewhere in the contract, in the event any information provided by the Consultant during initial contract negotiations or any supplemental agreement negotiations is later determined by the Owner not to have been complete, accurate or current at the time of the submittal, an appropriate reduction or increase in the total compensation amount will be made to the contract. If this determination is made by the Owner after final payment, the Owner shall use all available means to recover said funds including withholding funds due the Consultant on other Owner contracts. The Consultant agrees to insert these audit clauses in all of his subcontracts.

8.08) OWNERSHIP AND REUSE OF THE DOCUMENTS

- 8.08.A)** 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 or electronic medium, except with respect to copyrighted standard details and designs owned by the Consultant or owned by a third party and licensed to the Consultant for use and reproduction, shall become the property of the County. However, the County may grant an exclusive license of the copyright to the Consultant for reusing and reproducing copyrighted materials or portions thereof as authorized by the County in advance and in writing. In addition, the Consultant shall not disclose, release, or make available any document to any third party without prior written approval from the County. The Consultant shall warrant to the County that he/she has been granted a license to use and reproduce any standard details and designs owned by a third party and used or reproduced by the Consultant in the performance of this Agreement. Nothing contained herein shall be deemed to exclude any document from Chapter 119 of the Florida Statutes.

- 8.08.B)** If the Owner elects to re-use the plans and specifications for other sites and/or purposes other than those for which it was prepared, it shall be at the Owner's sole risk and holds the Consultant harmless for any liability arising out of any reuse of documents.
- 8.08.C)** The Consultant shall bind all Sub consultants to the Agreement requirements for re-use of plans and specifications.
- 8.08.D)** All notes, correspondence, documents, designs, drawings, renderings, calculations, specification, models, photographs, reports, surveys, investigations, computer files that have "read" and "write" capability, data 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, shall become the property of the Owner; however, the Owner may grant to the Consultant a non-exclusive license of the copyright to the Consultant for reusing and reproducing copyrighted materials or portions thereof as authorized by the Owner in advance and in writing. In addition, the Consultant shall not disclose, release, or make available any document to any third party without written approval from Owner.

8.09) COMPLIANCE WITH LAWS

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

- 8.09.A1)** In accordance with Florida Statutes 119.07(3)(ee), "Building plans, blueprints, schematic drawings, and diagrams, including draft, preliminary, and final formats, which depict the internal layout and structural elements of a building, ... or other structure owned and operated by an agency as defined in F.S. 119.011 are exempt ..." from public records to ensure the safety of government infrastructure and to ensure public safety. Information made exempt by this paragraph, with prior approval from the Department, may be disclosed: (i) to another entity to perform its duties and responsibilities; (ii) to a licensed architect, engineer, or contractor who is performing work on or related to the Project; or (iii) 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.

- 8.09.A2) Each employee of the Consultant and Subconsultants 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.
 - 8.09.A3) The Consultant and its Subconsultants agree in writing that the project documents are to be kept and maintained in a secure location.
 - 8.09.A4) Each set of the project documents are to be numbered and the whereabouts of the documents shall be tracked at all times.
 - 8.09.A5) A log shall be developed by the Consultant and all Subconsultants contracted by the Consultant to track each set of documents logging in the date, time, and name of the individual (s) that work on or view the documents. Owner shall prepare and maintain a log to track each set of documents logging in the date, time, and name of the individual(s) that work on or view the documents.
- 8.09.B) In addition to the above requirements in this article, the Consultant agrees to abide by all Federal, State and County Procedures, Ordinances, Resolutions and Administrative Orders which may have a bearing on the work involved under this Agreement, including but not limited to:
- Ordinance No. 72-82 - Conflict of Interest Ordinance, as amended by Ordinance No. 00-01 and Ordinance No. 00-46
 - Ordinance No. 77-13 - Financial Disclosure
 - Ordinance No. 73-77 - Art in Public Places (See 8.08.F for additional information).
 - Ordinance No. 82-37 - Affirmative Action Plan
 - Ordinance No. 90-133 - Disclosure of Ownership, Collective Bargaining Agreement, and Employee Wages, Health Care Benefits, Race, National Origin, and Gender
 - Ordinance No. 90-143 - Responsible Wages and Benefits
 - Ordinance No. 91-142 - Family Leave, as Amended by Ordinance No. 92-91 - Family Leave, superseded by Ordinance No. 93-118 Family Leave Act, as amended by Resolution R-1499-91 and Resolution R-183-00
 - Ordinance No. 92-15 - Drug-free Work place, as Amended by Ordinance No. 00-30
 - Ordinance 94-73 - Value Analysis and Life-Cycle Costing
 - Ordinance No. 95-178 - Proposers are to verify that all delinquent and currently due fees or taxes have been paid as a condition of award
 - Ordinance No. 97-35 - Fair Subcontracting Practices as amended by Ordinance No. 98-124.
 - Ordinance No. 97-67 - Amending Chapter 11A Prohibiting Discrimination in Contracting, Procurement, Bonding, and Financial Services
 - Ordinance No. 97-104 - Listing of Sub Contractors and Suppliers on County Contracts.
 - Ordinance No. 97-172 and Administrative Order 3-26 - Amending Section 2-10.4, requiring certain agreements for Professional Architectural and Engineering Services to include Value Analysis as part of the scope of services

- Ordinance No. 97-215 - Inspector General
- Ordinance No. 98-30 - County Contractors Employment and Procurement Practices
- Ordinance No. 98-106 - Cone of Silence
- Ordinance No. 99-5 - Domestic Violence Leave
- Ordinance No. 99-152 - False Claim Ordinance
- Ordinance No. 99-162 - Precluding Entities Who Are Not Current in Their Obligations to the County from Receiving New Contracts or Purchase Orders
- Ordinance No. 00-18 - Debarment
- Ordinance No. 00-67 - Prohibition of Contracting with Individuals and Entities while in Arrears with the County, as amended by Resolution R-531-00
- Ordinance No. 00-85 - Ordinance amending Section 2-8.9 of the Code of Miami-Dade County, The Living Wage Ordinance
- Ordinance No. 00-96 - Code of Business Ethics: Ordinance amending Section 2-8.1(i) of the Miami-Dade County Code
- Ordinance No. 01-103 and Implementing Order 3-32 - Small Business Enterprise A&E Program.
- Resolution R-1049-93 - Affirmative Action Plan Furtherance and Compliance
- Resolution R-385-95 - Policy prohibiting contracts with firms violating the A.D.A. and other laws prohibiting discrimination on the basis of disability A.D.A. requirements, are a condition of award, as amended by Resolution R-182-00
- Resolution R-516-96 and Administrative Order 3-20 - Independent Private Sector Inspector General (IPSIG) Services
- Resolution R-994-99 - Code of Business Ethics
- Resolution R-185-00 - Domestic Violence Leave requirements are a condition of award
- Resolution R-744-00 - Requiring the continued engagement of critical personnel in contracts for professional services for the duration of the Project.
- Administrative Order 3-26 - Ordinance amending Section 2-10.4 requiring certain agreements for Professional Architectural and Engineering Services to include Value Analysis as a part of the base scope of services which are incorporated herein by reference, as if fully set forth herein, in connection with the Consultant's obligation hereunder.
- Administrative Order 3-39 - Acquisition of Professional Services.

8.09.C) The Consultant shall comply with the financial disclosure requirements of Ordinance 77-13, by filing within 30 days of the execution of this Agreement and prior to July 15th of each succeeding year that the Agreement is in effect, one of the following with the Supervisor of Elections, P.O. Box 521550, Miami, Florida 33152-1550:

- A Source of Income Statement
- A Statement of Financial Interests
- A copy of the Consultant's current federal income tax return

8.09.D) AFFIRMATIVE ACTION

8.09.D.1) The Consultant's Affirmative Action Plan submitted pursuant to Ordinance 82-37, as approved by the Division of Small Business Development, Internal Services Department, and any approved update thereof, are hereby incorporated as contractual obligations of the Consultant to Miami-Dade County hereunder. The Consultant shall undertake and perform the affirmative actions specified herein. The Director may declare the Consultant in default of this agreement for failure of the Consultant to comply with the requirements of this paragraph.

8.09.E) PROMPT PAYMENT TO SMALL BUSINESS SUBCONSULTANTS

8.09.E.1) The Consultant's attention is directed to Miami-Dade County Ordinance No. 94-40, providing for expedited payments to small businesses by County agencies and the Public Health Trust; creating dispute resolution procedures for payment of County and Public Health Trust obligations; and requiring the prime Contractor to issue prompt payments, and have the same dispute resolution procedures as the County, for all small business subcontractors. The time for which payment shall be due is thirty (30) days from the receipt of a proper invoice. Failure of the prime Contractor to issue prompt payment to small businesses, or to adhere to its dispute resolution procedures, may be cause for suspension, termination, and debarment, in accordance with the terms of the County contract or Public Health Trust contract and debarment procedures of the County.

8.09.F) OFFICE OF THE COUNTY INSPECTOR GENERAL AND INDEPENDENT PRIVATE SECTOR INSPECTOR GENERAL

8.09.F.1) 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 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:

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

8.09.F.2) 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.

- 8.09.F.3)** 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 Contractor 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, if stated in the Special Conditions, this Contract is federally or state funded where federal or state law or regulations preclude such a charge. The Contractor 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.
- 8.09.F.4) INDEPENDENT PRIVATE SECTOR INSPECTOR GENERAL:** The attention of the Consultant is hereby directed to the requirements of AO 3-20 and R-516-96; the County shall have the right but not the obligation to retain the services of an independent private-sector inspector general (IPSIG) who may be engaged to audit, investigate, monitor, oversee, inspect and review the operations, activities and performance of the 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.
- 8.09.F.5)** 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 and 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 subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, bid and contract documents, back-charge document, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records, and supporting documentation for the aforesaid documents and records.

8.09.G) UTILIZATION REPORT (UR): Pursuant to Implementing Order (I.O.) 3-32 Community Business Enterprise (CBE-A&E) Program, and A.O. 3-39 for the Resolution Repealing County Administrative Orders 3-33, 3-14, and 3-28, and Establishing Administrative Order 3-39 Standard Process For Construction Of Capital Improvements, Acquisition Of Professional Services, Construction Contracting, Change Orders and Reporting, the Prime consultant is required to file utilization reports with the Owner's contracting department monthly, unless designated otherwise. The UR is required to accompany every invoice, which is due on or before the tenth working day following the end of the month the report covers. The UR should indicate the amount of contract monies received and paid as a Prime consultant, including payments to sub-consultant(s) (if applicable), from the County pursuant to the project. Authorized representatives of each listed sub-consultant(s) shall sign the report, verifying their participation in the work contracted and receipt of the monies listed. The monthly reports are to be submitted to the Division of Small Business Development, Internal Services Department, 111 NW 1st Street, 19th Floor, Miami, Florida, 33128, in the format attached hereto as Exhibit "C" titled "Monthly Utilization Report - Miami-Dade County Work."

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

8.10) MISCELLANEOUS PROVISIONS

8.10.A) This Agreement does not confer on the Consultant any exclusive rights to the Owner's work. Service Orders will be issued under this agreement at the sole discretion of the Owner. The Owner reserves at all times, the right to perform any and all architectural engineering services in-house or with other professional architects or engineers as provided by Section 287.055, Florida Statutes, and Section 2-10.4, Code of Miami-Dade County, or as otherwise provided by law.

8.10.B) The fees for Professional Services requested shall be determined as mutually agreed upon by the Owner and the Consultant in accordance with Section 5.01.B or 5.02.C of the Agreement. The Owner will confer with the Consultant before any work offer is issued to discuss the Scope to Work and /or Professional Services required, the time to complete the work and the fee and/or compensation for the proposed Services. No payment will be made for the Consultant's time or services in connection with the preparation of any such proposal.

8.10.C) The Consultant may submit proposals for any professional services, which they are qualified to perform, for which Proposals may be publicly solicited by the Owner, outside of this Agreement.

- 8.10.D) The Consultant will have no responsibility for the presence, handling, funding, cost of removal or exposure to persons to hazardous materials in any form at the project site other than to immediately advise the owner of the existence of such materials that they may discover during standard investigations carried out for the purpose of performing their services.
- 8.10.E) **Truth In Negotiation**: pursuant to AO 3-39 and Florida State 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 execute a Truth-In-Negotiation Certificate as required by Chapter 287, Florida Statutes.
- 8.10.F) **Force Majeure**: For the purpose of delay and events of force majeure, an event of "Force Majeure" is defined to include an event beyond the control of the Party claiming Force Majeure, which prevents such Party from fulfilling its obligations, and includes, without limitation, acts of God (including floods, hurricanes and other adverse weather), war, riot, civil disorder, acts of terrorism, disease, epidemic, strikes and labor disputes, actions or inactions of government or other authorities, law enforcement actions, curfews, closure of transportation systems or other unusual travel difficulties, or inability to provide a safe working environment for employees. The Consultant shall not be liable for any delays due to a force majeure event.
- 8.10.F) **Standard of Care**: In the performance of its services, Consultant shall exercise that degree of care and skill customarily exercised by other professionals performing similar services in the same locality and time period.
- 8.10.G) **Responsibility for Others**: Consultant shall be responsible to the Owner for Consultant Services and the services of Consultant subcontractors. Consultant shall not be responsible for the acts or omissions of other parties engaged by The Owner nor for their construction means, methods, techniques, sequences, or procedures, or their health and safety precautions and programs.
- 8.10.H) **Cost Estimates**: Consultant's opinions of construction and materials cost estimates provided herein are to be made on the basis of Consultant's experience and qualifications and represent Consultant's best judgment as an experienced and qualified professional generally familiar with the industry. However, since Consultant has no control over the costs of labor, materials, equipment, or services furnished by others, or over any contractor's methods of determining prices or over competitive bidding, or market conditions, Consultant cannot and does not guarantee that proposals, bids or actual construction cost will not vary from the opinions prepared by Consultant.
- 8.10.I) **No Third Party Rights**: This Agreement shall not create any rights or benefits to parties other than the Owner and Consultant.
- 8.10.J) **Right of Entry**: The Owner grants to consultant, if the project site is owned by the County, permission for a right of entry from time to time by consultant, its employees, agents and subcontractors, upon the project site for the purpose of providing the services. If the project site is not owned by the County, the consultant is responsible for making arrangements with property owner(s) for right of entry from time to time by consultant, its employees, agents and subcontractors, upon the project site for the purpose of providing the services. The Owner recognizes that the use of investigative

equipment and practices may unavoidably alter the existing site conditions and affect the environment in the area being studied, despite the use of reasonable care. In the event existing site conditions have been altered, the consultant shall restore site to original condition.

8.11) SUCCESSORS AND ASSIGNS

8.11.A) The Consultant and the Owner each binds themselves, their partners, successors, legal representatives and assigns to the other party of the Agreement and to the partners, successors, legal representatives, and assigns of such party in respect to all covenants of this Agreement. The Consultant shall afford the Owner the opportunity to approve or reject all proposed assignees, successors, or other changes in the Ownership structure and composition of the Consultant. Failure to do so constitutes a breach of this Agreement by the Consultant.

8.12) RIGHT OF DECISIONS AND DISPUTE RESOLUTION

8.12.A) All services shall be performed by the Consultant to the satisfaction of the Project Manager who shall decide all questions, difficulties and disputes of whatever nature which may arise under or by reason of this Agreement, the prosecution and fulfillment of the services hereunder, and the character, quality, amount and value thereof. In the event the Consultant and the Owner are unable to resolve their differences concerning any determination made by the Project Manager or any dispute or claim arising under or relating to the Contract, either the Consultant or the Owner may initiate a dispute in accordance with the procedure set forth in this Article. Exhaustion of these procedures shall be a precondition to any lawsuit permitted hereunder.

8.12.B) The parties to this contract hereby authorize the Director of the Internal Services Department, functioning as the Contracting Officer or his designee, to decide all questions, disputes or claims of any nature whatsoever arising out of, under, or in connection with, or in any way related to or on account of, this Contract and his decision shall be conclusive, final and binding on the parties, subject only to the limited right of review specified below. The parties hereto further agree that, upon timely request under this Article, both the Consultant and the Owner are entitled to a hearing before the Contracting Officer, or his designee, at which both Consultant and the Owner may present evidence and live testimony, in accordance with the Florida Rules of Evidence, and the right to cross-examine each other's witnesses.

8.12.C) If either party wishes to protest the determination of the Contracting Officer, such party may commence an appeal in a Court of competent jurisdiction no later than 30 calendar days from the issuance of the Contracting Officer's written decision, it being understood that the review of the Court shall be limited to the question of whether or not the Contracting Officer's determination was arbitrary and capricious, unsupported by any competent evidence, or so grossly erroneous to evidence bad faith. Pending final decision of a dispute hereunder, the Consultant shall proceed diligently with the performance of the Contract and in accordance with the Project Manager's interpretation.

8.13) CERTIFICATION

8.13.A) The Consultant certifies that no companies or persons, other than bonafide employees working solely for the Consultant or the Consultant's County approved Subconsultants, have been retained or employed to solicit or secure this Agreement or have been paid or guaranteed payment of any fees, commissions, percentage fees, gifts or any other considerations contingent upon or resulting from the award or making of this Agreement. The Consultant also certifies that no County personnel, whether a full-time or part-time employee, has or shall be retained or employed in any capacity, by the Consultant or the Consultant's County approved Subconsultants, to accomplish the work contemplated under the terms of this Agreement. For breach or violation of this Certification, the Owner shall have the right to annul this Agreement without liability.

8.14) DURATION OF AGREEMENT

8.14.A) This Agreement shall remain in full force and effect for a period of seven hundred and thirty (730) days, after its date of execution (although actual completion of the services hereunder may extend beyond such term) or until depletion of the funds allocated to pay for the cost of services, whichever occurs first, unless terminated by mutual consent of the parties hereto or as provided in Article 8.06 hereof. The total time to complete the scope of services is two hundred and seventy (270) days. The remaining four hundred and sixty (460) days are being allotted to allow the County the option to retain the consultant's services at no additional cost, to assist the County as it moves forward with the various construction projects. The County Mayor may extend this agreement on a year-to-year basis until completion and acceptance of the work by the Owner. The performance of specifically and properly authorized services which may extend beyond the Agreement's effective term shall be compensated in accordance to Article 6.03 hereof.

8.15) ENTIRETY OF AGREEMENT

8.15.A) This Agreement represents the entire and integrated Agreement between the Owner and the Consultant and supersedes all prior negotiations, representations, or agreements, written or oral. This Agreement may not be amended, changed, modified, or otherwise altered in any particular, at any time after the execution hereof, except by resolution of the Board of County Commissioners of Miami-Dade County.

8.15.B) If any portion of this Agreement is deemed illegal or unenforceable by a court of law, the remainder of the contract remains valid.

Revisions to the 2008 Eleventh Judicial Circuit-Wide Courts
and the 2008 Correctional Facilities Master Plans
AT6-1SD-01 GOB

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

WHEN THE CONSULTANT IS A CORPORATION

ATTEST:
Secretary:

Mario A. Mat
Signature

Perez & Perez
Architects Planners, Inc.
Legal Name of Corporation

By:

Perez & Perez
Architects Planners, Inc.
Legal Name of Corporation

[Signature]
Signature

(Corporate Seal)

Daniel Perez-Zarraga, President
Legal Name and Title

WHEN THE CONSULTANT IS A PARTNERSHIP

ATTEST:
Witness:

Signature

Legal Name of Partnership

Witness:

Signature

Legal Name and Title

Date Signed

By:

Signature

(Seal)

Legal Name and Title

By:

Signature

**WHEN THE CONSULTANT IS A SOLE PROPRIETORSHIP
OR OPERATES UNDER A FICTITIOUS NAME**

ATTEST:

Witness:

Signature

Legal Name of Firm

Witness:

Signature

Legal Name of Firm

Date Signed

By:

Signature

WHEN THE CONSULTANT IS AN INDIVIDUAL

Witness:

Signature

Legal Name

Witness:

Signature

Signature

ACKNOWLEDGEMENT:

STATE OF Florida) ss.:

COUNTY OF Miami Dade

Before me personally appeared Daniel Perez-Zarraga to me well known and known to me to be the person described in and who executed the foregoing instrument, and acknowledged to and before me that Daniel Perez-Zarraga executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this 22 day of August, 2016.

S. Aplicano
Signature of Notary

Serial Number

Susan Aplicano
Print or Stamp name of Notary

4/17/20
Expiration Date

State of Florida at large:

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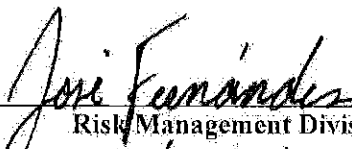



Revisions to the 2008 Eleventh Judicial Circuit-Wide Courts
and the 2008 Correctional Facilities Master Plans
A16-ISD-01 GOB

MIAMI-DADE COUNTY, FLORIDA

Approved as to Insurance Requirements:

Approved for Legal Sufficiency:


Risk Management Division
Date: 08/24/16


Assistant County Attorney
Date: 9/8/16

IN WITNESS WHEREOF the said MIAMI-DADE COUNTY, FLORIDA, has caused this Agreement to be executed in its name by the County Mayor, attested by the Clerk of the Board of County Commissioners, and has caused the seal of the Board County Commissioners to be set hereto, as executed and attested by the undersigned this day and year first above written.

ATTEST:

FOR:
**BOARD OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA**

HARVEY RUVIN
Clerk of the Court

CARLOS A. GIMENEZ
Mayor

By: Christopher Agrippa, Clerk of the Board

By:

Signature

Signature

Date: _____

Date: _____

Distribution:

- One Original to Clerk of the Board
- One Original to User Department's Project File
- One Original to Small Business Development Division, ISD
- One Original to Project Manager, ISD
- One Original to Consultant

Revisions to the 2008 Eleventh Judicial Circuit-Wide Courts
and the 2008 Correctional Facilities Master Plans
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EXHIBIT "A"
PROJECT SCHEDULE

[illegible]

Revisions to the 2008 Eleventh Judicial Circuit-Wide Courts
and the 2008 Correctional Facilities Master Plans
A16-ISD-01 GOB

EXHIBIT "B"
LIST OF PROJECT PERSONNEL AND
SCHEDULE OF FEES

PEREZ & PEREZ
ARCHITECTS PLANNERS

August 22, 2016

Exhibit B - List of Project Personnel & Fees

Revisions to the 2008 Eleventh Judicial Circuit-Wide Courts/ 2008 Correctional Facilities Master Plans:
A16-ISD-01-GOB

List of Personnel/Position/Role/Hourly Rate

Perez & Perez Architects Planners, Inc.

| | | | |
|----------------------|---------------|---|-----------------------|
| Daniel Perez-Zarraga | Principal | Principal-in-Charge Principal Architect | \$190.00 Flat Rate |
| Ben Melendez | Partner | Project Manager | \$42.00 |
| Jaime Cruanyas | Partner | Project Architect | \$47.50 |
| Mario Mas | Partner | Construction Administration Value Analysis | \$47.50 |
| Leslie Goldberg | Architect | Space Program Planning | \$25.00 |
| Neido Garcia | CADD Designer | Space Planning & Design | \$25.00 |
| Daniela Corrales | CADD Designer | Planning Analysis & Imaging | \$15.00 |
| Karina Castrodad | CADD Designer | Planning Analysis & Imaging | \$12.50 |
| Veronica Rodriguez | CADD Designer | Space Planning & Design | \$21.25 |

Dan L. Wiley & Associates, Inc.

| | | | |
|-----------------|-------------------------|---------------------------------------|---------|
| Dan L. Wiley | Principal | Principal Space Planner | \$55.17 |
| Ramona R. Wiley | Administrative Asst. | Clerical Support and Acct. Manager | \$20.68 |
| Charles Short | Principal | Principal Operations Planner | \$55.17 |
| Danielle Short | Technical Assistant | Tabular and Graphic Support | \$31.03 |

Pulitzer/Bogard & Associates, LLC

| | | | |
|-----------------------|---------------------|--|---------|
| Curtiss Pulitzer | Principal | Project Manager/Lead Planner | \$55.17 |
| Karen Albert | Senior Associate | Programmer and Operations Planning | \$55.17 |
| Cheryl Gallant | Senior Associate | Programmer and Operations Planning | \$55.17 |
| Judi-Regina Whitely | Senior Associate | Health Care Programmer and Health Care Operations Planning | \$55.17 |
| Dr. Patrick Jablonski | Senior Associate | Demographer and Statistician | \$55.17 |

August 22, 2016

CPM North America PLLC

| | | | |
|----------------------|---------------------------------|--|---------|
| Francisco G. Arteaga | Managing Director | Technical Team Director – Relationship Manager | \$55.17 |
| David Alvarez | Vice President | Feasibility Advisor | \$45.00 |
| Magaly Gonzalez | Senior Engineer | Civil Engineering Advisor | \$31.00 |
| Alessandra Leon | Senior Design & Project Manager | Engineering Design Advisor | \$36.25 |
| Camille Colon | Project Manager | Feasibility and Site Analysis | \$27.60 |
| Edgardo Figueroa | Project Manager | Feasibility and Facility Condition Assessment | \$30.00 |
| Angel Gurrea | Senior Scheduler | Project and Construction Scheduling | \$35.00 |
| Miguel Bauza | Cost Estimator | Project and Construction Cost Estimation | \$35.00 |
| Rene Cruz | Procurement Advisor | Procurement Advisory and Specifications Review | \$22.50 |

Fees

5.01 Basic Services

| | |
|--|-------------------|
| Basic Services - Master Plan AOC Facilities | \$ 650,000 |
| Basic Services - Master Plan MDCR Facilities | <u>\$ 675,000</u> |
| | \$1,325,000 |

5.02 Additional Services

5.02.C Multiple of Direct Salary Expense

DLM 2.90, Principals for Prime @ \$190, Staff NTE \$160, Field Rep. DLM 2.20

5.02.F Reimbursable Expenses

Limited to \$50,000

Revisions to the 2008 Eleventh Judicial Circuit-Wide Courts
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EXHIBIT "C"
CBE MONTHLY UTILIZATION REPORT

(Please visit the following link:
http://www.miamidade.gov/sba/library/A&E_Mur.pdf)

Revisions to the 2008 Eleventh Judicial Circuit-Wide Courts
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EXHIBIT "D"
VENDOR AFFIRMATION AFFIDAVIT



Miami-Dade County
Internal Services Department, Design and Construction Services Division
Affirmation of Vendor Affidavits

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

Contract No. : ISD NOS. Z000149A / Z000149B Federal Employer Identification Number (FEIN): 54-2400309

Contract Title: REVISION TO THE 2008 ELEVENTH JUDICIAL CIRCUIT-WIDE COURTS AND THE 2008 CORRECTIONAL FACILITIES MASTER PLANS

Affidavits and Legislation/Governing Body

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

The following certifications pertain to Architectural/Engineering Services:

| | |
|---|---|
| 11. Required Listing of Subcontractors and Suppliers on County Contracts Certification Section 10-34 of the County Code | 12. Fair Subcontracting Policies Certification Section 2-8.8 of the County Code |
| 13. False Claims Ordinance County Ordinance No. 99-152 | |

Daniel Perez-Zarraga President
Printed Name of Affiant Printed Title of Affiant

Perez and Perez Architects Planners, Inc. August 22, 2016
Name of Firm Date

2121 Douglas Rd., Miami Florida 33145
Address of Firm State Zip Code

Notary Public Information

Notary Public - State of FLORIDA County of MIAMI-DADE

Subscribed and sworn to (or affirmed) before me this 22ND day of AUGUST 20 16

by DANIEL PEREZ-ZARRAGA He or she is personally known to me ☐ or has produced identification ☐

Type of identification produced N/A

Mario Mas FF 953043
Signature of Notary Public

MARIO MAS MARCH 10 2020
Print or Stamp of Notary Public Expiration Date

EXHIBIT "E" SCOPE OF SERVICES

Professional services are required to provide a study updating the 2008 Eleventh Judicial Circuit-wide Courts Master Plan in order to assess future needs and provide design standards for the expansion of Court Facilities in Miami-Dade County's Eleventh Judicial Circuit Court. The services will include planning, analysis, master planning, feasibility studies, programing, site development analysis, scheduling, and cost estimating. The scope of services will apply to all criminal courts in the Eleventh Judicial Circuit of Florida, including the Public Defender's Office and the State Attorney's Office. The consultant will compile information that is necessary to determine:

- 1) Need for expansion of current facilities:
 - (a) History and overview, existing conditions, long term needs analysis
 - (b) Historic and projected forecasts on population trends and estimates, and impact on future staff requirements
 - (c) Historic and projected forecasts on caseload trends and estimates (by major functional area), and impact on future staff requirements
 - (d) Demographics
 - (e) Facilities inventory and evaluation, maintenance of existing facilities
- 2) The type, frequency, and intensity of interaction with the courtroom environment
- 3) The number of staff directly involved with the courtroom environment:
 - (a) History and overview, existing conditions, long-term needs analysis
- 4) The type of space and important functional adjacencies that support an agency's relationship to the courtroom environment; Clerk of Court; Miami Dade Police Department-Court Services Unit; Grand Jury-State Attorney's Office; Law Library; and ISD's Facilities and Utilities Management Division (FUMD).
- 5) The professional consultant will be documenting the basic organizational structure; staff numbers and functions; ratio of staff to court judges, and type and level of interaction with the court facilities and spatial implications of the court facilities for the type of space required (offices, training capability, etc.); public versus private spaces (waiting areas, courtroom related spaces) (Public use and access); and functional relationships with other components of the Courts:
 - (a) Court Facilities Planning Guidelines
 - (b) Court Facilities Space Standards
- 6) Development and site options:
 - (a) Downtown options, Historic Courthouse, Decentralization
 - (b) Zoning Issues / Downtown Development of Regional Impact (DRI)
 - (c) Transit and parking components and requirements
- 7) Court program analysis and services
- 8) Court trends
- 9) Technology directions
 - (a) Data exchange and Records Management

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- (b) E-filing impact
 - (c) Remote conferencing technologies
 - (d) Evidence presentation technologies
 - (e) Increased intern utilization
- 10) Security:
 - (a) Homeland Security standards
 - 11) Energy efficiency and sustainability
 - 12) Transportation and traffic impacts
 - 13) Effects of natural disasters/hurricanes, sea level rise

In addition, professional services are required to provide a study updating the 2008 Master Plan for Miami-Dade County Correctional Facilities in order to assess the Department's future needs and provide the correctional design standards for the Master Plan in its entirety. The services will include planning, analysis, master planning, feasibility studies, programing, site development analysis, scheduling and cost estimating for all existing facilities, as well as a feasibility study for a new Krome Detention Center and the programming and site development of a Criminal Justice Complex, which will include, but will not be limited to, the following:

- 1) The evaluation of existing conditions and future needs for all Miami-Dade Corrections and Rehabilitation (MDCR) facilities that accumulatively leads to the arrangement of each element, into a comprehensive Master Plan to meet current and projected needs
- 2) Limited site evaluation of existing facilities*
- 3) Historic and projected forecast on population trends and rate of incarceration
- 4) Historic projections and updated forecast on MDCR's long-term needs, and assessment of current County correctional facilities operations
- 5) Evaluation and conditions of aging facilities, such as Pre-Trial Detention Center (PTDC) and the Treatment and Training Center (TTC)*
- 6) Recommended alternatives to PTDC and TTC
- 7) Detailed current and future needs for Krome Detention Center
- 8) Evaluation of the feasibility of a Criminal Justice Complex
- 9) Analysis of in-custody criminal court room requirements
- 10) Transit and parking components
- 11) Feasibility of construction and space requirements for Criminal Justice Partners
- 12) Definition and evaluation of alternatives
- 13) Conceptual design solutions
- 14) Estimates of probable construction costs
- 15) Demographics
- 16) Facilities inventory and evaluation, maintenance of existing facilities

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- 17) Correctional facility trends
- 18) Technology directions
- 19) Security, energy efficiency, and sustainability
- 20) Effects of natural disasters, hurricanes, and sea-level rise
- 21) Development and site options
- 22) Recommended master plan

(*) Site Evaluations should be limited and conducted within the parameters of the department's recommendations, utilizing existing information from the Construction Management Division in conjunction with information listed within the 2008 Master Plan.

EXHIBIT "F"
LIST OF FACILITIES IMPACTED BY THE SCOPE OF SERVICES

Eleventh Judicial Circuit-Wide Courts

- Richard E. Gerstein Justice Building County & Circuit Criminal Division
1351 NW 12th Street, Miami, FL 33125
- Dade County Courthouse County & Circuit Civil Division
73 W. Flagler Street, Miami, FL 33130
- Lawson E. Thomas Courthouse, Family Division
175 NW 1st Avenue, Miami, FL 33128
- Gelber & Gladstone Children's Courthouse, Juvenile Division
155 NW 3rd Street, Miami, FL 33128
- North Dade Justice Center, County Court
15555 Biscayne Blvd., Miami, FL 33160
- South Dade Justice Center, County Court
10710 SW 21th Street, Miami, FL 33189
- Coral Gables Branch Court, County Court
3100 Ponce De Leon, Coral Gables, FL 33134
- Hialeah Branch Courthouse, County Court
11 E. 6th Street, Hialeah, FL 33010
- Miami Beach Branch Courthouse, County Court
1130 Washington Avenue, Miami Beach, FL 33139
- Overtown Transit Village South, Child Support Matters
601 NW 1st Ct., Miami, FL 33136
- Caleb Center Branch Courthouse, County Court
5400 NW 22nd Avenue, Miami, FL 33142 (Facility projected re-opening 2018)
- Public Defender's Office, Bennett H. Brummer Building
1320 NW 14th Street, Miami, FL 33125
- State Attorney's Office, E. R. Graham Building
1350 NW 12th Avenue, Miami, FL 33136

Miami-Dade County Corrections & Rehabilitation

- 1401 NW 7th Avenue, Miami, FL 33136
- 15801 NW 7th Avenue, Miami, FL 33169
- 18201 SW 12th Street, Miami, FL 33194
- 1321 NW 13th Street, Miami, FL 33125
- 6950 NW 41st Street, Miami, FL 33166
- 7000 NW 41st Street, Miami, FL 33166
- 13850 NW 41st Street, Miami, FL 33178
- 2525 NW 62nd Street, Miami, FL 33147