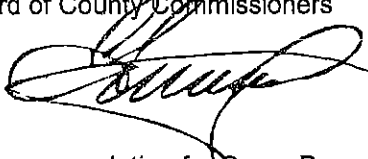


# Memorandum



**Date:** November 7, 2017  
**To:** Honorable Chairman Esteban L. Bovo, Jr.  
and Members, Board of County Commissioners  
**From:** Carlos A. Gimenez  
County Mayor   
**Subject:** Contract Award Recommendation for Crane Program Engineering and Consulting Services -  
Project No.: 2015-029; Contract No.: E16-SEA-01, to Paul Bridges & Associates, LLC

Agenda Item No. 8(J)(2)

## Recommendation

This Recommendation for Award for Professional Services Agreement, Contract Number E16-SEA-01 between Paul Bridges & Associates, LLC and Miami-Dade County (County) has been prepared by Seaport Department (PortMiami), and is recommended for approval for a total contract amount not to exceed \$2,000,000.00, inclusive of a contingency allowance amount of \$181,818.00.

## 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. Additional delegation of authorities requested for this contract are as follows:

Authority to exercise the time extension and allowance account options limited to ten percent of the contract term and amount;

Authority to exercise the cancellation provisions in the contract;

Section IX of the PSA stipulates that any and all disputes shall be decided by the Director of PortMiami; and

Authority to exercise all other provisions and County rights contained in the contract.

## Scope

**PROJECT NAME:** Crane Program Engineering and Consulting Services

**PROJECT NO:** 2015-029

**CONTRACT NO:** E16-SEA-01

**PROJECT DESCRIPTION:** Consultant shall provide non-exclusive professional engineering services, for PortMiami's Gantry Cranes, rail and structural support systems. The scope of services includes specific Gantry Crane Program Engineering and Consulting Services, and Crane Procurement.

1. Crane Procurement: The Consultant shall provide oversight and technical assistance to purchase, design, fabricate, erect, install, test, start-up, commission, ship, deliver, re-commission, test and certify gantry cranes and cargo handling equipment such as spreaders. Services may include, but are not limited to: electrical controls drive system design; safety and control interlocks design; vessel profiling operations; hoisting system designs; hoisting hydraulic system design; gantry crane design oversight and reviews; specific metals and application engineering; equipment elevator design; fabrication engineering and Quality Assurance/Quality Control (QA/QC); on-site engineer at manufacturer's site during fabrication, erection, installation, commissioning, testing and shipping; specialty engineer trips to manufacturer's site during design, fabrication, erection, installation, commissioning and testing, as well as prior to shipment; review of all of manufacturer's drawings, calculations, submittals, reports, testing results, and manuals; trips to PortMiami for design reviews, project management, delivery, crane start-up, re-commissioning, testing, certification and acceptance; review and

adjustment of manufacturer's spare parts list as required; and review of operations and management of on-site third party inspection services as appropriate.

2. Specific Gantry Crane Program Engineering and Consulting Services: Services include, but are not limited to: general and specific gantry crane engineering; gantry crane infrastructure engineering of the crane systems, rail support systems (including, but not limited to the rail, which supports the cranes); with analysis and studies of PortMiami's gantry cranes, and cargo handling equipment to include, but not be limited to spreaders. This work covers gantry crane program assistance; project assistance and management; equipment design; electrical controls drive system design; safety and control interlocks design; vessel profiling operations; hoisting system designs; hoisting hydraulic system design; gantry crane design oversight and reviews; specific metals and application engineering; equipment elevator design; fabrication engineering and QA/QC; shipping, loading and unloading, testing, commissioning, gantry crane, repair and maintenance procedures; inspections; assessments; disaster and damage recovery reports; claims assistance; calculations; testing; production analysis; preparation of reports and other specialty crane engineering services.

The Consultant shall provide all necessary professional services; site investigations; studies; modeling; engineering designs; steel structural engineering; mechanical and electrical engineering; cost estimates; value engineering coordination; manufacturing and fabrication documents; bidding assistance; site visits; inspections; fabrication administration including QA/QC inspection services and review of fabrication shop drawings, submittals, proposed substitutions, pay requests and change orders; commissioning; OSHA certification; claims assistance coordination; and any supportive ancillary tasks to the primary scope of services to successfully complete all phases of the project. In addition, all work shall be conducted to meet or exceed professional standards; comply with PortMiami Security requirements; and PortMiami Design Guidelines.

**PROJECT LOCATION:** Dante B. Fascell Port of Miami-Dade

<b>PROJECT SITES:</b>	<b><u>SITE #</u></b>	<b><u>LOCATION 1</u></b>	<b><u>DIST</u></b>	<b><u>ESTIMATE</u></b>	<b><u>T-S-R</u></b>
	#3000172	1015 N AMERICA WY	5	\$2,000,000.00	--

**PRIMARY COMMISSION DISTRICT:** District 5 Bruno A. Barreiro

**APPROVAL PATH:** Board of County Commissioners

**ISD A&E PROJECT NUMBER:** E16-SEA-01

**USING DEPARTMENT:** Seaport Department

**MANAGING DEPARTMENT:** Seaport Department

**Fiscal Impact / Funding Source**

<b>FUNDING SOURCE:</b>	<b><u>SOURCE</u></b>	<b><u>PROJECT NUM</u></b>	<b><u>SITE #</u></b>	<b><u>AMOUNT</u></b>
	Seaport Bonds	2000000131	#3000172	\$2,000,000.00

**OPERATIONS COST IMPACT / FUNDING:** Not Applicable, this is a PSA for crane program engineering and consulting services.

**MAINTENANCE COST IMPACT / FUNDING:** Not Applicable, this is a PSA for crane program engineering and consulting services.

**LIFE EXPECTANCY OF ASSET:** Not Applicable, this is a PSA for crane program engineering and consulting services.

**PTP FUNDING:** No

**GOB FUNDING:** No

**ARRA FUNDING:** No

<b>CAPITAL BUDGET PROJECTS:</b>	<b>CAPITAL BUDGET PROJECT # - DESCRIPTION</b>	<b><u>AWARD ESTIMATE</u></b>
	2000000131- GANTRY CRANES Book Page:135 Funding Year: Proposed Budget Book for FY 17-18, FY 2017-18 Funds (Seaport Bonds)	\$660,000.00
	2000000131- GANTRY CRANES Book Page:135 Funding Year: Proposed Budget Book for FY 17-18, FY 2018-19 Funds (Seaport Bonds)	\$660,000.00
	2000000131- GANTRY CRANES Book Page:135 Funding Year: Proposed Budget Book for FY 17-18, FY 2019-20 Funds (Seaport Bonds)	\$680,000.00
	<b>CAPITAL BUDGET PROJECTS TOTAL:</b>	<b>\$2,000,000.00</b>

<b>PROJECT TECHNICAL CERTIFICATION REQUIREMENTS:</b>	<b><u>TYPE</u> <u>CODE</u> <u>DESCRIPTION</u></b>
	Prime 5.01 PORT AND WATERWAY SYSTEMS – ENGINEERING DESIGN
	Prime 5.05 PORT AND WATERWAY SYSTEMS – CARGO TERMINAL DESIGN
	Prime 5.06 PORT AND WATERWAY SYSTEMS – CARGO TERMINAL EQUIPMENT DESIGN
	Other 12.00 GENERAL MECHANICAL ENGINEERING
	Other 13.00 GENERAL ELECTRICAL ENGINEERING
	Other 16.00 GENERAL CIVIL ENGINEERING
	Other 17.00 ENGINEERING CONSTRUCTION MANAGEMENT
	Other 19.05 VALUE ANALYSIS AND LIFE-CYCLE COSTING – PORT AND WATERWAY SYSTEMS

**SUSTAINABLE BUILDINGS ORDINANCE:** (I.O NO. 8-8)  
 Did the Notice to Professional Consultants contain Specific Language requiring compliance with the Sustainable Buildings Program?  
 Not Applicable

**NTPC'S DOWNLOADED:** 63

**PROPOSALS RECEIVED:** 2

**TOTAL CONTRACT PERIOD:** 2190 Days. Excludes Warranty Administration Period  
 The contract period consists of six (6) years for professional services requested during the term of the contract, or until the money is depleted, whichever comes first.

**CONTINGENCY PERIOD:** 219 Days.  
 Based on the six (6) year term of the contract.

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

**ART IN PUBLIC PLACES:** No

**BASE ESTIMATE:** \$1,818,182.00

**BASE CONTRACT AMOUNT:** \$1,818,182.00

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

TYPE	PERCENT	AMOUNT	COMMENT
PSA	10%	\$181,818.00	

**TOTAL DEDICATED ALLOWANCE:** \$0.00

**TOTAL AMOUNT:** \$2,000,000.00

**Track Record / Monitor**

**SBD HISTORY OF VIOLATIONS:** None

**EXPLANATION:** A Notice to Professional Consultants (NTPC) was advertised on November 17, 2016. Two (2) proposals were submitted on December 29, 2016, in response to the NTPC. Because fewer than three (3) proposals were received, consistent with the Consultants' Competitive Negotiation Act, Section 287.055, Florida Statutes, the Internal Services Department (ISD) conducted market research. On February 14, 2017, ISD's final recommendation of the market research was to proceed with the evaluation of the two (2) proposals. Subsequently, the respondents were found in compliance with the Technical Certification and Small Business Enterprise-Architectural and Engineering (SBE-A&E) requirements established for this solicitation.

The Competitive Selection Committee (CSC) appointed by the County Mayor conducted a First Tier Meeting on April 3, 2017, to evaluate the proposals received. The firms were evaluated in accordance with Section 2-10.4 of the Miami-Dade County Code, Implementing Order 3-34, and Administrative Order 3-39. Local Preference was applied to the First-Tier Evaluation; however, had no effect on the ranking, because both proposers were local. Therefore, the final ranking was based on the total ordinal scores. The top ranked firm, Paul Bridges & Associates, LLC (PBA) received four (4) points, and the second ranked firm, CB&I Environmental & Infrastructure, Inc. received five (5) points).

Based on the CSC's professional judgement, the information provided in the proposals was deemed sufficient to determine the qualifications of the teams. As a

result of said determination, and by a majority vote, the CSC decided to forego Second Tier proceedings. Based on the above results, the CSC recommended that negotiations be conducted with PBA. The County Mayor's Designee, the ISD Director, concurred with the CSC and on May 22, 2017, the first and only negotiation meeting was held. Following the conclusion of negotiations, the Negotiation Committee arrived at a schedule of rates that was fair and reasonable to provide crane program engineering and consulting services.

Pursuant to Resolution R-187-12, and in accordance with ISD's Procurement Guidelines, PortMiami staff exercised due diligence to determine Consultant responsibility for PBA. The lists that were referenced included, but were not limited to: convicted vendors, debarred vendors, delinquent contractors, suspended vendors and federal excluded parties. There were no adverse findings relating to the Consultant's responsibility. Although there are no evaluations on record for PBA in the Capital Improvements Information System, PortMiami staff reviewed the business references included in PBA's proposal and deemed their experience for the scope of services to be satisfactory. Based on the above, it is recommended that this Agreement be awarded in the not to exceed amount of \$2,000,000.00, to Paul Bridges & Associates, LLC.

**SUBMITTAL DATE:** 12/29/2016

**ESTIMATED NOTICE TO PROCEED:** 11/06/2017

**PRIME CONSULTANT:** Paul Bridges & Associates, LLC

**COMPANY PRINCIPAL:** Ellis Bridges

**COMPANY QUALIFIERS:** Paul Bridges

**COMPANY EMAIL ADDRESS:** ellisbridges@pbacorp.com

**COMPANY STREET ADDRESS:** 156 Saint Anthony Street

**COMPANY CITY-STATE-ZIP:** Mobile, Alabama 36603

**YEARS IN BUSINESS:** 2

**PREVIOUS EXPERIENCE WITH COUNTY IN THE LAST FIVE YEARS:** According to the Firm History Report, as provided by the County's Division of Small Business Development, within the last five (5) years, Paul Bridges & Associates, LLC has not held any contracts with Miami-Dade County.

<b>SUB-CONSULTANTS:</b>	<b>SBE-A/E</b>	
	<b>Goal</b>	<b>Services</b>
Atkins North America, Inc.	N/A	N/A
Initial Engineers, P.A.	5.00%	Design and Engineering
Sarandrea Associates Group Corp	N/A	N/A
<b>TOTAL 5.00% (Exceeds the 2.00% SBE-A/E Goal)</b>		

**MINIMUM  
 QUALIFICATIONS  
 EXCEED LEGAL  
 REQUIREMENTS:**

Yes Interested Professional Engineering Firms are preferred to have five (5) years' experience of similar gantry crane engineering work as described in the project description. This expertise must be met by qualified individual(s) of the prime consultant. The Competitive Selection Committee may negatively evaluate proposals from firms they determine have failed to meet the above experience and qualification(s).

The Prime and/or sub-consultants performing Technical Certifications 12.00 – General Mechanical Engineering, 13.00 – General Electrical Engineering, 16.00 – General Civil Engineering and 17.00 – Engineering Construction Management, must have a minimum of five (5) years working experience on crane manufacturing; crane installation; commissioning; crane lighting systems; crane pits; electrical and sump pump systems.

Prime and sub-consultants selected for PSAs under ISD Project No. E11-SEA-03, Program Management Consultant Services, and ISD Project No: E14-SEA-01R, Management Financial Consulting and Bond Engineering Services, will not be considered for award of a PSA under ISD Project No. E16-SEA-01.

**REVIEW COMMITTEE: MEETING DATE: 06/08/2016 SIGNOFF DATE: 06/27/2016**

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

<b>REVIEW COMMITTEE ASSIGNED CONTRACT MEASURES:</b>	<b>ESTIMATED</b>		<b>COMMENT</b>
	<b>TYPE</b>	<b>GOAL VALUE</b>	
SBE- A&E	2.00%	\$40,000.00	
CWP	0.00%	0	Not Applicable

**MANDATORY  
CLEARING HOUSE:** No

**CONTRACT  
MANAGER NAME /  
PHONE / EMAIL:** Gyselle Pino (305) 347-4833 gmf@miamidade.gov

**PROJECT MANAGER  
NAME / PHONE /  
EMAIL:** Elizabeth Ogden (305) 347-5521 eogden@miamidade.gov

**Background**

**BACKGROUND:** PortMiami is upgrading its infrastructure to receive new-panamax ships following the expansion of the Panama Canal and completion of the Port's Deep Harbor Dredge Program. To service these ships, the Port must procure three (3) new super-post-panamax gantry cranes and select a specialty crane engineering consultant to provide oversight of the design, fabrication, delivery, commissioning, inspections, repairs, maintenance and any other required services related to this work.

BUDGET APPROVAL *[Signature]* 8/28/17  
FUNDS AVAILABLE: OMB DIRECTOR DATE

APPROVED AS TO *[Signature]* 8/14/17  
LEGAL SUFFICIENCY: COUNTY ATTORNEY DATE

*[Signature]*  
DEPUTY MAYOR DATE

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

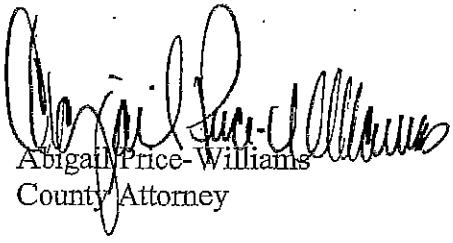


# MEMORANDUM

(Revised)

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

**DATE:** November 7, 2017

**FROM:**   
Abigail Price-Williams  
County Attorney

**SUBJECT:** Agenda Item No. 8(J)(2)

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(J)(2)  
11-7-17

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

RESOLUTION APPROVING PROFESSIONAL SERVICES AGREEMENT BETWEEN MIAMI-DADE COUNTY AND PAUL BRIDGES & ASSOCIATES, LLC FOR CRANE PROGRAM ENGINEERING AND CONSULTING SERVICES IN AN AMOUNT NOT TO EXCEED \$2,000,000.00, INCLUSIVE OF A CONTINGENCY ALLOWANCE OF \$181,818.00; AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE SAME; TO EXERCISE ANY CANCELLATION AND OTHER PROVISIONS CONTAINED THEREIN; AND TO APPROVE THE CONTINGENCY TIME EXTENSION AND CONTINGENCY EXPENDITURE LIMITED TO TEN PERCENT OF THE BASE CONTACT AMOUNT

**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:

Section 1. Approves the execution of a Professional Services Agreement between Miami-Dade County and Paul Bridges & Associates, LLC for Crane Program Engineering and Consulting Services in an amount not to exceed \$2,000,000.00, inclusive of the contingency allowance of \$181,818.00, in substantially the form attached hereto and made part hereof.

Section 2. Authorizes the County Mayor or County Mayor's designee to execute the Professional Services Agreement after review and approval by the County Attorney's Office; and to exercise any cancellation and other provisions contained therein; and to approve the contingency time extension and contingency account expenditure limited to ten percent of the base contract amount.

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 7<sup>th</sup> day of November, 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.



Hugo Benitez

**PORTMIAMI**

**NON-EXCLUSIVE PROFESSIONAL SERVICES AGREEMENT**

**CRANE PROGRAM ENGINEERING AND CONSULTING SERVICES**

**CONTRACT NO. E16-SEA-01**

**AUGUST 2017**



**Carlos A. Gimenez, Mayor**

**BOARD OF COUNTY COMMISSIONERS**

Barbara Jordan

District 1

Jean Monestime

District 2

Audrey M. Edmonson, Vice Chairwoman

District 3

Sally A. Heyman

District 4

Bruno A. Barreiro

District 5

Rebeca Sosa

District 6

Xavier L. Suarez

District 7

Daniella Levine Cava

District 8

Dennis C. Moss

District 9

Javier D. Souto

District 10

Joe A. Martinez

District 11

Jose "Pepe" Diaz

District 12

Esteban L. Boyo, Jr. Chairman

District 13

**Harvey Ruvlin, Clerk of Courts**

**Jack Osterholt, Deputy Mayor**

**Abigail Price-Williams, County Attorney**

**Miami-Dade County provides equal access and equal opportunity**

**In employment and services and does not discriminate on the basis of handicap.**

**This document is exempt from public disclosure in accordance with House Bill 735, Chapter 2002-67. No part of the document may be used, reproduced, stored in a retrieval system, or transmitted in any form or by any means, electronic, mechanical, photocopying or otherwise, without the prior written consent of PortMiami.**

PORTMIAMI

NON-EXCLUSIVE PROFESSIONAL SERVICES AGREEMENT

CRANE PROGRAM ENGINEERING AND CONSULTING SERVICES

CONTRACT NO. E16-SEA-01

TABLE OF CONTENTS

SECTION I – COUNTY OBLIGATIONS ..... 4

SECTION II – PROFESSIONAL SERVICES ..... 6

SECTION III – TIME FOR COMPLETION ..... 13

SECTION IV– FORCE MAJEURE ..... 13

SECTION V – COMPENSATION..... 14

SECTION VI – ADDITIONAL SERVICES (ALLOWANCE ACCOUNT) ..... 18

SECTION VII – METHODS OF PAYMENT ..... 19

SECTION VIII – SCHEDULE OF WORK..... 20

SECTION IX – RIGHT OF DECISIONS AND DISPUTE RESOLUTION ..... 20

SECTION X – OWNERSHIP OF DOCUMENTS..... 21

SECTION XI – REUSE OF DOCUMENTS ..... 22

SECTION XII – NOTICES ..... 22

SECTION XIII – ABANDONMENT..... 23

SECTION XIV – AUDIT RIGHTS ..... 24

SECTION XV – SUBCONTRACTING AND ASSIGNMENT ..... 24

SECTION XVI - CERTIFICATION ..... 25

SECTION XVII – TERMINATION OF AGREEMENT ..... 25

SECTION XVIII – DURATION OF AGREEMENT ..... 26

SECTION XIX – DEFAULT ..... 27

SECTION XX – INDEMNIFICATION AND INSURANCE ..... 27

SECTION XXI – TRUTH-IN-NEGOTIATION CERTIFICATION OF WAGE RATES ..... 29

SECTION XXII – APPLICABLE LAWS ..... 30

SECTION XXIII – OFFICE OF MIAMI-DADE COUNTY INSPECTOR GENERAL..... 34

SECTION XXIV – AFFIRMATIVE ACTION..... 38

SECTION XXV – PROMPT PAYMENT TO SMALL BUSINESS SUBCONSULTANTS ..... 38

SECTION XXVI - SANCTIONS FOR CONTRACTUAL VIOLATIONS ..... 39

SECTION XXVII – BUSINESS APPLICATION AND FORMS .....39  
SECTION XXVIII – ERRORS AND OMISSIONS .....40  
SECTION XXIX – ENTIRETY OF AGREEMENT .....40  
ATTACHMENT  
ATTACHMENT A – PAUL BRIDGES & ASSOCIATES, LLC’S SCHEDULE OF RATES

**NON-EXCLUSIVE PROFESSIONAL SERVICE AGREEMENT**

THIS NON-EXCLUSIVE PROFESSIONAL SERVICES AGREEMENT (the "Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2017 by and between Miami-Dade County, a political subdivision of the State of Florida, hereinafter referred to as the "COUNTY", and PAUL BRIDGES & ASSOCIATES, LLC, a ALABAMA corporation authorized to do business in the State of FLORIDA with offices in PLANTATION, Florida, hereinafter referred to as the "CONSULTANT".

**W I T N E S S E T H :**

For and in consideration of the mutual agreements hereinafter contained, the COUNTY hereby retains the CONSULTANT and the CONSULTANT hereby covenants to provide the professional services prescribed herein in connection with the Crane Program Engineering and Consulting Services, Contract No. E16-SEA-01 / Project No. 2015-029, as more specifically described in SECTION II- PROFESSIONAL SERVICES of this Agreement for the Dante B. Fascell Port of Miami-Dade, hereinafter referred to as the "PROJECT".

**SECTION I – COUNTY OBLIGATIONS**

The COUNTY agrees that the Miami-Dade County Seaport Department, hereinafter referred to as the "Department", shall furnish to the CONSULTANT any plans and other data available in the COUNTY files pertaining to the work to be performed under this Agreement. Information shown on such plans or data shall be that which has been made available to the COUNTY, and shall be provided to the CONSULTANT without guarantee regarding its reliability and accuracy. The CONSULTANT shall be responsible for independently verifying such information if it shall be used by the CONSULTANT to accomplish the work undertaken pursuant to this Agreement.

The Director of the Miami-Dade County Seaport Department or his/her designee, hereinafter referred to as the "Director", reserves the right to guarantee the accuracy of information provided by the COUNTY to the CONSULTANT. When such guarantee is provided in writing, the CONSULTANT shall not be compensated for independent verification of said information.

The Director shall issue written authorization to proceed to the CONSULTANT for each section of the work to be performed hereunder. These authorizations are referred to as Work Orders. In case of emergency, the Director reserves the right to issue oral authorization 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 COUNTY, upon the Director's request prior to the issuance of a Work Order. No payment shall be made for the CONSULTANT's time or services in connection with the preparation of any such proposal.

The Director shall confer with the CONSULTANT before any Work Order is issued to discuss and agree upon the scope, time for completion, and fee for services to be rendered pursuant to this Agreement.

The Director reserves the right to assign the CONSULTANT's design work to another CONSULTANT, including but not limited to a CONSULTANT on a previous, successor or concurrent contract and further reserves the right to assign another CONSULTANT's design work to CONSULTANT. CONSULTANT shall not be responsible for the design work assigned to another CONSULTANT if the design work is not 100% completed by the CONSULTANT and submitted as final documents by the CONSULTANT and accepted by the COUNTY.

Performance evaluations of the services rendered under this Agreement shall be performed by the Department and shall be utilized by the COUNTY as evaluation criteria for future solicitations.

## **SECTION II – PROFESSIONAL SERVICES**

Upon receipt of authorization to proceed from the Director, the CONSULTANT agrees to perform professional services associated with the requested work in accordance with the negotiated terms of the applicable Work Order.

Said services may include, but not be limited to providing non-exclusive professional engineering services, for PortMiami's Gantry Cranes, rail and structural support systems. The scope of services includes specific Gantry Crane Program Engineering and Consulting Services, and Crane Procurement.

1. Crane Procurement: The Consultant shall provide oversight and technical assistance to purchase, design, fabricate, erect, install, test, start-up, commission, ship, deliver, re-commission, test and certify gantry cranes and cargo handling equipment such as spreaders. Services may include, but are not limited to: electrical controls drive system design; safety and control interlocks design; vessel profiling operations; hoisting system designs; hoisting hydraulic system design; gantry crane design oversight and reviews; specific metals and application engineering; equipment elevator design; fabrication engineering and Quality Assurance/Quality Control (QA/QC); on-site engineer at manufacturer's site during fabrication, erection, installation, commissioning, testing and shipping; specialty engineer trips to manufacturer's site during design, fabrication, erection, installation, commissioning and testing, as well as prior to shipment; review of all of manufacturer's drawings, calculations, submittals, reports, testing results, and manuals; trips to PortMiami for design reviews, project management, delivery, crane start-up, re-commissioning, testing, certification and acceptance; review and adjustment of manufacturer's spare parts list as required; and review of operations and management of on-site third party inspection services as appropriate.

2. Specific Gantry Crane Program Engineering and Consulting Services: Services include, but are not limited to: general and specific gantry crane engineering; gantry crane infrastructure engineering of the crane systems, rail support systems (including, but not limited to the rail, which



supports the cranes); with analysis and studies of PortMiami's gantry cranes, and cargo handling equipment to include, but not be limited to spreaders. This work covers gantry crane program assistance; project assistance and management; equipment design; electrical controls drive system design; safety and control interlocks design; vessel profiling operations; hoisting system designs; hoisting hydraulic system design; gantry crane design oversight and reviews; specific metals and application engineering; equipment elevator design; fabrication engineering and QA/QC; shipping, loading and unloading, testing, commissioning, gantry crane, repair and maintenance procedures; inspections; assessments; disaster and damage recovery reports; claims assistance; calculations; testing; production analysis; preparation of reports and other specialty crane engineering services.

The Consultant shall provide all necessary professional services; site investigations; studies; modeling; engineering designs; steel structural engineering; mechanical and electrical engineering; cost estimates; value engineering coordination; manufacturing and fabrication documents; bidding assistance; site visits; inspections; fabrication administration including QA/QC inspection services and review of fabrication shop drawings, submittals, proposed substitutions, pay requests and change orders; commissioning; OSHA certification; claims assistance coordination; and any supportive ancillary tasks to the primary scope of services to successfully complete all phases of the project.

In addition, all work shall be conducted to meet or exceed professional standards; comply with PortMiami Security requirements; and PortMiami Design Guidelines. For a more detailed description of the list of compensation rates, please refer to Attachment "A", PAUL BRIDGES & ASSOCIATES, LLC'S Schedule of Rates.

A. In connection with professional services to be rendered pursuant to this Agreement, the CONSULTANT further agrees to provide complete engineering services to: Maintain an adequate staff of qualified personnel on the project at all times to complete the scope in accordance with the terms specified in the applicable Work Order. The COUNTY has the right to approve and regulate the CONSULTANT's workforce and approve specific CONSULTANT

employees. The COUNTY has the right to have any CONSULTANT employee removed from the work, if, in the COUNTY'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 COUNTY approval. The CONSULTANT shall submit a list of employees intended to be engaged in the work under this Agreement, including their classification and salary rates, as reported to the Internal Revenue Service (I.R.S.), as Attachment "A" to this agreement and made a part hereof.

- B. Comply with all federal, state and local laws, regulations, codes, ordinances, resolutions and administrative orders applicable to the work.
- C. Cooperate fully with the COUNTY in the scheduling and coordination of all phases of the work.
- D. Report the status of the work to the Director upon request and hold pertinent data, calculations, field notes, records, sketches, and other products open to the inspection of the Director at any time. The CONSULTANT shall reference all correspondence and work with the Work Order Number.
- E. Submit for COUNTY review, work schedules, cost estimates, design computations, drawings, sketches, and other data representative of the work's progress at the percentage stages of completion which may be stipulated in the applicable Work Order, as applicable. Submit for COUNTY approval the final work products upon incorporation of any modifications requested by the COUNTY during any previous review. Drawings shall be in AutoCAD format in a version acceptable to the Department. Upon finalization of work the CONSULTANT shall submit hard copy reproducible as well as editable final product disks to the COUNTY.
- F. Confer with the COUNTY at any time during the further development and implementation of improvements for which the CONSULTANT has provided design or other services as to interpretation of plans and other documents, correction of errors and omissions and preparation

of any necessary revisions thereof. The CONSULTANT shall not be compensated for the correction of CONSULTANT'S errors and omissions.

G. Prior to final approval of work by the Director, the CONSULTANT shall complete a preliminary check of any documents submitted for compliance with all county, city, state, and federal agencies as required.

H. 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 COUNTY 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 SECTION X -- OWNERSHIP OF DOCUMENTS hereof such data or information is the property of the COUNTY.

I. RESPONSIBILITY FOR ESTIMATES

1. In the event the services required pursuant to this Agreement include the CONSULTANT preparing and submitting to the COUNTY, cost estimates, the CONSULTANT, by exercise of his experience, effort, knowledge and judgment, shall develop such cost estimates as are set forth in, or as may be required under the Agreement and shall be held accountable, responsible and liable for the accuracy, completeness, and correctness of any and all such cost estimates based on a BASIS OF DESIGN document prepared by the CONSULTANT as part of the approved scope of services and approved by the COUNTY. The BASIS OF DESIGN document will detail the specific components of the work order established between the CONSULTANT and COUNTY and include such information as the COUNTY budget for the project, intended use, functional or operational criteria and/or constraints, applicable codes and standards or any other information deemed by both PARTIES

important for the successful design and procurement of the project for the budget available. For purposes of the Liability Provisions of this Article only, the CONSULTANT's estimate(s) shall be considered valid and effective for a period of six (6) months from the date of the COUNTY's acceptance of the estimate(s). For the purposes of creating a more accurate view of the market place and for the benefit of the COUNTY, once the 100% design has been completed and the project is designated for bidding within the six (6) month aforementioned, the CONSULTANT, at no additional cost to the COUNTY, will be required to re-validate their estimate within fifteen (15) working days after notification, but prior to the project being released for bids.

2. The cost estimates of CONSULTANTS or SUB-CONSULTANTS engaged by CONSULTANTS, for the appraisal or valuation of real property or easements, or the estimate of damages or costs associated with the acquisition of real property or easements are exempted from the provisions of this Article.

3. Cost Estimates

a. Order of Magnitude Estimate at Conceptual Design

This is an approximate estimate made without detailed architect/engineering data. This type of estimate shall be accurate within plus or minus forty percent (40%) of the cost of the construction of the project. This cost estimate will be used to define and document risks or other issues that may impact the project and project costs. These factors will be discussed with the COUNTY to define the potential outcome of the design and procurement process and establish an initial register from which further cost estimates are made and the range in which cost estimating may affect liability. The project budget or design scope will be revised at the discretion of the County to include the risks identified in this phase. The COUNTY acknowledges that CONSULTANT cannot

warrant that any cost estimates provided during this phase will not vary from actual costs incurred by COUNTY.

b. Order of Magnitude Estimate at 30% Complete Construction Drawings.

This is an approximate estimate based on the development of 30% construction drawings. This type of estimate shall be accurate within plus or minus thirty percent (30%). At this stage, the CONSULTANT shall investigate the costs in detail as it relates to the project and initiate a process whereas the development of the construction documents may be divided into a series of add alternates or result in scope modifications that allows the COUNTY to adjust the scope to best meet the functional requirements of the project within the available budget, at no additional cost to the County.

c. Construction Cost Estimate at 60% Complete Construction Documents

A construction cost estimate for purposes of this Agreement is an estimate prepared on the basis of partially developed engineering/architectural data and on information available as set forth in the 60% drawings and specifications, which are to be used as a basis for advancing towards construction of the project. This type of estimate shall be accurate within plus or minus twenty percent (20%) of the cost of the construction of the project. The accuracy and reliability of a 60% CONSTRUCTION COST ESTIMATE is vital to the COUNTY'S interests because it may be used for such purposes as, but not limited to the following: budgeting, obtaining, allocating or obligating funds for the project. Documents developed at this time remain preliminary and are subject to review by the COUNTY and potentially others. Changes dictated at that time and ultimately incorporated into the final plans could impact published cost estimates.

d. Construction Cost Estimates at 90% Complete Construction Documents.

A construction cost estimate for purposes of this Agreement is an estimate prepared on the basis of the engineering/architectural data and other detailed information set forth in the drawings and specifications, which are to be used as a basis for obtaining bids or price proposals for construction of the project. The COUNTY regards the 90% Complete Construction Documents as 100% complete by the CONSULTANT pending approval by authorities having jurisdiction, revisions completed as a result of bidders Requests for Information, which clarify intended scope, and final COUNTY review. This type of estimate shall be accurate within plus or minus ten percent (10%) of the cost of the construction of the project. The accuracy and reliability of a CONSTRUCTION COST ESTIMATE is vital to the COUNTY'S interests because it may be used for such purposes as, but not limited to the following: budgeting, obtaining, allocating or obligating funds for the project; evaluating and determining the reasonableness and acceptableness of bids or price proposals for construction projects.

In the event the COUNTY solicits and receives bids or price proposals from Contractors on a construction project based on 90% drawings, specifications, and a 90% CONSTRUCTION COST ESTIMATE prepared by the CONSULTANT, and the lowest bid or price proposal, submitted by a responsive and responsible bidder or proposer, which bid or price proposal exceeds the amount of the CONSULTANT'S FINAL CONSTRUCTION COST ESTIMATE by more than the percent accuracy set forth hereinabove in paragraph d, the CONSULTANT shall, upon notification by the COUNTY, assume responsibility for and proceed to provide and perform the following service without additional compensation:

The CONSULTANT will, subject to the review and approval of the COUNTY, modify at its expense the drawings, specifications, and related bidding and contract documents to the

extent necessary to reduce the anticipated construction costs so that the re-solicitation of bids or price proposals will realize bids or price proposals being received that are within the range of accuracy established for the CONSTRUCTION COST ESTIMATE prepared by the CONSULTANT. Any such modifications made by the CONSULTANT shall not conflict with the functional or operational requirements established by the COUNTY for the project as defined in the detailed BASIS OF DESIGN document prepared by the CONSULTANT and approved by the COUNTY at the initial stages of the work as set forth under this agreement or as modified by Change Orders or Supplemental Task Authorization(s) issued thereto, nor shall any such modifications conflict with established rules, regulations, requirements or professional standards pertaining to the drawings and specifications prepared by the CONSULTANT, nor shall such modifications adversely affect the safe use or operation of the construction project.

### **SECTION III – TIME FOR COMPLETION**

The services to be rendered by the CONSULTANT for each section of the work shall commence upon receipt of a written Work Order from the Director subsequent to the execution of this Agreement, and shall be completed within the time stated in the Work Order.

A reasonable extension of time shall be granted in the event there is a delay on the part of the COUNTY in fulfilling its part of the Agreement or should a Force Majeure, as defined in Section IV hereof, render performance of the CONSULTANT's duties impossible. Such extensions of time shall not be cause for any claim by the CONSULTANT for extra compensation.

### **SECTION IV– FORCE MAJEURE**

Force Majeure shall mean an act of God, epidemic, lightning, earthquake, fire, explosion, hurricane, flood or similar occurrence, strike, an act of a public enemy, or blockade, insurrection, riot, general arrest or restraint of government and people, civil disturbance or similar occurrence, which has had or may reasonably be expected to have a material adverse effect on the rights and obligations under

this Agreement, and which, by the exercise of due diligence, such parties shall not have been able to avoid. Such acts or events DO NOT INCLUDE inclement weather (except as noted above) or the acts or omissions of sub-consultants/subcontractors, third-party consultants/contractors, material men, suppliers, or their subcontractors, unless such acts or omissions are otherwise encompassed by the definition set forth above.

No party hereto shall be liable for its failure to carry out its obligations under the Agreement during a period when such party is rendered unable, in whole or in part, by Force Majeure to carry out such obligations, but the obligation of the party or parties relying on such Force Majeure shall be suspended only during the continuance of any inability so caused and for no longer period of said unexpected or uncontrollable event, and such cause shall, so far as possible, be remedied with all reasonable dispatch.

It is further agreed and stipulated that the right of any party hereto to excuse its failure to perform by reason of Force Majeure shall be conditioned upon such party giving, to the other party or parties, written notice of its assertion that a Force Majeure delay has commenced within ten (10) working days after such commencement, unless there exists good cause for failure to give such notice, in which event, failure to give such notice shall not prejudice any party's right to justify any non-performance as caused by Force Majeure unless the failure to give timely notice causes material prejudice to the other party or parties.

#### **SECTION V – COMPENSATION**

The COUNTY agrees to pay and the CONSULTANT agrees to accept, for services rendered pursuant to this Agreement, fees and other compensation computed in accordance with one or a combination of the methods outlined below:



A. Fee as a Multiple of Direct Salary Cost and Fixed Hourly Rate

1. The fee for services rendered by the CONSULTANT's personnel, principals excluded, shall be computed based on the direct salary cost, as reported to the Internal Revenue Service, for the time of said personnel engaged directly in the work, times negotiated multipliers of 2.85 for Office Personnel, 2.30 for Field Personnel and/or personnel on loan. Office Personnel shall mean personnel that are located in the home offices of the CONSULTANT and or Sub-consultant(s). Field Personnel shall mean personnel that are performing duties outside of the home offices of the CONSULTANT and or Sub-consultant(s), for more than 30 days. In addition, Personnel on loan shall mean that they are under the direct supervision of the COUNTY's Seaport Department and the Department provides office space, computers and communication equipment (excludes cellular phones). Time worked by the CONSULTANT and/or Sub-consultant(s) for this entire period shall be at the Field/on loan personnel rate. This fee shall constitute full compensation to the CONSULTANT for costs incurred in the performance of the work such as overhead, fringe benefits, operating margin and all other costs not covered by reimbursable expenses.

Furthermore, the maximum raw hourly rates, per classification, for the Consultant and Sub-consultants are capped and set not to exceed as follows:

Sr. Crane Project Engineer	\$85.00	Crane Project Manager	\$52.00
Crane Project Engineer	\$75.00	Designer	\$45.00
Senior Staff and Senior M/E/P Engineer	\$70.00	CADD	\$35.00
Crane Site Manager	\$65.00	Administrative	\$25.00
Staff Engineer	\$55.00		

The COUNTY has the right to verify these multipliers through an audit.

2. The CONSULTANT and its Sub-consultants shall be compensated at the flat rate of **\$130.00** per hour for the time of principals engaged directly in the work. This rate shall not be subject to the negotiated multiplier and shall be applied to the time spent on requested work by the following principal(s).

**Ellis Bridges**

**Alejandro Sarandrea**

The COUNTY reserves the right to substitute principals in its sole discretion upon request by the CONSULTANT.

3. Overtime work considered necessary and previously authorized by the Director in writing shall be compensated at time-and-a-half of the labor rate normally paid to the employee, for personnel below the level of project engineer or project architect, as defined by the Director. Overtime is defined as work in excess of 40 hours per week. Principals shall not receive additional compensation for performance of overtime work.
4. Labor rates shall be in accordance with the list of rates per classification supplied by the CONSULTANT and its sub-consultants, and made a part hereof as Attachment "A".
5. The CONSULTANT and its sub-consultants shall not invoice the COUNTY for charges for office, rent or overhead expenses of any kind, including but not limited to, insurance, local telephone (including cellular service) and utility charges, office/drafting supplies, depreciation of equipment, professional dues, subscriptions, computer software/hardware, reproduction of drawings and/or specifications, mailing, stenographic, clerical, nor shall it invoice for other employee time or travel and substance not directly related to the work. The multiple factor set forth above shall cover all such costs pertinent to the work.
6. All payments to Sub-consultant(s) employed hereunder shall be the sole responsibility of the CONSULTANT unless otherwise provided for herein or within a Work Order.  
  
The CONSULTANT shall not submit invoices, which include charges for services by

Sub-consultant(s), unless such services have been performed satisfactorily and the charges are, in the opinion of the CONSULTANT, payable to such Sub-consultant(s). The CONSULTANT shall promptly make all payments to such Sub-consultant(s) following receipt by the CONSULTANT of corresponding payment from the COUNTY. Prior to any payments to Sub-consultant(s), the CONSULTANT shall, if requested by the Director, furnish to the COUNTY a copy of the agreement(s) providing for such payments. Compensation rate to Sub-consultant(s) authorized by the Director as services shall not exceed the CONSULTANT's rates above unless otherwise approved in advance by the Director.

B. Lump sum Fee

The fee for any requested portion of work may, at the option of the COUNTY, be a lump sum mutually agreed upon by the Director and the CONSULTANT and stated in the written Work Order. Lump sum fees may or may not include reimbursable expenses.

C. Reimbursable Expenses

The CONSULTANT shall be compensated on a direct reimbursement basis for certain work related expenditures not covered by fees for consulting services, provided such expenditures are reasonable and previously authorized by the Director. Reimbursable expenses may include:

1. Expenses for document reproduction (reproduction costs for internal coordination, reviews and other in-house uses will not be reimbursed), rental of specialized equipment, and purchase of special instruments necessary for the efficient performance of the work. Provided that such purchased 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 CADD workstations (computers).

2. Expenses for travel (except commuting), transportation and subsistence by CONSULTANT's personnel in the furtherance of the work outside Miami-Dade County will be reimbursed according to the provisions of Florida Statutes Section 112.061 and Miami-Dade County Administrative Order 6-1, as presently written or hereafter amended. The CONSULTANT shall obtain prior authorization from the Director or his/her designee, for all travel expenses. Failure to obtain such prior authorization shall be grounds for nonpayment of travel expenses. To be compensated for travel within Miami-Dade County, the CONSULTANT shall maintain accurate mileage records, in ink, and submit them with their invoices.

D. Maximum Compensation

The maximum compensation for the services included shall be the NOT TO EXCEED amount of \$1,818,182.00, so long as the performance of additional services, as outlined in Section VI hereof, is not necessary and authorized by the Director. It is understood that any unspent portion of the contract ceiling is to remain with the COUNTY.

E. COUNTY Discretion to Negotiate

Notwithstanding and prevailing over any other provision of this section, the COUNTY reserves the right in its sole discretion, through the Seaport Director or his designee, to negotiate fees and rates with CONSULTANT, mutually acceptable to COUNTY and CONSULTANT, that are less than those set forth herein for particular projects, including but not limited to lower multiplier and hourly rates.

**SECTION VI – ADDITIONAL SERVICES (ALLOWANCE ACCOUNT)**

In the event that a contingency necessitates the performance of additional services by the CONSULTANT after the \$1,818,182.00, maximum compensation limit of the Agreement has been encumbered, the Director shall have the right to authorize performance of additional services provided

that compensation for such services does not exceed ten percent (10%) of the Agreement's maximum compensation limit or \$181,818.00. It is understood that any unspent portion of the allowance account is to remain with the COUNTY.

## **SECTION VII – METHODS OF PAYMENT**

The COUNTY agrees to make monthly payments to the CONSULTANT, based on properly submitted invoices, for all authorized work performed during the previous calendar month or other mutually agreed invoicing period. The CONSULTANT agrees to provide with every invoice copies of any records necessary to substantiate payment requests to the COUNTY such as timesheets, detailing the task where the time has been spent, monthly progress reports and hours/cost expenditure reports, in a format acceptable to the COUNTY. The CONSULTANT shall submit duly certified invoices in triplicate to the Director in a form acceptable to the Director. Each invoice shall make reference to the particular Work Order which authorized the services performed and/or expenses incurred. The amount of invoices submitted shall be comprised of the amounts due for all services performed including timesheets and/or reimbursable expenses incurred to date in connection with authorized work, less previous payments.

Pursuant to Administrative Order (A.O.) 3-32 Community Business Enterprise (CBE) Program, Administrative Order (A.O.) 3-41 Small Business Enterprise (SBE) Program and/or A.O. 3-39 for the Resolution Repealing County Administrative Orders 3-33, 3-14 and 3-28 and establishing Administrative Order 3-39 Standard Process for Construction of Capital Improvements, Acquisition of Professional Services, Construction Contracting, Change Orders and Reporting, the CONSULTANT is required to file utilization reports with the Miami-Dade County contracting department monthly, unless designated otherwise. URs are required to accompany every invoice. The UR should indicate the amount of contract monies received and paid to the CONSULTANT, including payments to Sub-consultant(s) (if applicable). The UR format can be found at

<http://www.miamidade.gov/business/library/forms/ae-ur-form.pdf>. Invoices shall not be considered valid without said form.

Payments shall be made in accordance with the following methods, as identified in the work order:

A. Time and/or Material for Professional Fees and/or Reimbursable Expenses

The amounts due for professional services and/or reimbursable expenses shall be calculated in accordance with Subsections V-A and V-C hereof, respectively. Invoiced reimbursable expenses must be substantiated with copies of receipts and other documentation as necessary.

B. Lump Sum Fee

The amount due of invoices submitted shall be calculated by applying the percentage of the total work completed to date to the authorized lump sum, and subtracting any previous payments.

### **SECTION VIII – SCHEDULE OF WORK**

The Director shall have the sole right to determine on which parts or phases of the work the CONSULTANT shall proceed and in what order. The Work Order(s) issued by the Director shall cover in detail the scope, specific deliverables, time for completion, method of payment and compensation for the professional services requested in connection with each part or phase of work.

### **SECTION IX – RIGHT OF DECISIONS AND DISPUTE RESOLUTION**

All services shall be performed by the CONSULTANT to the reasonable satisfaction of the Director 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 COUNTY are unable to resolve their differences concerning any determination made by staff or any dispute or claim arising under or relating to the

Contract, either the CONSULTANT or COUNTY may initiate a dispute in accordance with the procedure set forth in this Section. Exhaustion of these procedures shall be a precondition to any lawsuit permitted hereunder.

The parties to this contract hereby authorize the Seaport Director, functioning as the Contracting Officer or his/her 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 this 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 Section, both the CONSULTANT and COUNTY are entitled to a hearing before the Contracting Officer, or his/her designee, at which both CONSULTANT and the COUNTY may present evidence and live testimony, in accordance with the Florida Rules of Evidence, and the right to cross-examine each other's witnesses.

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 COR's interpretation.

#### **SECTION X – OWNERSHIP OF DOCUMENTS**

All notes, correspondence, documents, designs, drawings, cost estimates, renderings, calculations, specifications, models, photographs, reports, surveys, investigations, and any other documents and copyrights thereto for Services performed or produced in the performance of this Agreement, whether in paper or other hard copy medium or in electronic medium, except with respect

to copyrighted standard details and designs owned by the CONSULTANT or owned by a third party and licensed to the CONSULTANT for use and reproduction, shall become the property of the COUNTY without restrictions or limitations. 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 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. All drawings shall be AutoCAD format in a version acceptable to the Department, produced by computer in files maintained on disks. When each individual section of work requested pursuant to this Agreement is completed and accepted, all of the above data shall be delivered to the Director. Nothing contained herein shall be deemed to exclude any document from Chapter 119 of the Florida Statutes.

#### **SECTION XI – REUSE OF DOCUMENTS**

The CONSULTANT may reuse data where appropriate from other sections of the work included in this Agreement provided irrelevant material is deleted. The COUNTY shall not be re-invoiced for such reused data. The Director shall not accept any reused data containing an excess of irrelevant material, which has no connection with the applicable portion of the work. The COUNTY shall not re-use design documents on other projects not contemplated under this Agreement. Any such re-use shall be at the COUNTY's sole risk without legal liability to the CONSULTANT.

#### **SECTION XII – NOTICES**

Any notices, reports or other written communications from the CONSULTANT shall be considered delivered when posted by certified mail, electronic media or delivered in person to the Director. Any notices, reports or other communications from the COUNTY to the CONSULTANT



shall be considered delivered when posted by certified mail to the CONSULTANT at the last address left on file with the COUNTY or delivered in person to said CONSULTANT or the CONSULTANT's authorized representative.

### **SECTION XIII – ABANDONMENT**

In the event the COUNTY causes abandonment, cancellation, or suspension of the projects or parts thereof, the CONSULTANT shall be compensated for all services rendered consistent with the terms of this Agreement up to the time the CONSULTANT receives written notification of such abandonment, cancellation or suspension. This compensation shall be determined on the basis of the percentage of the total services which have been performed at the time of the CONSULTANT receives such notice. In the event partial payment has been made for professional services not performed, the CONSULTANT shall return such sums to the COUNTY within ten (10) days after receipt of written notice that such sums are due.

### **SECTION XIV – AUDIT RIGHTS**

The COUNTY reserves the right to audit the records of the CONSULTANT related to this Agreement at any time during the prosecution of the work included herein and for a period of three (3) years after final payment is made. The CONSULTANT agrees to provide copies of any records necessary to substantiate payment requests to the COUNTY, including but not limited to audited financial statements, balance sheets and other financial records. In the event an audit undertaken pursuant to this section reveals improper, inadvertent, or mistaken payments to the CONSULTANT, the CONSULTANT shall remit such payments to the COUNTY. The COUNTY shall retain all legal and equitable rights with respect to recovery of payments.

**SECTION XV – SUBCONTRACTING AND ASSIGNMENT**

The CONSULTANT shall not assign or transfer any portion of the work under this Agreement other than as provided for herein without the prior written consent of the Director. When applicable and upon receipt of such consent in writing, the CONSULTANT shall cause the names of firms responsible for portions of each specialty of the work to be inserted in the pertinent documents or data. No assignment or transfer of work will be allowed. Nothing contained in this Agreement shall create any contractual relationship between the COUNTY and the Sub-consultant(s).

As applicable, the CONSULTANT agrees to comply with the Miami-Dade COUNTY Ordinance 01-103 and Administrative Order 3-32 regarding the Community Business Enterprise (CBE) program. The COUNTY has established a participation goal of 2.00% based on the total amount of compensation authorized under this Agreement.

A. Sub-consultant(s)

The compensation for services rendered by the Sub-consultant(s) shall be in accordance with this Section and Section V - COMPENSATION. The Sub-consultant(s) authorized to perform professional services associated with this Agreement are:

**ATKINS NORTH AMERICA, INC.**

**INITIAL ENGINEERS, P.A.**

**SARANDREA ASSOCIATES GROUP CORP**

In no case the maximum rate of compensation, per classification, including multiples of direct salary for services rendered by the Sub-consultant(s) personnel, principals excluded, shall exceed the rate stipulated, per classification, in Section V of this agreement.

All services provided by the Sub-consultant(s) shall be pursuant to appropriate agreements between the CONSULTANT and the Sub-consultant(s) which shall contain provisions that preserve and protect the rights of the COUNTY under this Agreement, and indemnify and hold harmless the COUNTY.

Sub-consultant(s) other than those listed above may not be utilized on the work unless their utilization has been approved in advance by the COUNTY in writing. The COUNTY reserves the right at any time to withdraw the approval of a Sub-consultant, if it decides that the services performed by the Sub-consultant, are not acceptable to the COUNTY.

The CONSULTANT shall not change any Sub-consultant without prior approval of the COUNTY in response to a written request from the CONSULTANT stating the reasons for any proposed substitution.

#### **SECTION XVI - CERTIFICATION**

The CONSULTANT certifies that no companies or persons, other than bonafide employees working solely for the CONSULTANT or the CONSULTANT's COUNTY approved Sub-consultant(s), 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 full-time or part-time employees, has or shall be retained or employed in any capacity, by the CONSULTANT or the CONSULTANT's COUNTY approved Sub-consultant(s), to accomplish the work contemplated under the terms of this Agreement. For breach or violation of this Certification, the Director shall have the right to annul this Agreement without liability.

#### **SECTION XVII – TERMINATION OF AGREEMENT**

It is expressly understood and agreed that the Director may terminate this Agreement, in total or in part, without cause or penalty, by thirty (30) days prior written notification in writing from the Director or by declining to issue Work Orders, as provided in Section VIII; in which event the COUNTY's sole obligation to the CONSULTANT shall be payment, in accordance with Section V – Compensation, for those units or sections of work previously authorized. Such payment shall be

determined on the basis of the hours or percentage of work performed by the CONSULTANT, found acceptable to the COUNTY, up to the time of termination. In the event partial payment has been made for professional services not performed, the CONSULTANT shall return such sums to the COUNTY within ten (10) days after receipt of written notice that said sums are due. Upon such termination, the COUNTY may, without penalty or other obligation to the CONSULTANT, elect to employ other persons to perform the same or similar services.

### **SECTION XVIII – DURATION OF AGREEMENT**

This Agreement shall remain in full force and effect for a period of six (6) years effective term after its date of execution and upon issuance of Notice to Proceed to its first work order provided that the maximum compensation set forth in Section V(D) is not reached by the completion of the effective term (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 said services, whichever occurs first, unless the contract is terminated by mutual consent of the parties hereto or as provided in Section XIII, Section XVI, Section XVII, Section XIX, Section XXIII, and Section XXV hereof. The performance of specifically and properly authorized services which may extend beyond the Agreement's effective term shall be compensated in accordance to Section V hereof.

This Contract contains a Contingency Allowance time extension not to exceed ten percent (10 %) of the original Contract Duration. Pursuant to a written request by the Consultant for a time extension for reasons exhibited in Sections III and IV, that affects the critical path schedule of the Contract or any previously approved changes; written documentation that supports the justification of a time extension, review and concurrence by the department A/E, a Contract Contingency Allowance Expenditure Authorization will be created for execution by all parties. Once executed the time extension will adjust the scheduled completion date. The cumulative total of all Contingency

Allowance time extensions shall not exceed ten percent (10 %) of the original Contract Duration rounded off to the next whole number.

### **SECTION XIX – DEFAULT**

In the event the CONSULTANT fails to materially comply with the provisions of this Agreement, the Director may declare the CONSULTANT in default by thirty (30) days prior written notification. In such event, the CONSULTANT shall only be compensated for any professional services completed as of the date written notice of default is served. In the event partial payment has been made for such professional services not completed, the CONSULTANT shall return such sums to the COUNTY within ten (10) days after receipt of written notice that said sums are due. The CONSULTANT shall not be compensated for professional services, which have been performed but not completed by the time the Director declares a default. In the event the COUNTY prevails in litigation to enforce the provisions of the Agreement, the COUNTY shall be compensated by the CONSULTANT for reasonable attorney's fees and court costs.

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

### **SECTION XX – INDEMNIFICATION AND INSURANCE**

Consultant, in accordance with Section 725.08, Florida Statutes, shall indemnify and hold harmless the County, and its officers and employees, from liabilities, damages, losses, and costs,

including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant and other persons employed or utilized by the Consultant in the performance of this Agreement.

Consultant expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by Consultant shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

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

The CONSULTANT shall not commence any work pursuant to this Agreement until all insurance required under this section has been obtained and such insurance has been approved by the COUNTY's Risk Management Division.

The CONSULTANT shall furnish to the Miami-Dade County, c/o Miami-Dade Seaport Department, 1015 N. America Way, Second Floor, Miami, FL 33132 Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

- A. Worker's Compensation Insurance for all employees of the Contractor as required by Florida Statute 440.
- B. Commercial General Liability Insurance on a comprehensive basis in an amount not less than \$500,000 combined single limit per occurrence for bodily injury and property damage. **Miami-**

**Dade County must be shown as an additional insured with respect to this coverage.**

C. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than \$500,000 combined single limit per occurrence for bodily injury and property damage.

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

The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operations of the CONSULTANT.

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

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

or

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

**NOTE: CERTIFICATE HOLDER  
MUST READ:**

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

Compliance with the foregoing requirements shall not relieve the CONSULTANT of the liabilities and obligations under this Section or under any other portion of this Agreement, and the COUNTY shall have the right to inspect the original insurance policies in the event that submitted certificates of insurance are inadequate to ascertain compliance with required coverages.

### **SECTION XXI - TRUTH-IN-NEGOTIATION CERTIFICATION OF WAGE RATES**

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. The language below suffices as the Truth-In-Negotiation Certificate when included in a contract in which a fee will exceed the above-referenced amount:

In accordance with Florida Statute 287.055 5(a), the CONSULTANT hereby certifies and warrants that wage rates and other factual unit costs, as submitted in support of the compensation provided in Section V, are accurate, complete and current as of the date of this Agreement. It is further agreed that said compensation shall be adjusted to exclude any significant costs where the COUNTY shall determine that the price of services was increased due to inaccurate, incomplete or unclear wage rates or other factual unit costs. All such compensation adjustments shall be made within three (3) years from the date of final billing or acceptance of the work by the COUNTY, whichever is later.

#### **SECTION XXII – APPLICABLE LAWS**

The CONSULTANT agrees to abide and be governed by all Applicable Laws. Applicable Laws shall mean, whether singular or plural, all federal, state, county and local statutes, codes, laws, rules, regulations, ordinances, orders and standards applicable to the Agreement, any other such law hereafter enacted, and any rules adopted pursuant thereto, as all such laws and rules may be amended from time to time. Applicable local laws and ordinances include but are not limited to the following, all as they may be amended from time to time:

- A. Ordinance No. 72-82 (Conflict of Interest), as amended by Ordinances 00-01,00-46.
- B. The CONSULTANT shall comply with the requirements of MDC Code Sections 2-10.4.01 and 10-38, and Implementing Order No. 3-32; COMMUNITY BUSINESS ENTERPRISE (CBE-A/E) PROGRAM FOR THE PURCHASE OF ARCHITECTURAL, LANDSCAPE ARCHITECTURAL, ENGINEERING, OR SURVEYING AND MAPPING SERVICES.



- C. The CONSULTANT shall comply with the requirements of MDC Code Section 2-1076 – Office of the Miami-Dade County Inspector General (IG)
- D. The CONSULTANT shall comply with the procedures contained in the FALSE CLAIMS Ordinance MDC Code Article XV Sections 21-255 through 21-266; prohibiting presentation, maintenance, or prosecution of false or fraudulent claims against Miami-Dade County; requiring forfeiture of any claim containing false or fraudulent allegations or statements; imposing penalties for submission of false or fraudulent claims; providing both county and private enforcement.
- E. The CONSULTANT shall comply with the financial disclosure requirements of Ordinance No. 77-13, as amended, by having on file or filing within thirty (30) days of the execution of this Agreement one of the following with the Supervisor of the Miami-Dade County Elections Department, P.O. Box 521550, Miami, FL 33152-1550:
- (1) A source of income statement;
  - (2) A current certified financial statement;
  - (3) A copy of the CONSULTANT'S Current Federal Income Tax Return.
- E. E-VERIFY - The attention of the Consultant is hereby directed to the requirements of the State of Florida Office of the Governor Executive Order No. 11-02. The Consultant hereby agrees to utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of all persons assigned or authorized by the Consultant to perform work pursuant to the Contract with the County.
- F. Ordinance 07-65 (Sustainability Building Program) – IF APPLICABLE - The primary mechanism for determining compliance with the Sustainable Building Program shall be the U. S. Green Building Council's Leadership in Energy and Environmental Design (LEED) Rating System. All construction projects are required to meet the standards delineated in Ordinance

07-65. Compliance shall be determined by completing a formal certification process with the U.S. Green Building Council, or as otherwise directed by the County's Sustainability Manager.

1. New Construction (NC): All new construction projects shall be required to attain "Silver" or higher level rating under the LEED-NC Rating System.
2. Major Renovations and Remodels: All major renovations and remodels shall attain "Certified" or higher level rating under the LEED-NC Rating System.
3. Non-Major Renovations and Remodels: All non-major renovations and remodels shall attain "Certified" or higher level rating under the appropriate LEED Rating System such as LEED-NC, LEED-Existing Building (EB) or LEED-Commercial Interior (CI).

Renovations, remodels, and other building upgrades not meeting the above criteria are encouraged to incorporate the maximum number of LEED approved green building practices as are feasible from a practical and fiscal perspective; however, LEED certification will not be required.

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

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

42

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

G. PUBLIC RECORDS AND CONTRACTS FOR SERVICES PERFORMED ON BEHALF OF MIAMI-DADE COUNTY

The Contractor shall comply with the Public Records Laws of the State of Florida, including but not limited to, (1) keeping and maintaining all public records that ordinarily and necessarily would be required by Miami-Dade County (County) in order to perform the service; (2) providing the public with access to public records on the

same terms and conditions that the County would provide the records and at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law; (3) ensuring that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (4) meeting all requirements for retaining public records and transferring, at no cost, to the County all public records in possession of the Contractor upon termination of the contract and destroying any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements upon such transfer. In addition, all records stored electronically must be provided to the County in a format that is compatible with the information technology systems of the County. Failure to meet any of these provisions or to comply with Florida's Public Records Laws as applicable shall be a material breach of the agreement and shall be enforced in accordance with the terms of the agreement.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (305) 375-5773; ISD-VSS@MIAMIDADE.GOV; 111 NW 1 STREET, SUITE 1300, MIAMI, FLORIDA 33128.**

**SECTION XXIII – OFFICE OF MIAMI-DADE COUNTY INSPECTOR GENERAL**

According to Section 2-1076 of the Code of Miami-Dade County, Miami-Dade County has established the Office of the Inspector General (IG) which may, on a random basis, perform audits, inspections, and reviews of all County/Trust contracts. This random audit is separate and distinct from any other audit by the County. To pay for the functions of the Office of the Inspector General, any and

all payments to be made to the Contractor/Consultant under this contract will be assessed one quarter (1/4) of one (1) percent of the total amount of the payment, to be deducted from each progress payment as the same becomes due unless, as stated in the Special Conditions, this Contract is federally or state funded where federal or state law or regulations preclude such a charge. **The Contractor/Consultant shall in stating its agreed process be mindful of this assessment, which will not be separately identified, calculated or adjusted in the proposal or bid form.** The audit cost shall also be included in all change orders/amendments and all contract renewals and extensions.

The Miami-Dade Office of Inspector General is authorized to investigate County affairs and empowered to review past, present and proposed County and Public Health Trust programs, accounts, records, contracts and transactions. In addition, the Inspector General has the power to subpoena witnesses, administer oaths, require the production of witnesses and monitor existing projects and programs. Monitoring of an existing project or program may include a report concerning whether the project is on time, within budget and in conformance with plans, specifications and applicable law. The Inspector General shall have the power to audit, investigate, monitor, oversee, inspect and review operations, activities, performance and procurement process including but not limited to project design, bid specifications, (bid/proposal) submittals, activities of the (Contractor/ Vendor/ Consultant), its officers, agents and employees, lobbyists, County and Public Health Trust staff and elected officials in order to ensure compliance with contract specifications and to detect fraud and corruption.

Upon ten (10) days written notice to the (Contractor/ Vendor/ Consultant) shall make all requested records and documents available to the Inspector General for inspection and copying. The Inspector General shall have the right to inspect and copy all documents and records in the (Contractor/Vendor/Consultant's) possession, custody or control which in the Inspector General's sole judgment, pertain to performance of the contract, including, but not limited to original estimate files, change order estimate files, worksheets, proposals and agreements from and with successful subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial

documents, construction documents, (bid/proposal) and contract documents, back-change documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records and supporting documentation for the aforesaid documents and records.

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

1. If this contract is completely or partially terminated, the (Contractor/ Vendor/ Consultant) shall make available records relating to the work terminated until three (3) years after any resulting final termination settlement; and
2. The (Contractor/ Vendor/ Consultant) shall make available records relating to appeals or to litigation or the settlement of claims arising under or relating to this contract until such appeals, litigation, or claims are finally resolved.

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

Nothing in this section shall impair any independent right to the County to conduct audits or investigative activities. The provisions of this section are neither intended nor shall they be construed to impose any liability on the County by the (Contractor/Vendor/Consultant) or third parties.

Exception: The above application of one quarter (1/4) of one percent fee assessment shall not apply to the following contracts: (a) IPSIG contracts; (b) contracts for legal services; (c) contracts for financial advisory services; (d) auditing contracts; (e) facility rentals and lease agreements; (f)

concessions and other rental agreements; (g) insurance contracts; (h) revenue-generating contracts; (i) contracts where an IPSIG is assigned at the time the contract is approved by the Trust; (j) professional service agreements under \$1,000; (k) management agreements; (l) small purchase orders as defined in Miami-Dade County Administrative Order 3-2; (m) federal, state and local government-funded grants; and (n) interlocal agreements. Notwithstanding the foregoing, the Trust may authorize the inclusion of the fee assessment of one-quarter (1/4) of one percent in any exempted contract at the time of award.

Nothing contained above shall in any way limit the powers of the Inspector General to perform audits on all Trust contracts including, but not limited to, those contracts specifically exempted above.

INDEPENDENT PRIVATE SECTOR INSPECTOR GENERAL: The attention of the Contractor/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 Contractor/Consultant and County in connection with this contract/agreement. The scope of services performed by an IPSIG may include, but are not limited to, monitoring and investigating compliance with Contract Specifications; project costs; and investigating and preventing corruption and fraud.

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

Upon (10) ten days written notice to Contractor/Consultant from an IPSIG, the Contractor/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 Contractor's/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; change order estimate

files; worksheets; proposals and agreements from and with successful and unsuccessful subcontractors/subconsultants 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.

The provisions in this Section shall apply to the Contractor/Consultant, its officers, agents and employees. The Contractor/Consultant shall incorporate the provisions in this section in all subcontracts and all other agreements executed by the Contractor/Consultant in connection with the performance of this agreement. Nothing in this contract shall impair any independent right of the County to conduct audit or investigative activities. The provisions of this Section are neither intended nor shall they be construed to impose any liability on the County by the Contractor/Consultant or third parties.

#### **SECTION XXIV – AFFIRMATIVE ACTION**

The CONSULTANT'S Affirmative Action Plan submitted pursuant to Miami-Dade County Code Section 2-8.1.5, as approved by the Department of Small Business Development, 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.

#### **SECTION XXV – PROMPT PAYMENT TO SMALL BUSINESS SUBCONSULTANTS**

The CONSULTANT's attention is directed to Miami-Dade County Section 2-8.1.4, 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. Failure to 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.

### **SECTION XXVI - SANCTIONS FOR CONTRACTUAL VIOLATIONS**

Proposal and contract documents shall provide that, notwithstanding any other penalties for firms that have discriminated in violation of Article VII of Chapter 11A of the Code, the COUNTY may terminate the contract or require the termination or cancellation of the sub-consultant contract. In addition, a violation by a respondent or sub-consultant to the respondent, or failure to comply with the Administrative Order (A.O.) 3-39 may result in the imposition of one or more of the sanctions listed in the A.O.

### **SECTION XXVII – BUSINESS APPLICATION AND FORMS**

The CONSULTANT shall be a registered vendor with the COUNTY – Department of Procurement Management, for the duration of this Agreement. It is the responsibility of the CONSULTANT to update and file the Vendor Registration Package, including a Uniform Affidavit Packet (Affidavit form) with the Department of Procurement Management (DPM), Vendor Assistance Unit for any changes for the duration of this Agreement, including any option years.

The Proposer is responsible for obtaining the Vendor Registration Package, including all affidavits by downloading from the DPM website at [www.miamidade.gov](http://www.miamidade.gov) or from the Vendor Assistance Unit at 111 N.W. 1<sup>st</sup> Street, 13<sup>th</sup> Floor, Miami, FL 33128.

Section 2-11.1(d) of Miami-Dade County Code, requires any county employee or any member of the employee's immediate family who has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County from competing or

applying for any such contract as it pertains to this solicitation, must first request a conflict of interest opinion from the COUNTY's Ethic Commission prior to their or their immediate family member's entering into any contract or transacting any business through a firm, corporation, partnership or business entity in which the employee or any member of the employee's immediate family has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County and that any such contract, agreement or business engagement entered in violation of this subsection, as amended, shall render this Agreement voidable. For additional information, please contact the Ethics Commission hotline at (305) 579-2593.

### **SECTION XXVIII – ERRORS AND OMISSIONS**

The COUNTY shall maintain a record of all construction changes that shall be categorized according to the various types, causes, etc. that the COUNTY may determine are useful or necessary for its purposes. Among those categories are construction changes caused by design errors or omissions in the bid documents that were prepared by the CONSULTANT. For the purposes of this contract provision, errors and omissions shall be dealt with differently, as follows:

A. Errors

It is specifically agreed that any construction changes identified by the COUNTY as an error in the bid documents that were prepared by the CONSULTANT may constitute an additional cost to the COUNTY that would not have been incurred without the error. The CONSULTANT agrees to be responsible for direct damages to the COUNTY, to the extent such damages were caused by the CONSULTANT'S negligence.

B. Omissions

It is further specifically agreed for purposes of this agreement that any construction changes identified by the COUNTY as an omission in the bid documents

that were prepared by the CONSULTANT may constitute an additional cost to the COUNTY that would not have been incurred without the omission. The CONSULTANT agrees to be responsible for direct damages to the COUNTY, to the extent such damages were caused by the CONSULTANT'S negligence.

The CONSULTANT shall participate in all negotiations with the contractor related to this section. Such CONSULTANT participation shall be at no additional cost to the COUNTY. Failure by the CONSULTANT to participate in the negotiations with the contractor shall constitute a waiver of CONSULTANT'S rights to contest the appropriateness or amount of any settlements or change orders.

To obtain recovery for errors and/or omissions covered in paragraphs A and B above, the COUNTY shall deduct from funds due the CONSULTANT in this or any other contract the CONSULTANT may or will have with the COUNTY up to the amount of the CONSULTANT'S insurance deductible. Should the damages incurred by the COUNTY exceed the CONSULTANT'S insurance deductible, the COUNTY shall look to the CONSULTANT and the CONSULTANT'S insurer for the remaining amount of additional damages incurred by the COUNTY. In executing this agreement, the CONSULTANT specifically agree to the reasonableness of these damage calculations and to the COUNTY'S right to recover same as stated above provided, however, the Parties agree that in no event shall CONSULTANT be responsible for the cost of construction changes to the extent that such changes are determined to be a betterment to the COUNTY. The recovery of additional costs to the COUNTY under this Section shall not preclude or limit in any way the CONSULTANT'S indemnification obligations to the COUNTY pursuant to Section XX of this Agreement, or preclude or limit in any way recovery for other separate and/or additional damages that the COUNTY may otherwise incur."

**SECTION XXIX – ENTIRETY OF AGREEMENT**

This writing and its attachments embodies the entire agreement and understanding between the parties hereto, and there are no other agreements and understandings, oral or written with reference to the subject matter hereof that are not merged herein and superseded hereby.

No alteration, change, or modifications of the terms of this Agreement shall be valid unless made in writing, signed by both parties hereto, and approved by the Board of County Commissioners.

This Agreement, regardless of where executed, shall be governed by and constructed according to the laws of the State of Florida, and venue shall be in Miami-Dade County, Florida.

IN WITNESS WHEREOF the parties hereto have executed these presents this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

ATTEST:

HARVEY RUVIN, CLERK OF THE BOARD

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

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

By: \_\_\_\_\_  
COUNTY MAYOR

ATTEST ELLIS BRIDGES

PAUL BRIDGES & ASSOCIATES, LLC

By: J. Em B  
Corporate Secretary

By: Paul E. K  
President or Designee



Approved as to form  
and legal sufficiency: \_\_\_\_\_  
Assistant County Attorney

Paul Bridges & Associates, LLC  
Mobile, AL USA

52

**ATTACHMENT "A"**

**PAUL BRIDGES & ASSOCIATES, LLC'S**  
**SCHEDULE OF RATES**



**Paul Bridges & Associates, LLC**

P.O. Box 1387 - Mobile, AL 36633 USA

PBA Miami Team  
Labor Cost Summary - Base

Employee	Job Title	Organization	Direct Salary	Position Average	Capped (Raw Rate)
Ellis Bridges	Principal (not subject to multiplier)	PBA	\$130.00	\$130.00	\$130.00
Alejandro Sarandrea	Principal (not subject to multiplier)	Sarandrea	\$130.00		
Paul Bridges	Sr. Crane Project Engineer	PBA	\$124.88		
William Hess	Sr. Crane Project Engineer	PBA	\$88.46	\$109.45	\$85.00
Dorlan Valdes	Sr. Crane Project Engineer	Sarandrea	\$115.00		
Scott Webster	Crane Project Engineer	PBA	\$78.17	\$78.17	\$75.00
Jose Nino	Crane Site Manager	PBA	\$65.29	\$65.29	\$65.00
Shelton Matthews	Crane Project Manager	PBA	\$52.20	\$63.19	\$52.00
Revery Johnson	Crane Project Manager	PBA	\$74.18		
Alfonso Fernandez-Fraga	Sr. M/E/P Engineer	Initial	\$53.37		
Pete Trevln	Sr. M/E/P Engineer	Atkins	\$79.77	\$65.95	\$70.00
Pelayo Calante	Sr. M/E/P Engineer	Atkins	\$64.71		
Desiderio Maldonado	Sr. Staff Engineer	Atkins	\$50.24		
Brandon Smith	Sr. Staff Engineer	Atkins	\$54.20	\$63.41	\$70.00
Dave Conrad	Sr. Staff Engineer	Atkins	\$60.10		
Carlos Arboleda	Sr. Staff Engineer	Atkins	\$89.10		
Daniel Davidson	Staff Engineer	Initial	\$40.00		
Sarah Caponigro	Staff Engineer	Atkins	\$33.86	\$43.96	\$55.00
LaTosha Sigler	Staff Engineer	Atkins	\$50.52		
Luis Diaz	Staff Engineer	Atkins	\$51.45		
Luis Hernandez	Designer	Initial	\$37.25	\$45.28	\$45.00
Herman Sanchez	Designer	Atkins	\$53.31		
Anay Castro	CADD	Initial	\$22.00		
Monica Pausa	CADD	Atkins	\$36.29	\$33.67	\$35.00
Andre DeAbreu	CADD	Atkins	\$42.72		
Yolanda Garces	Administrative	Initial	\$27.90	\$30.58	\$25.00
Amy Linero	Administrative	Atkins	\$33.26		