


# Memorandum



**Date:** May 19, 2020

**To:** Honorable Chairwoman Audrey M. Edmonson and Members, Board of County Commissioners

**From:** Carlos A. Gimenez  
  
 Mayor

**Subject:** Resolution Approving an Award Recommendation for Professional Services Agreements for Project Schematic Design for Various Public Housing Sites to TSAO Design Group, Incorporated and CSA Central, Inc., project No. A19-PHCD-01

Agenda Item No. 8(K)(1)

**Recommendation**

It is recommended that the Board of County Commissioners (Board) approve the attached resolution awarding Project No. A19-PHCD-01 entitled “Project Schematic Design Services for Various Sites” to TSAO Design Group, Incorporated and CSA Central, Inc. (Consultants), pursuant to Section 287.055, Florida Statutes and Section 2-10.4 of the Code of Miami-Dade County. The total compensation amount is \$500,000.00 with a total contract term of two (2) years, and two (2) one-year options to renew for both contracts. This recommendation to award has been prepared by the Miami-Dade Public Housing and Community Development Department (PHCD).

**Delegation of Authority**

The County Mayor or County Mayor’s designee is delegated the authority to execute, implement and terminate these contracts which delegation is consistent with those authorities granted under the Code of Miami-Dade County.

**SCOPE**

<b>PROJECT NAME</b>	Project Schematic Design Services for Various Sites
<b>INTERNAL SERVICES</b>	
<b>DEPARTMENT (ISD)</b>	
<b>PROJECT NO.:</b>	A19-PHCD-01
<b>CONTRACT NO. (IF APPLICABLE):</b>	N/A

**PROJECT DESCRIPTION:** Two (2) non-exclusive Professional Services Agreements (PAS) will provide conceptual and schematic design, planning and related services for affordable residential multi-family housing development to be fully designed, built and developed by private entities, as may be required and further enumerated below. The residential multi-family development will include various building types provided by PHCD,

which may include two-story townhouses, three-story walk-ups, mid-rise and high-rise buildings inclusive of studios, one-bedroom, two-bedroom and three bedroom units, four and five bedroom units, community center or clubhouse, gym, laundry rooms, library, parking, site, common areas, etc. (Project).

Further, through the PSA the consultants will (i) provide design for a number of public housing, workforce housing, affordable housing, and/or market rate units. The sites shall be evaluated for design, planning, zoning requirements, height restriction, density, reports describing the design concept, number and types of units, infrastructure, amenities, zoning information, description of how the design and planning concept addresses the requirements based on the neighborhood, etc.; and (ii) provide architectural site plans inclusive of means of entrance/egress for the site, floor plans, building elevations, and color rendering(s); housing which also includes, multi-use facilities such as office, commercial, educational, library, retail, grocery stores, etc.

The Consultants will also design the Project in accordance with Resolution No. R-451-14, and will be required to consider sea level rise projections and potential impacts as best estimated at the time of the Project, using regionally consistent unified sea level rise projections, during all project phases including but not limited to planning, design, and construction, to ensure that the Project will function properly for 50 years or the design life of the Project, whichever is greater. The Consultants may be responsible to schedule and meet with all agencies having jurisdiction to discuss, confirm, and determine specific and detailed requirements of all spaces, building, and site requirements.

The Consultants will also (i) provide Probable Construction Cost Estimates considering the Davis Bacon wages; provide a Physical Needs Assessments (PNA's), and an Obsolescence Test (report); conduct zoning and other studies and reports; and other requirements as indicated by the developers; (ii) provide detailed recommendations should a geotechnical and environmental assessment, Opinion of Title, Unity of

Title, and/or T- Plat, and Administrative Site Plan Review (ASPR) be warranted; (iii) coordinate the design and planning concept with developers, if required; (iv) schedule and meet with all agencies having jurisdiction to discuss, confirm, and determine specific and detailed requirements of all spaces, buildings, and site requirements; (v) justify their designs, attend meetings with PHCD to discuss the progress of the design, the design concept, and schematic design, upon request by PHCD, and (vi) attend community/resident meetings and presentations, as requested by the County and the developer, prepare presentations, and describe the design concept, or other information.

**PARTICIPATION  
 RESTRICTIONS:**

N/A

**PROJECT LOCATION(S):**

Various sites

**PROJECT SITES:**

<u>SITE#</u>	<u>LOCATION</u>	<u>DIST</u>	<u>ESTIMATE</u>	<u>T-R-S</u>
TBD				

**COMMISSION DISTRICT(S):**

Various districts

**CONTRACT AWARD PATH  
 (BCC OR MAYOR'S  
 AUTHORITY):**

Board of County Commissioners

**USER DEPARTMENT:**

Public Housing and Community Development

**MANAGING DEPARTMENT:**

Public Housing and Community Development

**FISCAL IMPACT/FUNDING  
 SOURCE**

**FUNDING SOURCE(S):**

<u>SOURCE</u>	<u>PROJECT #</u>	<u>AMOUNT</u>	<u>COMMENT</u>
This project will be funded by the Capital Funds Program (CFP), federal funds.			

**PTP FUNDING:** No

**GOB FUNDING:** No

**CAPITAL BUDGET  
 PROJECTS:**

<b>Capital Budget Project #</b>	<b>Description</b>	<b>Amount</b>
Code: 800-143001-000000-718-000	Schematic Design	\$500,000
FY 2018-19 Adopted Budget Book – volume 3, page #112, Project #807910		
	Project Totals	\$500,000

**PROJECT TECHNICAL  
 CERTIFICATION  
 REQUIREMENTS:**

<b>TYPE</b>	<b>CODE</b>	<b>DESCRIPTION</b>
Prime	14.00	Architecture
Subs	11.00	General Structural Engineering
Subs	12.00	General Mechanical Engineering
Subs	1300	General Electrical Engineering
Subs	16.00	General Civil Engineering
Subs	19.14	Value Analysis and Life Cycle Costing - Architecture
Subs	20.00	Landscape Architecture
Subs	22.00	ADA Title II Consultant

**CONTRACT PERIOD:** Two (2) Years

**CONTINGENCY PERIOD:** N/A

**OPTION-TO-RENEW:** Two (2) one-year options to renew

**ART IN PUBLIC PLACES:** N/A

**BASE ESTIMATE:** \$454,545.00

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

<b>TYPE</b>	<b>PERCENT</b>	<b>AMOUNT</b>	<b>COMMENT</b>
PSA	10%	\$45,455	

**TOTAL DEDICATED  
 ALLOWANCE:** N/A



**PERMIT FEES:** N/A

**REIMBURSABLE EXPENSES:** N/A

**TOTAL AMOUNT:** \$500,000 (\$250,000 each PSA)

**INSPECTOR GENERAL FEE:  
 (ORDINANCE 97-215)** NO

**SEA LEVEL RISE  
 (ORDINANCE 14-79)** YES

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

**SBD REVIEW COMMITTEE:** MEETING DATE SIGNOFF DATE  
 04/17/2019 04/18/2019

**SBD REVIEW COMMITTEE ASSIGNED CONTRACT MEASURES:** TYPE GOAL COMMENT  
 No Measures

**APPLICABLE WAGES  
 (RESOLUTION R-54-05):** N/A

**MANDATORY CLEARINGHOUSE:  
 (RESOLUTION R-1395-05):** N/A

**CONTRACT MANAGER:** Ana C. Navarro

**SELECTION PROCESS:** The Request to Advertise (RTA) was filed with the Clerk of the Board on May 2, 2019. A total of five proposals were received on June 26, 2019. On September 24, 2019, the First-Tier meeting was conducted for the Competitive Selection Committee (CSC) to evaluate the experience and qualifications of the proposers. The CSC scored and ranked responsive proposers. The

evaluation process resulted in elimination of three proposals. By a majority vote, the CSC decided to forego Second Tier proceedings.

Firm	Total Qualitative Points	Adjusted Ordinal Score	Final Ranking
TSAO Design Group, Inc.	266	3	1
CSA Central, Inc.	236	6	

The Negotiation Committee was approved by the County Mayor’s Designee on May 13, 2019. See Attachment A “Negotiation Authorization, List of Respondents and Tabulation Sheets.”

The Negotiation Committee completed the evaluation negotiations on October 2, 2019.

**BACKGROUND:**

The County, through PHCD, has partnered with private and public entities (builders, and developers) to optimize resources through innovative programs to expand affordable housing opportunities in Miami-Dade County. PHCD works closely with residents, resident council boards, for-profit and non-profit organizations and other County departments to achieve the mission of providing quality affordable housing opportunities, neighborhood revitalization and stabilization activities, and economic independence opportunities to extremely-low to moderate-income residents of Miami-Dade County.

PHCD currently oversees approximately 9,000 public housing units in Miami-Dade County. Of those units, 2,400 have been developed, or are in the process of redevelopment. PHCD is evaluating its public housing developments to identify potential major improvements and redevelopment. The average age of the PHCD’s undeveloped public housing is over 40 years old. PHCD has estimated that it will take approximately \$1.9 billion to complete an agency-wide redevelopment program to include 6,426 public housing units.

PHCD’s current public housing sites are generally under-utilized with current zoning requirements. This provides the opportunity to provide more density on these sites. PHCD’s redevelopment approach is a mixed-income approach, which includes a variety of housing options; public housing, affordable housing, workforce housing, and home ownership in housing types to include two- story townhouses, three-story walk-ups, mid-rise and high-rise buildings. Additionally, sites may also include multi-use facilities such as office, commercial, educational, retail, grocery stores, etc. Public housing units are required to meet Uniform Federal Accessibility Standards (UFAS) with a minimum of five percent of the units for mobility-impaired individuals and two percent of the units for hearing and vision impaired individuals.

**Track Record/Monitor**

Michael Liu, PHCD Director, will monitor this contract.

Attached to this memorandum are documents pertaining to the selection and evaluation of the two proposers. The Professional Service Agreements for TSAO Design Group Incorporated and CSA Central, Inc are attached to the resolution as Exhibit A.



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Maurice L. Kemp  
Deputy Mayor



**MEMORANDUM**  
(Revised)

**TO:** Honorable Chairwoman Audrey M. Edmonson  
and Members, Board of County Commissioners

**DATE:** May 19, 2020

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

**SUBJECT:** Agenda Item No. 8(K)(1)

Please note any items checked.

- "3-Day Rule" for committees applicable if raised
- 6 weeks required between first reading and public hearing
- 4 weeks notification to municipal officials required prior to public hearing
- Decreases revenues or increases expenditures without balancing budget
- Budget required
- Statement of fiscal impact required
- Statement of social equity required
- Ordinance creating a new board requires detailed County Mayor's report for public hearing
- No committee review
- Applicable legislation requires more than a majority vote (i.e., 2/3's present \_\_\_\_, 2/3 membership \_\_\_\_, 3/5's \_\_\_\_, unanimous \_\_\_\_, CDMP 7 vote requirement per 2-116.1(3)(h) or (4)(c) \_\_\_\_, CDMP 2/3 vote requirement per 2-116.1(3)(h) or (4)(c) \_\_\_\_, or CDMP 9 vote requirement per 2-116.1(4)(c)(2) \_\_\_\_) 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(K)(1)  
5-19-20

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

RESOLUTION APPROVING THE PROFESSIONAL SERVICES AGREEMENTS BETWEEN MIAMI-DADE COUNTY AND TSAO DESIGN GROUP, INCORPORATED, AND CSA CENTRAL, INC., PROJECT NO. A19-PHCD-01, FOR PROJECT SCHEMATIC DESIGN FOR VARIOUS PUBLIC HOUSING SITES, NOT TO EXCEED \$500,000.00, INCLUSIVE OF A TEN PERCENT CONTINGENCY ALLOWANCE OF \$45,455.00; AUTHORIZING THE COUNTY MAYOR OR THE COUNTY MAYOR'S DESIGNEE TO EXECUTE THE AGREEMENTS AND TO EXERCISE ALL PROVISIONS CONTAINED THEREIN

**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 Professional Services Agreements between Miami-Dade County and TSAO Design Group, Incorporated and CSA Central, Inc., Project A19-PHCD-01, for Schematic Design Services for Various Public Housing sites, in an amount not to exceed \$500,000.00, inclusive of the contingency allowance of \$45,455.00, in substantially the form attached hereto as Exhibit A and made part thereof.

**Section 2.** Authorizes the County Mayor or County Mayor's designee to execute the Professional Services Agreements; and to exercise all provisions contained therein.

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

Audrey M. Edmonson, Chairwoman

Rebeca Sosa, Vice Chairwoman

Esteban L. Bovo, Jr.

Jose "Pepe" Diaz

Eileen Higgins

Joe A. Martinez

Dennis C. Moss

Xavier L. Suarez

Daniella Levine Cava

Sally A. Heyman

Barbara J. Jordan

Jean Monestime

Sen. Javier D. Souto

The Chairperson thereupon declared this resolution duly passed and adopted this 19<sup>th</sup> day of May, 2020. 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.



Terrence A. Smith  
Monica Rizo Perez

# Memorandum



CLERK OF THE BOARD

2019 OCT -8 PM 1:41

CLERK, CIRCUIT & COUNTY CLERK  
MIAMI-DADE COUNTY, FL.  
#1

*Namita Uppal*  
*Tara C. Smith*

**Date:** October 2, 2019

**To:** Tara C. Smith, Director  
Internal Services Department

**Through:** Namita Uppal, C.P.M., Chief Procurement Officer  
Internal Services Department

**From:** Jacqueline Carranza, A&E Consultant Selection Coordinator  
Chairperson, Competitive Selection Committee

**Subject:** NEGOTIATION AUTHORIZATION  
Miami-Dade County Public Housing and Community Development  
Planning Conceptual and Schematic Design and Related Services for Various Sites  
ISD Project No. A19-PHCD-01

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The Competitive Selection Committee has completed the evaluation of proposals submitted in response to the referenced Internal Services Department solicitation and consistent with the guidelines published in the Notice to Professional Consultants.

**ISD Project No.:** A19-PHCD-01

**Project Title:** Planning Conceptual and Schematic Design and Related Services for Various Sites

**Scope of Services Summary:** The Miami-Dade County Public Housing and Community Development Department (PHCD) is seeking two (2) consultants to provide planning, conceptual and schematic design and related services for various types of public housing residential buildings. Please refer to the attached Scope of Services for additional information.

**Experience and Qualifications:** Please refer to the attached Scope of Services for additional information.

**Term and Estimated Cost of Contract:** Two (2) consultants/team of firms will be retained under two (2) non-exclusive Professional Services Agreements (PSA), for a term of two (2) years with two (2) one (1) year options to extend. The estimated base amount for each contract is \$250,000.00, inclusive of a 10% contingency fee.

**Small Business Enterprise Goal/Measure:** On April 18, 2019, the Internal Services Department's Small Business Development Division determined that no measure is appropriate for this project due to the Federal Funding source.

**Advertisement Date:** June 13, 2019

**Number of Proposals Received:** Five (5) proposals were received by the submittal deadline of July 26, 2019.

**Name of Proposers:** Please refer to the attached List of Respondents.

**Internal Services Department Compliance Review:** The proposal submitted by Modis Architects, LLC did not meet prequalification/technical certification requirements pursuant to the

NTPC and was found non-compliant. Consequently, Modis Architects, LLC's proposal was not evaluated by the Competitive Selection Committee.

On August 2, 2019, the County Attorney's Office deemed the proposals submitted by Mateu Architecture, Inc. and Diaz, Carreno, Scotti & Partners, Inc. non-responsive. Consequently, both firms' proposals were not evaluated by the Competitive Selection Committee.

**Selection Process:** The Architectural and Engineering professional services solicitation process typically involves a two-tier selection process; First Tier is the Evaluation of Experience and Qualifications and Second Tier is the Oral Presentation. The First Tier includes the evaluation of the firms' current statements of experience, qualifications and performance data. The Second Tier is the evaluation of the shortlisted firms' knowledge of project scope, qualifications of team members assigned to the project, and ability to provide the required services within schedule and budget as provided through an oral presentation from firms deemed responsive and responsible at the First Tier.

Note: The Competitive Selection Committee may waive the Second Tier selection process by a majority vote and base their selection on the results of the First Tier ranking only.

**First Tier Results:** The First Tier meeting was held on September 24, 2019. The Competitive Selection Committee was tasked with evaluating the experience and qualifications of the Proposers, and scoring and ranking the proposals in accordance with the evaluation criteria outlined in the solicitation document. The Competitive Selection Committee scored and ranked the responsive Proposers. Please refer to the attached First Tier Tabulation Sheet.

**Second Tier Results:** Based on the Competitive Selection Committee's professional judgement, the information provided in the proposals was deemed sufficient to determine the experience and qualifications of the Proposers. As a result, and by a majority vote, the Competitive Selection Committee decided to forego Second Tier proceedings.

**Request for Appointment of Negotiation Committee:** Pursuant to Section 2-10.4(6) of the Code of Miami-Dade County, the Internal Services Department hereby requests the County Mayor or his designee approve the following Negotiation Committee:

- Jacqueline Carranza, A&E Consultant Selection Coordinator, Non-Voting Chairperson, Internal Services Department
- Coralee Taylor, Chief Real Estate Officer, Highway Division, Public Housing and Community Development Department
- Ana Meza, Construction Manager 1, Public Housing and Community Development Department
- Ivan Marroquin, Architect 3, Parks, Recreation and Open Spaces Department

**Request for Authorization to Enter Negotiations:** Pursuant to Section 2-10.4 (6) of the Code of Miami-Dade County, it is hereby requested that the County Mayor or County Mayor's designee approve the selection of the following firms for the purpose of negotiating a non-exclusive Professional Services Agreement for this solicitation, in accordance with the Competitive Selection Committee's recommendation:



**RANKING OF RESPONDENTS**

**TSAO Design Group, Inc.**  
Final Ranking - 1  
Total Adjusted Ordinal Score - 3  
Total Adjusted Qualitative Points – 266

**CSA Central, Inc.**  
Final Ranking - 2  
Total Adjusted Ordinal Score - 6  
Total Adjusted Qualitative Points – 236

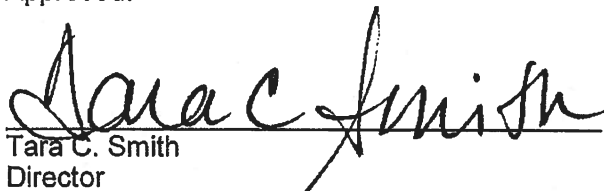
Pursuant to the Cone of Silence legislation included in the Conflict of Interest and Code of Ethics Ordinance, and Section 2-11.1 of the County Code, the County Mayor or his designee will report to the Board of County Commissioners any of the following instances:

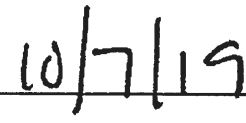
- When negotiations do not commence, or other affirmative action is not taken, within 30 days of the Competitive Selection Committee's recommendation.
- When the County Mayor or his designee's recommendation to award or reject is not made within 90 days from the date of the Competitive Selection Committee's recommendation.

If approved, the Negotiation Committee will proceed with the contract negotiations in accordance with Section 2-10.4(6) of the Code of Miami-Dade County, and submit the signed contracts to be presented to the Board of County Commissioners for final approval no later than 60 days from the date of this memorandum.

If satisfactory agreements cannot be reached within the 60 day period, a report is required to be prepared explaining all issues resulting from the negotiations. If negotiations are proceeding within a reasonable timeframe, then negotiations will continue and the report will be submitted upon completion. The final contracts and report should be sent to the Internal Services Department, Architectural and Engineering Unit.

Approved:

  
Tara C. Smith  
Director

  
Date

**Attachments:**

1. Scope of Services
2. List of Respondents
3. CAO Responsiveness Determination
4. First Tier Tabulation Sheet

c: Competitive Selection Committee  
Clerk of the Board of County Commissioners

## **SCOPE OF SERVICES AND EXPERIENCE AND QUALIFICATIONS**

### **SCOPE OF SERVICES AND TERMS**

PHCD needs to establish two (2) non-exclusive Professional Services Agreements (PSA) to provide conceptual and schematic design, planning and related services as may be required and further enumerated below for various building types provided by PHCD, which may include two-story townhouses, three-story walk-ups, mid-rise and high-rise buildings inclusive of studios, one-bedroom, two-bedroom and three bedroom units, four and five bedroom units, community center or clubhouse, gym, laundry rooms, library, parking, site, common areas, etc.

Provide design for a number of public housing, and/or Rental Assistance Demonstration (RAD) units, workforce housing, affordable housing, and/or market rate units. The sites shall be evaluated for design, planning, zoning requirements, height restriction, density, reports describing the design concept, number and types of units, infrastructure, amenities, zoning information, description of how the design and planning concept addresses the requirements based on the neighborhood, etc.

Provide architectural site plans inclusive of means of entrance / egress for the site, floor plans, building elevations, and color rendering(s); housing which also includes, multi-use facilities such as office, commercial, educational, library, retail, grocery stores, etc.

In accordance with Resolution R-451-14, the Selected Proposer shall be required to consider sea level rise projections and potential impacts as best estimated at the time of the Project, using regionally consistent unified sea level rise projections, during all project phases including but not limited to planning, design, and construction, to ensure that the Project will function properly for fifty (50) years or the design life of the project, whichever is greater. Consultant may be responsible to schedule and meet with all agencies having jurisdiction to discuss, confirm, and determine specific and detailed requirements of all spaces, building, and site requirements. All Agencies' Contact information (name, phone numbers, and e-mail) shall be provided on the drawings.

Provide Probable Construction Cost Estimates considering the Davis Bacon wages; provide a Physical Needs Assessments (PNA's), and an Obsolescence Test (report); conduct zoning and other studies and reports; and other requirements as indicated by Owner.

Provide detailed recommendations should a geotechnical and environmental assessment, Opinion of Title, Unity of Title, and/or T-Plat, and Administrative Site Plan Review (ASPR) be warranted.

Coordination with the design and planning concept with developers, if required.

Schedule and meet with all agencies having jurisdiction to discuss, confirm, and determine specific and detailed requirements of all spaces, buildings, and site

## **SCOPE OF SERVICES AND EXPERIENCE AND QUALIFICATIONS**

requirements. All Agencies' Contact information (name, phone numbers, and e-mail) shall be provided on the drawings.

Consultant shall be able to justify its design, attend meetings with PHCD to discuss the progress of the design, the design concept, and schematic design, upon request by PHCD.

Attend community/resident meetings and presentations, as requested by Owner, prepare the presentations, and describe the design concept, or other information.

The County intends to retain two (2) qualified consultant(s)/team of firms for two (2) separate Non-Exclusive Professional Services Agreements (PSA) with an effective term of two (2) years with two (2) one (1) year options to extend. Each PSA has a total maximum compensation of two hundred and fifty thousand dollars (\$250,000.00), inclusive of a ten percent (10%) contingency in accordance with Ordinance 00-65.

The following rotational methodology will be used by PHCD when assigning work to the awarded A/E firms for this project. These factors will be evaluated by the staff and presented to the Division Director for their approval.

- Work load
- Capabilities of the team
- Schedule
- Familiarity with the location and infrastructure

No minimum amount of work or compensation will be assured to the retained consultants. The County reserves the right to re-use the work products of the retained consultant and to retain other consultants to provide the same or similar services at its sole discretion.

### **EXPERIENCE AND QUALIFICATIONS**

It is highly preferred that the Prime Consultant have experience in design of two-story townhouses, three-story walk-ups, mid-rise and high-rise buildings inclusive of studios, one-bedroom, two-bedroom and three bedroom units, four and five bedroom units, community center or clubhouse, gym, laundry rooms, library, parking, site, common areas, etc.

It is, also, highly preferred that the Prime Consultant have at least five (5) years of project experience in having worked with Public Housing Authorities/Agencies (PHA's) and Site Master Planning, familiarity / involvement with the Uniform Federal Accessibility (UFAS), and knowledge of the Davis-Bacon prevailing wages required for the Construction Cost Estimate. Experience with affordable housing projects that use HUD Mixed-finance, Low Income Housing Tax Credits and/or RAD financing is preferred.

The preferred expertise must be met by the prime consultant firm and must be demonstrated by direct or substantial involvement of the individual(s) in a supervisory capacity at the Project Manager level or above. The determination of the firm's

## **SCOPE OF SERVICES AND EXPERIENCE AND QUALIFICATIONS**

qualifications and compliance with the preferred experience and qualifications shall be at the sole discretion of the County. The Competitive Selection Committee (CSC) may negatively evaluate proposals from firms they determine have failed to meet the above experience and qualification(s). Information regarding the preferred experience and qualification(s) for the prime and A&E sub-consultants, as applicable, must be included in ISD Form No. 11.



**MIAMI DADE COUNTY  
INTERNAL SERVICES DEPARTMENT**

**LIST OF RESPONDENTS**

**Project Name:** Planning Conceptual and Schematic Design and Related Services for Various Sites

**Project No.:** A19-PHCD-01

**Measures:** No Measures

**No. of Agreements:** 2

**Contract Type:** MULTIPLE PROJECT

**Submittal Date:** 07/26/2019

**Team No.:** 1

**Prime Name:** MODIS ARCHITECTS, LLC.

**FEIN No.:** 800281097

**Trade Name:**

Sub-Consultants Name	Trade Name	Subs FEIN No.
a. BCC ENGINEERING LLC		650540100
b. SHAMROCK ENGINEERING, CORP.		263277462
c. LANDSCAPE DE LLC		455029273

**Team No.:** 2

**Prime Name:** TSAO DESIGN GROUP INC

**FEIN No.:** 943364738

**Trade Name:**

Sub-Consultants Name	Trade Name	Subs FEIN No.
a. TLC ENGINEERING SOLUTIONS INC		591228645
b. 305 CONSULTING ENGINEERS LLC		462245961
c. SAVINO & MILLER DESIGN STUDIO PA		650412661

**Team No.:** 3

**Prime Name:** MATEU ARCHITECTURE INCORPORATED

**FEIN No.:** 043690918

**Trade Name:**

Sub-Consultants Name	Trade Name	Subs FEIN No.
a. BCC ENGINEERING LLC		650540100
b. TLC ENGINEERING SOLUTIONS INC		591228645
c. DIAZ CARRENO SCOTTI & PARTNERS INC		472252158
d. GSLA DESIGN INC.		650410637

**Team No.:** 4

**Prime Name:** DIAZ CARRENO SCOTTI & PARTNERS INC

**FEIN No.:** 472252158

**Trade Name:**

Sub-Consultants Name	Trade Name	Subs FEIN No.
a. PMM CONSULTING ENGINEERS CORP		592826347
b. BASULTO & ASSOCIATES INC		650437722
c. AVINO & ASSOCIATES INC		650053775
d. LAURA LLERENA & ASSOCIATES INC		591983295



**MIAMI DADE COUNTY  
INTERNAL SERVICES DEPARTMENT**

**LIST OF RESPONDENTS**

**Project Name:** Planning Conceptual and Schematic Design and Related Services for Various Sites  
**Project No.:** A19-PHCD-01  
**Measures:** No Measures  
**No. of Agreements:** 2  
**Contract Type:** MULTIPLE PROJECT  
**Submittal Date:** 07/26/2019

**Team No.:** 5

**Prime Name:** CSA CENTRAL INC

**FEIN No.:** 311446286

**Trade Name:**

<b>Sub-Consultants Name</b>	<b>Trade Name</b>	<b>Subs FEIN No.</b>
a. BISCAYNE ENGINEERING CO INC		590165220
b. HP CONSULTANTS INC		270014034
c. LANGAN ENGINEERING & ENVIRONMENTAL SERVICES, INC.		223167382
d. LAURA LLERENA & ASSOCIATES INC		591983295
e. TJJA ARCHITECTS PA		651078531

**Carranza, Jacqueline (ISD)**

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**Subject:** Responsiveness Determination for A19-PHCD-01 - MDC Public Housing & Comm Dev. Planning, Conceptual & Schematic Design Various Sites - Assigned to Oren Rosenthal

**From:** Rosenthal, Oren (CAO)

**Sent:** Friday, August 02, 2019 1:34 PM

**To:** Carranza, Jacqueline (ISD) <Jacqueline.Carranza@miamidade.gov>; Ruiz, Elizabeth (CAO) <Elizabeth.Ruiz@miamidade.gov>

**Cc:** Hadeed, Donna (CAO) <Donna.Hadeed@miamidade.gov>; Valin, Pablo (ISD) <Pablo.Valin@miamidade.gov>; Benitez, Hugo (CAO) <Hugo.Benitez@miamidade.gov>; Vital, Jorge (ISD) <Jorge.Vital@miamidade.gov>

**Subject:** RE: Responsiveness Determination for A19-PHCD-01 - MDC Public Housing & Comm Dev. Planning, Conceptual & Schematic Design Various Sites - Assigned to Oren Rosenthal

Based upon the information provided, the proposals submitted by Diaz, Carreno, Scotti & Partners, Inc. and Mateu Architecture, Inc. are non-responsive as a result of the firms violation of Section 1.6 of the NTPC. As this solicitation is for under one million dollars, no formal opinion is required.

Please call if you have any questions.

Oren Rosenthal







FIRST TIER MEETING		COMPETITIVE SELECTION COMMITTEE					SUB-TOTAL	TOTAL & ADJ. QUALITATIVE SCORE	TOTAL ADJ. ORDINAL SCORES	ORDINAL RANKING	FINAL RANK
September 24, 2019		Ana Meza (PHCD)	Coralee Taylor (PHCD)	Allissa Turtleaub (PROS)	Lokhman Kamaruddin (MDAD)	Ivan Marroquin (PROS)					
<p align="center"><b>TABULATION SHEET</b> <b>ISD PROJECT NO. A19-PHCD-01</b></p>											
<p align="center">Miami-Dade County Public Housing &amp; Community Development (PHCD) Planning, Conceptual and Schematic Design and Related Services for Various Sites</p>											
3	MATEU ARCHITECTURE INC. - Eliminated	1A - Qualification of firms including team members associated to the project (Max. 50 points)	2A - Knowledge and Past Experience of similar type projects (Max. 20 points)	3A - Past Performance of the Firms (Max. 20 points)	4A - Amount of Work Awarded and Paid by the County (Max. 5 points)	5A - Ability of team members to interface with the County (Max. 5 points)					
4	DIAZ GARRENO SCOTT & PARTNERS INC. - Eliminated	1A - Qualification of firms including team members associated to the project (Max. 50 points)	2A - Knowledge and Past Experience of similar type projects (Max. 20 points)	3A - Past Performance of the Firms (Max. 20 points)	4A - Amount of Work Awarded and Paid by the County (Max. 5 points)	5A - Ability of team members to interface with the County (Max. 5 points)					

FIRST TIER MEETING		COMPETITIVE SELECTION COMMITTEE					SUB-TOTAL	TOTAL & ADJ. QUALITATIVE SCORE	TOTAL ADJ. ORDINAL SCORES	ORDINAL RANKING	FINAL RANK
September 24, 2019		Ana Meza (PHCD)	Coralee Taylor (PHCD)	Alissa Turteltaub (PROS)	Lokhman Kamaruddin (MDAD)	Ivan Marroquin (PROS)					
<b>MIAMI-DADE COUNTY PUBLIC HOUSING &amp; COMMUNITY DEVELOPMENT (PHCD)</b> <b>PLANNING, CONCEPTUAL AND SCHEMATIC DESIGN AND RELATED SERVICES FOR VARIOUS SITES</b> <b>TABULATION SHEET</b> <b>ISD PROJECT NO. A19-PHCD-01</b>											
5	CSA CENTRAL INC.	40	45	48	38	30	207				
	1A - Qualification of firms including team members associated to the project (Max. 50 points)	10	13	18	18	15	74				
	2A - Knowledge and Past Experience of similar type projects (Max. 20 points)	15	12	19	18	17	81				
	3A - Past Performance of the Firms (Max. 20 points)	5	5	4	3	5	22				
	4A - Amount of Work Awarded and Paid by the County (Max. 5 points)	5	5	5	4	5	24				
	5A - Ability of team members to interface with the County (Max 5 points)	75	80	94	81	72	402				
	Ordinal Scores	2	2	1	2	2					
	Dropped Ordinal Scores			1	2						
	Dropped Qualitative Scores			54		72					
	Tie-Breaker(CSC Ords)-Criterion 1A,2A,3A,4A,5A, then Total Qual. Points for 1A,2A,3A,4A,5A.										
	Tie-Breaker (Total Ord. Score)-Total Adjusted Qual. Points, then Total Qual. Points for 1A,2A,3A,4A,5A						236	6	2	2	

Jacqueline Carranza, Chairperson  
FINAL

**NON-EXCLUSIVE PROFESSIONAL SERVICE AGREEMENT (PSA)  
FOR  
ARCHITECTURAL / ENGINEERING CONSULTANT DESIGN SERVICES  
FOR PLANNING CONCEPTUAL AND SCHEMATIC DESIGN AND RELATED  
SERVICES FOR VARIOUS SITES  
(PROJECT NO. A19-PHCD-01)  
FOR THE DEPARTMENT OF PUBLIC HOUSING AND COMMUNITY  
DEVELOPMENT**

---

**NON-EXCLUSIVE  
PROFESSIONAL SERVICES AGREEMENT**

**THIS AGREEMENT**

Made as of the \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_

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

**and the Consultant: Firm Name: TSAO Design Group Incorporated**

**Address: 7636 NE 4th Court, #47, Suite 101  
Miami, FL 3318**

**Phone Number: (305) 576-2006 x15**

**Fax Number: (305) 576.2005**

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

The scope of services includes, but is not limited to, the provision of conceptual and schematic design services, planning services, architectural site plans and renderings, architectural services, civil engineering, structural engineering, mechanical engineering, electrical engineering and landscape design services, construction engineering and inspection services, and any other specialty consultant services as may be required by any applicable work authorization issued under this Agreement for:

- Various building types provided by PHCD, which may include two-story townhouses, three-story walk-ups, mid-rise and high-rise buildings, inclusive of studios, one-bedroom, two-

bedroom and three-bedroom units, four and five story bedroom units, community center or clubhouse, gym, laundry rooms, library, parking, and common areas;

- A number of public housing, or Rental Assistance Demonstration units, workforce housing, affordable housing, and/or market-rate units; and
- Means of entrance/egress for the site, floor plans, building elevations, and color renderings. Consultant's scope of services may also include:
  - The consideration of sea level rise and associated projections and potential impacts in undertaking its design and engineering work;
  - Scheduling and meeting with all agencies having jurisdiction regarding requirements for all spaces, buildings and sites;
  - The provision of probable construction cost estimates, physical needs assessments, and other studies and reports;
  - The provision of detailed recommendations resulting from geotechnical reports, title reports, plats, and administrative site plan reviews as well as coordination with the design and planning concepts with the developers of the PHCD sites; and
  - Attend meetings with PHCD and/or community/resident meetings and presentations to justify, discuss and presents its designs.

WITNESSETH:

WHEREAS, the Consultant shall provide architectural, engineering and architectural landscape services on an as needed basis for County projects, and based upon any work authorizations issued hereunder that shall conform to the Scope of Services within the categories of technical certification as determined by the County.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

**PROFESSIONAL SERVICES AGREEMENT**

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## WITNESSETH

### ARTICLE 1 – DEFINITIONS

- 1.1 **ADDITIONAL SERVICES:** Those services, in addition to the Basic Services in this Agreement, which the Consultant shall perform at County's option and when authorized by Service Order(s) in accordance with the terms of this Agreement.
- 1.2 **AFFIRMATIVE ACTION:** Action to be taken by the Consultant pursuant to a written, results-oriented program, meeting the requirements of 41 CFR Part 60, in which the Consultant details the steps to be taken to ensure equal employment opportunity, including, where appropriate, remedying discrimination against an affected class, or other actions, as necessary.
- 1.3 **AGENT:** Any entity engaged by the Consultant to perform any portion of the Work, including but not limited to the Consultant's employees, officers, contractors, inspectors and Sub consultants performing any services for Miami-Dade County on behalf of the Consultant.
- 1.4 **AGREEMENT:** This written Agreement between the County and the Consultant, including the Appendices and Exhibits attached hereto and all Amendments and Service Orders issued by the County hereunder.
- 1.5 **AMENDMENT:** A written modification to this Agreement executed by the Consultant and the County covering changes, additions, or reductions in the terms of this Agreement.
- 1.6 **CONSULTANT (A/E):** The named entity on page 1 of this Agreement and shall include its officials, successors, legal representatives, and assigns, synonymous with Consultant.
- 1.7 **ART IN PUBLIC PLACES:** A division of the Miami-Dade County Department of Cultural Affairs that is responsible for initiating and overseeing the incorporation of art into new County facilities.
- 1.8 **BASIC SERVICES:** Those services which the Consultant shall perform in accordance with the terms of the Agreement as directed and authorized by a Service Order(s). In addition, any Services not specifically addressed as Additional Services are considered Basic Services.
- 1.9 **BASIC SERVICES FEE:** The basis for compensation of the Consultant for the Basic Services performed under this Agreement.
- 1.10 **BOARD OF COUNTY COMMISSIONERS:** The duly elected officials authorized to act on behalf of the County.
- 1.11 **CHANGE ORDER:** A written agreement executed by the County and the Contractor, covering modifications to the Contractor's Contract.
- 1.12 **CONSTRUCTABILITY:** The optimum use of construction knowledge and experience in planning, design, procurement, and field operations to achieve overall Project objectives.
- 1.13 **CONSTRUCTION COST:** Actual cost of the Work established in the Contract Documents and as they may be amended from time to time.

- 1.14 CONSULTANT: The Consultant who has entered into a contract with the County to provide basic, additional and worksite services under this Agreement, and who shall act as the County's representative for the duration of the project, inclusive of the Warranty Phase.
- 1.15 CONTINGENCY ALLOWANCE ACCOUNT(S): shall mean an account that establishes a specific amount of time and / or money to be used to perform unknown or unanticipated work, as directed by the Project Director, which is necessary to satisfactorily complete the project. Any time or money within the Contingency Allowance account not directly authorized for use by the Project Director remains with the County.
- 1.16 CONTRACT DOCUMENTS: The legal agreement between the County and the Contractor for performance of Work. The Contract Documents may include, but are not necessarily limited to, a lease agreement, a development agreement, a loan or grant agreement, and/or a construction contract.
- 1.17 CONTRACTOR: The firm, company, corporation or joint venture contracting with the County for performance of Work covered in the Contract Documents.
- 1.18 CONSTRUCTION ADMINISTRATION SERVICES: Those portions of the Basic Services that the Consultant shall perform in accordance with the terms of this Agreement when directed and authorized by a Service Order.
- 1.19 COUNTY: Miami-Dade County or the Owner as described below. The term County as used in this Agreement shall exclude the: Department of Planning and Zoning; Building Department; Department of Environmental Resources Management; Public Works; Fire Department; and Water and Sewer Department and their successors departments, when acting in their capacities as regulatory or permitting agencies.
- 1.20 DEDICATED ALLOWANCE ACCOUNT(S): An account contained within the Proposal items which establishes a specific amount to be used to perform specific work as identified within the Dedicated Allowance, such as reimbursement for permits, traffic control police, etc. Any money not directed to be used by the Consultant, within a Dedicated Allowance account remains with the County.
- 1.21 DEFECT(S): Refers to any part of the Work that does not follow the Contract Documents, does not meet the requirements of a reference standard, test or inspection specified in the Contract Documents, does not properly function, is broken, damaged or of inferior quality, or is incomplete. The adjective "defective" when it modifies the words "work" shall have the same connotation as Defect.
- 1.22 DEPARTMENT: Miami-Dade Public Housing and Community Development Department, a department of Miami- Dade County represented by and acting through the Director or his/her Designee(s).
- 1.23 DESIGN DELIVERABLES: Deliverables to be presented and Services to be performed by the Consultant at various phases of design. The design deliverables, Design Schedule and Cost Management are to comply with the requirements of the Department.
- 1.24 DESIGN DEVELOPMENT: That portion of the Basic Services which the Consultant shall perform in accordance with the terms of this Agreement when directed and authorized by Service Order.



- 1.25 **DIRECT SALARIES:** Monies paid at regular intervals to personnel other than principals of the Consultant directly engaged by the Consultant on the Project, as reported to the Director of United States Internal Revenue Service and billed to the County hereunder on a Multiple of Direct Salaries basis pursuant to a Service Order for Additional Services under this Agreement. Personnel directly engaged on the Project by the Consultant may include architects, engineers, designers, inspectors, agents and specifications writers engaged or assisting in research, design, production of drawings, specifications and related documents, Work Related Services and other services pertinent to the Project Elements.
- 1.26 **DIRECTOR:** The Director of the Miami-Dade County Public Housing and Community Development Department or authorized representative(s) designated in writing with respect to a specific matter(s) concerning the Services.
- 1.27 **EQUAL EMPLOYMENT OPPORTUNITY:** Opportunity provided by the Consultant pursuant to Executive Order 11246, as amended, and required to be part of all contracts covered by said Executive Order.
- 1.28 **FIELD REPRESENTATIVE:** An authorized representative of the County providing administrative and construction inspection services during the preconstruction, construction, and closeout phases of the Contract.
- 1.29 **FIXED LUMP SUM:** A basis for compensation of the Consultant for Services performed.
- 1.30 **HUD:** United States Department of Housing and Urban Development.
- 1.31 **LEED:** Leadership in Energy and Environmental Design. County may request that certain facilities comply with the County's Sustainable Building Program established in Ordinance No. 07-65 or be designed and built to meet LEED certification.
- 1.32 **LIFE CYCLE COSTING:** The process whereby all expenses associated with the operations, maintenance, repair, replacement and alteration costs of a facility or piece of equipment are identified and analyzed.
- 1.33 **MULTIPLE OF DIRECT SALARIES:** A basis for compensation of the Consultant for Services performed.
- 1.34 **NOTICE TO PROCEED:** Written communication issued by the County to the Contractor directing the Work to proceed and establishing the date of commencement of the Work.
- 1.35 **OWNER:** Miami-Dade County acting through the Department of Public Housing and Community Development (PHCD).
- 1.36 **PERIOD OF CONTRACT ADMINISTRATION:** Services beginning on the date established in the Notice to Proceed for commencement of the Work through the time allowed for completion of the Work contained in the Contract Documents.
- 1.37 **PHASE:** The portion of the Basic Services that may be accomplished by the Consultant for each of the Project's elements or a portion or combination thereof as described in the article "Basic Services" herein:

Phase 1A	-	Programming and/or Studies
Phase 1B	-	Schematic Design
Phase 2	-	Design Development
Phase 3A	-	30% Contract Documents
Phase 3B	-	75% Contract Documents
Phase 3C	-	100% Contract Documents
Phase 3D	-	Bid Documents
Phase 4	-	Bidding & Award of Contract
Phase 5	-	Construction Administration Services

- 1.38 **PLANS:** The drawings prepared by the Consultant which show the locations, characters, dimensions and details of the Work to be done and which are part of the Contract Documents.
- 1.39 **PROBABLE CONSTRUCTION COST:** The latest approved written estimate of Construction Cost prepared in the 16 Division format developed by the Construction Specification Institute (CSI) or unit price bid items, including construction allowance contingencies, submitted to the County, in a format provided by the County, in fulfillment of the requirement(s) of this Agreement.
- 1.40 **PROGRAM:** The initial description of a Project that may comprise of line drawings, narrative, cost estimates, Project Budget, etc.
- 1.41 **PROJECT:** Project Elements and components of the Project Elements and Services set forth in this Agreement.
- 1.42 **PROJECT BUDGET:** Estimated cost for the Project, prepared by the County as part of the Program, including the estimated Construction Cost and Soft Costs. The Project Budget may, from time to time, be revised or adjusted by the County, in its sole discretion, to accommodate approved modifications or changes to the Project or the scope of work.
- 1.43 **PROJECT ELEMENT:** A part of the Project for which Services are to be provided by the Consultant pursuant to this Agreement or by other consultants employed by the County.
- 1.44 **PROJECT MANAGER (PM):** An individual designated by the Director to represent the County during the design and construction of the Project.
- 1.45 **PERIOD OF CONTRACT ADMINISTRATION:** The period from the original completion date of the Contract as awarded to the date of official acceptance by the County of the Report of Contract Completion furnished by the Consultant.

- 1.46 PUNCH LIST: A running list of Defects in the Work as determined by the Consultant performing Work Related Services, with input from the Field Representative and the Project Manager. The initial edition of the Punch List is modified in succeeding editions to reflect corrected and completed work as well as newly observed Defects, until the time of Final Acceptance.
- 1.47 RECORD DRAWINGS (AS-BUILT DRAWINGS): Reproducible drawings showing the final completed Work as built, including any changes to the Work performed by the Contractor pursuant to the Contract Documents which the Consultant considers significant based on marked-up as-built prints, drawings and other data furnished by the Contractor.
- 1.48 REIMBURSABLE EXPENSES: Those expenses delineated in the article "Reimbursable Expenses" of this Agreement which are separately approved by the County that are incurred by the Consultant in the fulfillment of this Agreement and which are to be compensated to the Consultant in addition to the Basic Services Fee.
- 1.49 REVIEW SET: A partial or complete set of Contract Documents, provided by the Consultant in accordance with the Deliverables Requirements Manual and/or Service Order, at the specified percentage of completion of a Phase of the Basic Services as provided for in this Agreement, on which the County may provide written review comments and acceptance of Services. Any review will be general in nature and shall not constitute a detailed checking of the Consultant's work nor relieve the Consultant of the responsibility for the completeness and accuracy of its Services.
- 1.50 SCHEMATIC DESIGN: That portion of the Services comprising Phase 1B of the Basic Services which the Consultant shall perform in accordance with the terms of this Agreement.
- 1.51 SERVICE ORDER: A written work authorization/assignment (consecutively numbered for reference and control purposes) initiated by the Project Manager in accordance with this Agreement, and countersigned by the Director and by the Consultant, directing the Consultant to perform or modify the performance of any portion of the Services and containing the scope, time of completion, total compensation for the services authorized, or to stop the performance of such Services. Failure by the A&E to perform in accordance with the Service Order, may result in penalties.
- 1.52 SERVICES: All services, work and actions by the Consultant performed pursuant to or undertaken under this Agreement.
- 1.53 SOFT COSTS: Costs related to a Project other than Construction Cost including Consultant Basic Services, Additional Services, Work Site Services, survey, testing, general consultant, finance, permitting fees, etc.
- 1.54 SUB-CONSULTANT: An independent firm, company, joint venture, corporation, agent or individual compensated by the Consultant to perform a portion of the Services required hereunder. All sub-consultants contracted by the Consultant must be an approved participant as set forth in the Proposal submittal attached hereto as Exhibit \_\_\_\_\_, and each sub consultant shall maintain all required technical certifications throughout the term of this Agreement. Should Consultant desire to use a subconsultant not previously approved or set forth in Consultant's Proposal, the new proposed subconsultant shall have the, equal, or

better certifications as those previously approved or set forth in Consultant's Proposal and shall be subject to the County's prior approval.

- 1.55 **SUBSTANTIAL COMPLETION:** The stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so the County can occupy or utilize the Project for its intended use and shall occur when the Consultant issues a certificate of Substantial Completion. At this stage, all Punch List work should be able to be completed by the Contractor in less than sixty (60) calendar days. The Certificate of Substantial Completion shall not be issued prior to the Contractor obtaining a Final Certificate of Occupancy or a Temporary Certificate of Occupancy and a Final Certificate of Use or a Temporary Certificate of Use from the authority having jurisdiction.
- 1.56 **NOT USED.**
- 1.57 **USER:** The department, division, bureau or other subdivision of the County, for which the project is required (Public House and Community Development Department).
- 1.58 **USER REVIEW:** A review of all design projects by a group which represents the operational aspects of the County, to ensure that program and operational needs are being met.
- 1.59 **VALUE ANALYSIS (VA):** The systematic application of recognized techniques for optimizing both cost and performance in a new or existing facility or to eliminating items that add cost without contributing to required functions.
- 1.60 **WORK:** All labor, materials, tools, equipment, services, methods, procedures, etc., necessary or convenient to performance by the Contractor of all duties and obligations imposed by the Contract Documents, and representing the basis upon which the total consideration is paid or payable to the Contractor for the performance of such duties and obligations.
- 1.61 **WORK ORDER:** A written order, authorized by the County, directing the Contractor to perform work under a specific allowance account or which directs the Contractor to perform a change in the work that does not have a monetary impact.
- 1.62 **WORK SEQUENCING SCHEDULE AND STAGING PLAN:** Plans prepared by the Consultant showing the stage-by-stage sequence of construction, the impact on adjacent or related facilities and the County's operations, as well as other features, as necessary, related to the overall schedule of construction. The Consultant will be responsible for the preparation and inclusion of plans for the Contractor's/Field Representative's construction trailer. The plans will show as a minimum the location of the trailer(s), parking, access, and temporary utility connections for the trailer required during the performance of the Work.
- 1.63 **WORK-SITE SERVICES:** Those optional portions of the Services, beyond the requirements of Work Related Services, involving the providing of on-site resident services, that the Field Representative(s) shall perform in accordance with the terms of this Agreement if directed and authorized by Service Order(s).

## **ARTICLE 2 - INFORMATION TO BE FURNISHED BY THE COUNTY**

2.1 **OBLIGATION OF THE COUNTY:** The County, at its expense, shall furnish the Consultant with the following information, or may authorize the Consultant to provide the information as a Reimbursable/Additional Service.

- A) Surveys as applicable, existing construction document (drawings), soil borings or test pits, chemical, mechanical, structural, or other tests deemed necessary; requested or recommended by the Consultant, when available.
- B) Information regarding the project budget, County's procedures, guidelines, forms, formats and assistance as applicable.

2.2 **CONTRACT MANAGEMENT:**

- A) The Public Housing and Community Development (PHCD) Director or his/her designee shall act on behalf of the County in all matters pertaining to this Agreement, inclusive of all matters related to the specific work authorization, and shall approve all work authorizations to the Consultant and all invoices for payment to the Consultant.
- B) The Consultant shall have general responsibility for management of the Work authorization assignment through all Phases of the Work included in this Agreement. The Consultant shall meet with the User to establish and/or review programmatic requirements and scope of project.

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

## **ARTICLE 3 - GENERAL PROVISIONS**

3.1 **INDEMNIFICATION AND HOLD HARMLESS:**

- A) In consideration of the entry of this Agreement, and to the extent permitted by Chapter 725, Florida Statutes, the Consultant agrees to indemnify, protect, defend, and hold harmless the County, their elected officials, officers, and employees from liabilities, damages, losses, and costs including, but not limited to reasonable attorney's fees at both trial and appellate levels to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the Consultant and other persons or firms employed or utilized by the Consultant in the performance of the Work.
- B) The indemnification obligation under this cause shall not be limited in any way by any limitation on the amount of damages, compensation, or benefits payable by or for the Consultant and/or any subcontractor or Sub Consultant, including but not limited

to, under the worker's compensation acts, disability benefit acts, or other employees benefits acts.

- C) In the event that any claims are brought or actions are filed against the County with respect to the indemnity contained herein, the Consultant agrees to defend against any such claims or actions by making available to the Owner any and all project related information requested or required for such defense.
- D) To the extent this indemnification clause or any other indemnification clause in this agreement does not comply with Chapter 725, Florida Statutes, this provision and all aspects of the Contract Documents shall hereby be interpreted as the parties' intention for the indemnification clauses and Contract Documents to comply with Chapter 725, Florida Statutes.
- E) This section shall survive expiration or termination of this Agreement.

### 3.2 INSURANCE:

- 3.2.1 The Consultant shall not be issued any Service Order under this Agreement until the insurance required hereunder has been obtained in connection with all of the services provided or performed under this Agreement and such insurance has been approved by the County. The Consultant shall maintain required insurance coverage through the duration of all service orders issued under this Agreement. The Consultant shall furnish to Miami- Dade County, c/o Internal Services, 111 N.W. 1<sup>st</sup> Street, Suite 2130, Miami, Florida 33128- 1909, Certificate(s) of Insurance which indicate that insurance coverage has been obtained. 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 of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent subject to the approval of the County's Risk Management Division.
- 3.2.2 Certificate of Insurance: The Consultant shall furnish certificates of insurance to the County prior to commencing any operations. Certificates shall clearly indicate that the Architect/ Engineer have obtained insurance, in the type and amount as required for strict compliance with this article. Certificates must provide that, in the event of any material change in or cancellation of the policies reflecting the required coverage, advance notice shall be given in accordance with the policy provisions to the County's Risk Management Division.
- 3.2.3 Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the Services, in amounts not less than \$ 300,000 combined single limit per occurrence for bodily injury and property damage.
- 3.2.4 Professional Liability Insurance;
  - Construction cost -under \$1,000,000:  
Professional Liability Insurance in an amount not less than \$250,000.
  - Construction cost -\$1,000,000 - \$2,000,000:  
Professional Liability Insurance in an amount not less than \$500,000.

- 3.2.5 Worker's Compensation Insurance for all employees of the Consultant in compliance with Florida Statutes, Chapter 440.
- 3.2.6 Commercial General Liability Insurance in an amount not less than \$300,000 per occurrence combined single limit for bodily injury and property damage. Miami-Dade County shall be shown as an additional insured with respect to this coverage.
- 3.2.7 Upon notice from the Internal Services Department (ISD), the Architect/ Engineer shall furnish the certificates of insurance to ISD within ten (10) days. Failure to furnish the certificates within the ten day period may result in forfeiting the assignment.
- 3.2.8 Right to Examine: The County reserves the right, upon reasonable notice, to examine the original or true copies of policies of insurance (including but not limited to binders, amendments, exclusions, riders and applications) to determine the true extent of coverage. The Consultant agrees to permit such inspection at the offices of the County.
- 3.2.9 Compliance: Compliance with the requirement of this Article shall not relieve the Consultant of its liability under any other portion of this Agreement or any other agreement between the County and the Consultant.
- 3.3 AMENDMENTS:  
This agreement shall not be amended, changed, modified, transferred or otherwise altered in any particular manner, at any time after the execution hereof, except by the County Mayor or by appropriate resolution of the Board of County Commissioners. The County may, from time to time, make amendments or modifications to this Agreement to comply with the current needs of the County. All such amendments shall be presented in writing and executed by both parties. The failure or refusal by the Consultant to execute a modification may result in the Consultant's removal from consideration for future work under this program.
- 3.4 SUCCESSORS AND ASSIGNS:  
The Consultant and the County each binds himself/herself, his/her partners, successors, legal representatives and assigns to the other party of the Agreement and to the partners, successors, legal representatives, and assigns of such party in respect to all covenants of this Agreement. The Consultant shall afford the County the opportunity to approve or reject all proposed assignees, successors or other changes in the ownership structure and composition of the Consultant. Failure to do so constitutes a breach of this Agreement by the Consultant.
- 3.5 PROVISION OF ITEMS NECESSARY TO COMPLETE SERVICES:  
In the performance of the Services prescribed herein, it shall be the responsibility of the Consultant to provide all salaries, wages, materials, equipment, sub-consultants and other purchased services, etc., necessary to complete said Services.
- 3.6 SUB-CONSULTANTS:  
All services provided by the Sub-consultants shall be pursuant to appropriate agreements between the Consultant and Sub-consultants which shall contain provisions that preserve and protect the rights of the County and the Consultant under this Agreement, and which impose no responsibilities or liabilities on the County except as herein provided.

All Sub-consultants contracted by the Consultant must be an approved participant as set forth in the Proposal submittal attached hereto as Exhibit \_\_\_\_\_, and each sub consultant shall maintain all required technical certifications throughout the term of this Agreement. Should Consultant desire to use a new Subconsultant not previously approved by the County or set forth in the Proposal, the new proposed subconsultant shall have the, equal, or better certifications and shall be subject to the prior approval of the County.

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

The Consultant with the County's approval may employ specialty consultants to assist the Consultant performing specialized services.

### 3.7 CONSULTANT RESPONSIBILITIES:

The Consultant is responsible for the professional quality, technical accuracy, completeness, performance and coordination of all work required under the Agreement including the work performed by Sub-consultants, within the specified item period and specified cost. The Consultant shall perform the work utilizing the best skill, knowledge, and judgement possessed and used by a proficient professional Consultant with respect to the disciplines required for the performance of the work in the State of Florida. The Consultant is responsible for, and represents that the work conforms to the Owner's requirements as set forth in the Agreement. The Consultant shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Consultant's professional judgment with respect to this Project.

3.7.1 Service Orders: Shall be in accordance with any Ordinance, Resolution, Implementing Order, Administrative Order, and policy and procedure in effect at the time of a Service Order is issued. Each Service Order shall be negotiated in good faith between the User and the Consultant. RESERVED

### 3.8 TERM OF AGREEMENT:

The term of this Agreement shall begin upon execution by the parties and shall be in effect until \_\_\_\_\_ or until those Services Orders in force at the end of the stated period of time have been completed and the Services accepted, whichever may be later.

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

The County Mayor or Mayor's designee has the authority to extend this Agreement for [     ], if necessary, to complete the scope of Services.

3.8.1 Time for Performance: The Consultant agrees to provide the Owner, as LEED part of Basic Services and within 7 days from receipt of a written request from the County for same, a detailed schedule, provided in Excel, or Microsoft Project, acceptable to the County showing the time allocated for each Phase of the Services for each of



the Project Elements. The schedule for performance of the Services shall be mutually agreed between the Consultant and the Owner prior to the commencement of the Services. A reasonable extension of time for completion of various Phases will be granted by the County should there be a delay on the part of the County in fulfilling its part of the Agreement stated herein. Such extension of time shall not be cause for any claim by the Consultant for extra compensation.

- 3.8.2 If an Event of Deficiency occurs, and should there be no resolution to said deficiencies by the Consultant through the established meetings and agendas, the County shall notify the Consultant through a formal "Notice of Deficiency", specifying the basis for such deficiency, and advising the Consultant that such deficiency must be cured immediately or the project assignment may be terminated. The Consultant can cure and rectify the deficiency, to the County's reasonable satisfaction as confirmed through County's written approval, within thirty (30) days of actual notice of the Notice of Deficiency (the "Cure Period").

Failure to respond or comply with the plan for correction of deficiencies by the Consultant group within the allotted time shall result in a formal Notice to Cure. This formal Notice To Cure is the County's last step and the Consultant group's last opportunity to cure any defects or failures in the Consultant group's performance prior to the County's formal Termination For Default Notice.

If the Consultant fails to comply with the provisions of this Agreement, the County may declare the Consultant in default by ten (10) 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 incomplete professional services, the Consultant shall return such sums to the County within ten (10) days after receipt of written notice that said sums are due. At the Director's discretion, the Consultant shall not be compensated for professional services that have been performed but not completed by the time the Director declares a default.

- 3.8.3 Delay in Performance: If the Consultant is delayed in performing any obligation under this Agreement due to a force majeure or inevitable accident or occurrence, the Consultant shall request a time extension from the Department Director within five (5) working days of said force majeure or inevitable accident or occurrence. Any time extension shall be subject to mutual agreement and shall not be cause for any claim by the Consultant for extra compensation unless additional services are required. Force majeure shall mean an act of God, epidemic, fire, explosion, hurricane, flood or similar occurrence, civil disturbance or similar occurrence, which has had, or may reasonably be expected to have a material adverse effect on the rights and obligations under this Agreement, and which, by the exercise of due diligence, such parties shall not have been able to avoid. Such acts or events DO NOT INCLUDE inclement weather (except as noted above) or the acts or omissions of Sub consultants/subcontractors, etc.

- 3.8.4 Emergency Response: The Director of the User or his authorized designee, shall issue written authorization to proceed to the Consultant for each section of the work to be performed at assigned sites. In case of emergency, as determined by the County, the Director reserves the right to issue verbal authorization to the Consultant with the understanding that a cost proposal shall be submitted by the

Consultant immediately thereafter. The Consultant shall be given notice (which may be amended from time to time as applicable) regarding persons who are the authorized designees of the Director for the purposes of this Agreement.

### 3.9 TERMINATION OF AGREEMENT:

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

3.9.1 County's Termination for Cause: The County may, at its sole election, terminate this Agreement or any Service Order upon seven (7) days written notice for cause in the event that the Consultant is found not in compliance with the guiding legislation, violates any provisions of this Agreement, or performs same in bad faith, or unreasonably delays the performance of the Services. Such written notice to the Consultant shall spell out the cause and provide reasonable time in the notification to remedy the cause.

In the event the County terminates this Agreement for cause, the County will take over any and all documents resulting from Services rendered up to the termination and may complete them, by contracting with other architect(s), engineer(s) or otherwise, and in such event, the Consultant shall be liable to the County for any additional cost incurred by the County due to such termination. "Additional Cost" is defined as the difference between the actual cost of completion of such incomplete Services and the cost of completion of such Services which would have resulted from payments to the Consultant hereunder had the Agreement not been terminated. Upon receipt of written Notice of Termination, the Consultant shall, when directed by the County, promptly assemble and submit as provided herein or as required in any Service Order issued hereunder, all documents including drawings, calculations, specifications, reports, correspondence, and all other relevant materials affected by such termination. No payments shall be made: 1) for Services not satisfactorily performed; and 2) for the cost of assembly and submittal of documents for services performed satisfactorily or unsatisfactorily. In the event termination for cause is determined to have been inappropriate, the termination shall automatically convert to a termination for convenience.

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

3.9.3 Consultant's Termination for Cause: The Consultant may terminate this Agreement upon thirty (30) days written notice for cause in the event that the County violates any provisions of this Agreement. Such written notice to the County shall spell out the cause and provide reasonable time in the notification to remedy the cause. In the event the Consultant exercises its right to terminate this Agreement for cause,

payment for Services satisfactorily performed prior to the date of termination shall be made in accordance with the article, "Compensation for Services".

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

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

3.9.5 Compensation for Terminated Work: Compensation for terminated work will be made based on the applicable provisions of the article "Compensation for Services".

### 3.10 INTENT OF AGREEMENT:

3.10.1 The intent of the Agreement is for the Consultant to provide basic services, and to include all necessary items for the proper completion of such services. for a functional project which, when constructed in accordance with the design, will be able to be used by the County for its intended purpose. The Consultant shall perform, as Basic Services, such incidental work, which may not be specifically referenced, as necessary to complete the Project.

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

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

3.11 ANNULMENT:

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

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

Proposal and contract documents shall provide that, notwithstanding any other penalties for firms that have discriminated in violation of Article VII of Chapter 11A of the Code, the County may terminate the contract or require the termination or cancellation of the Sub-consultant agreements. 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 or Policy and Procedures may result in the imposition of one or more of the sanctions listed in the A.O.

3.13 ACCOUNTING RECORDS OF CONSULTANT:

The County reserves the right to audit the accounts and records of the Consultant including, but not limited to, payroll records and Federal Tax return, supporting all payments for Services hereunder on the basis of Multiple of Direct Salaries and Reimbursement of Actual Expenses incurred. Such audit may take place at any mutually convenient time during the performance of this Agreement and for three (3) years after final payment under this Agreement. The Architect/ Engineer shall maintain, as part of its regular accounting system, records of a nature and in a sufficient degree or detail to enable such audit to determine the personnel hours and personnel costs and other expenses associated with each Project and/or task authorized for performance by Service Order(s). In accordance with Florida Statute 287.055, 5(a), the A/E firm hereby certifies and warrants that wage rates and other factual unit costs, as submitted in support of the compensation provided are accurate, complete and current as of the date of this Agreement. It is further agreed that said compensation shall be adjusted to exclude any significant costs where the COUNTY shall determine that the contract price of services was increased due to inaccurate, incomplete or unclear wage rates or other factual unit costs. All such contract compensation adjustments shall be made within one (1) year from the date of final billing or acceptance of the work by the COUNTY, or one (1) following the end of the contract, whichever is later.

3.14 ERRORS AND OMISSIONS:

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

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

any of the Owner's rights under the Agreement or of any cause of action arising out of the performance of the Agreement.

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

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

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

### 3.15 OWNERSHIP OF DOCUMENTS AND COPYRIGHTS:

3.15.1 All notes, correspondence, documents, designs, drawings, renderings, calculations, specifications, models, photographs, reports, surveys, investigations, and any other documents and copyrights thereto for Services performed or produced in the performance of this Agreement, whether in paper or other hard copy medium or in electronic medium, shall become the property of the County; however, the County may grant to the Consultant 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 specifically grants to the Owner and any other entity authorized by Owner, the right to photograph or otherwise reproduce images of the Project, or of any representations of the Project which Consultant may produce pursuant to this Agreement.

3.15.2 The Consultant is permitted to reproduce copyrighted material described above subject to written approval from the County. Nothing contained herein shall be

deemed to exclude any document from the provisions of Chapter 119 of the Florida Statutes.

- 3.15.3 At the County's option, the Consultant may be authorized by Service Order to adapt copyrighted material for additional or other work for the County; however, payment to the Consultant for such adaptations will be limited to an amount not greater than 50% of the original fee earned to adapt the original copyrighted material to a new site.
- 3.15.4 The County shall have the right to modify the Project or any components thereof without permission from the Consultant or without any additional compensation to the Consultant. The Consultant shall be released from any liability resulting from such modification.
- 3.15.5 The Consultant shall bind all Sub-consultants to the Agreement requirements for re-use of plans and specifications.
- 3.15.6 Consultant warrants that the tangible objects it delivers to the Owner pursuant to this Agreement are original work of the Consultant and that Consultant owns the copyright and all other reproduction, trademark, trade dress or other intellectual property rights to the work. Consultant will, to the fullest extent of the law, hold harmless, indemnify and defend Owner and its officers, employees and agents from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees and costs through and including final disposition, arising out of or resulting from claims of copyright infringement or violation of trademark or trade dress arising out of Owner's use of the Consultant's tangible work as authorized pursuant to this Agreement.

### 3.16 LAWS AND REGULATIONS:

- 3.16.1 The Consultant shall, during the term of this Agreement, be governed by Federal, State and Miami-Dade County Laws, Regulatory Orders, County Codes and Resolutions and Policies and Procedures, which may have a bearing on the Services involved in this Project. The Department will assist the Consultant in obtaining copies of the Miami-Dade County Codes, Regulatory Orders and Resolutions.
- 3.16.2 The Agreement shall be governed by the laws of the State of Florida and may be enforced in a court of competent jurisdiction in Miami-Dade County, Florida.
- 3.16.3 In accordance with Florida Statutes 119.071 (3) (b) 1., all building plans, blueprints, schematic drawings, and diagrams, including draft, preliminary, and final formats, are exempt from the provisions of Florida Statutes Section 119.071(1) and s. 24(a), Article I of the State Constitution. Information made exempt by this paragraph, with prior approval from the Department, may be disclosed to another entity to perform its duties and responsibilities; to a licensed architect, engineer, or contractor who is performing work on or related to the project; or upon a showing of good cause before a court of competent jurisdiction. The entities or persons receiving such information shall maintain the exempt status of the information.

3.16.3.1 In addition to the above requirements in this sub-article, the Consultant agrees to abide by all federal, state, and County procedures, as may be

amended from time to time, by which the documents are handled, copied, and distributed which may include but is not limited to each employee of the Consultant and Sub-consultant(s) that will be involved in the project, shall sign an agreement stating that they will not copy, duplicate, or distribute the documents unless authorized by the County.

3.16.3.2 The Consultant shall comply with all applicable federal laws, state laws and municipal laws, mixed- finance regulations, Public and Indian Housing (PIH) notices, directives of HUD, and HUD's general conditions for construction, applicable professional standards, County orders, ordinances, rules and regulations which may pertain to this Project, including but not limited to the Federal Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards as set forth in 2 CFR part 200 and 24 CFR Part 963 as further explained in HUD Handbook 7460.8 Rev. 1.

3.16.4 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.

### 3.17 CORRECTIONS TO CONTRACT DOCUMENTS:

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

### 3.18 WARRANTY:

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

The Consultant certifies and agrees that no companies or persons, other than bona fide employees working solely for the Consultant or the Consultant 's subconsultants, have been retained or employed to solicit or secure this Agreement or have been paid or guaranteed payment of any fees, commissions , percentage fees, gifts or any other considerations contingent upon or resulting from the award or making of this Agreement. The Consultant also certifies and agrees that no County personnel, whether a full-time or part-time employee, has or shall be retained or employed in any capacity, by the Consultant or the Consultant s subconsultants, to accomplish the work contemplated under the terms of this Agreement. The County shall not pay the Consultant for any work performed by the County's employees.



3.19 COUNTY REPRESENTATIVE:

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

3.20 ENTIRETY OF AGREEMENT:

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

3.21 NON-EXCLUSIVITY:

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

3.22 BABY DIAPER CHANGING ACCOMMODATIONS:

Where in public areas, the Consultant agrees to incorporate as part of any design for this project baby diaper-changing accommodations accessible to both women and men, in accordance with Miami-Dade County Resolution No. R-1337-98.

3.23 CONTINUED ENGAGEMENT OF CRITICAL PERSONNEL:

In accordance with County Resolution No. 744-00, the Consultant shall identify as part of the proposal the specific technical or professional personnel to perform the necessary services and will be made part of the work authorization. Such personnel shall not be replaced except when Miami-Dade County determines, in its discretion, that the proposed replacement personnel has equal or greater qualifications or capabilities to perform the necessary services.

3.24 CONSULTANT RESPONSIBILITY:

3.24.1 The Consultant is responsible for the professional quality, technical accuracy, completeness, performance and coordination of all work required under the Agreement including the work performed by its agents, servants, partners, principals officers, employees, instrumentalities and Sub-consultants, within the specified time period and specified cost. The Consultant shall perform the work utilizing the skill, knowledge and judgment ordinarily possessed and used by a proficient consulting Consultant with respect to the disciplines required for the performance of the work in the State of Florida. The Consultant is responsible for, and represents that the work conforms to County's requirements as set forth in the Agreement. The Consultant shall be and remain liable to the County for all damages to the County caused by the Consultant's negligent acts or errors or omissions in the performance of the work. In addition to all other rights and remedies, which the County may have, the Consultant shall, at its expense, re-perform the services to correct any deficiencies, which result from the Consultant's failure to perform in accordance



with the above standards. The Consultant shall also be liable for the replacement or repair of any defective materials and equipment and re-performance of any non-conforming construction services resulting from such deficient Consultant services for a period from the commencement of this Agreement until twenty four (24) months following final acceptance of the Work and for the period of design liability required by applicable law. The County shall notify the Consultant in writing of any deficiencies and shall approve the method and timing of the corrections. Neither the County's inspection, review, approval or acceptance of, nor payment for, any of the work required under the Agreement shall be construed to relieve the Consultant or any Sub-consultant of its obligations and responsibilities under the Agreement, nor constitute a waiver of any of the County's rights under the Agreement or of any cause of action arising out of the performance of the Agreement. The Consultant and its Sub-consultants shall be and remain liable to the County in accordance with applicable law for all damages to County caused by any failure of the Consultant or its Sub-consultants to comply with the terms and conditions of the Agreement or by the Consultant's or Sub-consultants' misconduct, unlawful acts, negligent acts, errors or omissions in the performance of the Agreement. With respect to the performance of work by Sub-consultants, the Consultant shall, in approving and accepting such work, ensure the professional quality, completeness, and coordination of Sub-consultant's work.

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

### 3.25 CONSULTANT PERFORMANCE EVALUATION:

In accordance with Administrative Order 3-39 entitled "Standard Process for Construction of Capital Improvements, Acquisition of Professional Services, Construction Contracting, Change Orders, and Reporting", the Consultant is advised that at a minimum, a performance evaluation of the services rendered throughout this Agreement at the conclusion of the services rendered, will be completed by the County and kept in Miami-Dade County files for evaluation of future solicitations.

### 3.26 ETHICS LANGUAGE:

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

### 3.27 FINANCIAL DISCLOSURE:

The Consultant shall comply with the financial disclosure requirements of Ordinance No. 77-13, as amended, by having on file or filing within thirty (30) days of the execution of the Agreement one of the following with the Supervisor of the Miami-Dade County Elections Department, 2700 NW 87<sup>th</sup> Avenue, Miami, Florida 33172 and every year thereafter by noon July 1<sup>st</sup>.

- A. A source of income statement
- B. A current certified financial statement
- C. A copy of the Architect's/Engineer's current Federal Income Tax Return

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

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

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

3.28.3 Upon ten (10) days written notice to the Contractor shall make all requested records and documents available to the Inspector General for inspection and copying. The Inspector General shall have the right to inspect and copy all documents and records in the (Contractor/Vendor/Consultant's) possession, custody or control which in the Inspector General's sole judgment, pertain to performance of the contract, including, but not limited to original estimate files, change order estimate files, worksheets, proposals and agreements from and with successful subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, (bid/proposal) and contract documents, back-charge documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records and supporting documentation for the aforesaid documents and records. Any reasonable and necessary copies required by the IG shall be made at the IG's expense.

3.28.4 The Contractor shall make available at its office at all reasonable times the records, materials, and other evidence regarding the acquisition (bid preparation) and

performance of this contract, for examination, audit, or reproduction, until three (3) years after final payment under this contract or for any longer period required by statute or by other clauses of this contract. In addition:

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

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

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

3.28.7 Exception: The above application of one quarter (1/4) of one percent fee assessment shall not apply to the following contracts: (a) IPSIG contracts; (b) contracts for legal services; (c) contracts for financial advisory services; (d) auditing contracts; (e) facility rentals and lease agreements; (f) concessions and other rental agreements; (g) insurance contracts; (h) revenue-generating contracts; (i) contracts where an IPSIG is assigned at the time the contract is approved by the Trust; (j) professional service agreements under \$1,000; (k) management agreements; (l) small purchase orders as defined in Miami-Dade County Administrative Order 3-2; (m) federal, state and local government-funded grants; and (n) interlocal agreements. Nothing contained above shall in any way limit the powers of the Inspector General to perform audits on all Trust contracts including, but not limited to, those contracts specifically exempted above.

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

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

3.28.10 Upon (10) ten days written notice to Contractor from an IPSIG, the Contractor shall make all requested records and documents available to the IPSIG for inspection and copying. The IPSIG shall have the right to examine all documents and records in the Contractor's possession, custody or control which in the IPSIG's sole judgment pertain to performance of the Contract, including but not limited to original estimate files, bid and change order estimates, worksheets, proposals and agreements from and with successful and unsuccessful subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, bid and contract documents, back-charge document, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records, and supporting documentation for the aforesaid documents and records.

## **ARTICLE 4 - BASIC SERVICES**

### **4.1 START OF WORK:**

No Services under this Agreement shall be performed by the Consultant prior to the receipt of an appropriate Service Order. Each Service Order shall specify whether the Services detailed therein are part of Basic Services, Additional Services, or Work Site Services.

### **4.2 BASIC SERVICES SCHEDULE AND SUMMARY:**

The Consultant agrees to furnish or cause to be furnished to the extent authorized by Service Order all architectural and engineering professional services, as further specified below, designated as Basic Services, in the Phases delineated and described herein unless modified by the Service Order, for the design, construction Work Related Services, and satisfactory completion of the Project. The Consultant shall be solely responsible for correction of any errors, omissions and/or ambiguities, as determined by the County/Project Manager, resulting from the Services.

The Florida Building Code may be amended from time-to-time during the term of this Agreement and is hereby made a part of this agreement by reference. It is also expressly understood by both parties to this agreement that where this agreement references specific sections of the Code, and should the numbering of those referenced sections be changed in the Code during the term of this agreement or any extensions thereto, the references shall continue to the new numbering scheme in the Code.

#### **4.2.1 CONSULTANT BASIC SERVICES:**

Basic Services as described herein:

Phase 1A - Programming and/or Studies

Phase 1B - Schematic Design

The Consultant agrees to provide complete professional architectural services as set forth in Phase 1A & 1B enumerated hereinafter, inclusive but not limited to, programming/planning, conceptual and schematic design, this Project solicitation and Service Order. Consultant is to review related current zoning requirements, and coordinate with the Agencies/Cities having jurisdiction to consider double density, and FAA (when required), and as required per Service Order. The Consultant shall maintain an adequate staff of qualified personnel on the work at all times to ensure its performance as specified in the applicable authorization to proceed within the time and budget allowed.

4.2.1.1 Phase IA & 1B - Programming and or Studies and Schematic Design. These are defined as basic services as applicable depending of the type of service requested. The Consultant shall confer with the User to establish the program requirement for each work assignment.

4.2.1.2 The Consultant shall proceed with the work upon issuance of a work authorization by the County. The Consultant shall confer with representatives of the County to establish, as applicable, a detailed scope of services and deliverables within the allocated funds. If the statement of Probable Construction Costs statement of Probable Construction Costs exceeds allocated funds, the Consultant shall, at no additional cost to the County, prepare recommendations for reducing the scope of the project and re-design as necessary in order to bring the estimated costs within allocated funds.

4.2.1.3 The Engineer's Probable Construction Cost (including construction contingency allowance), listed by specification sections or unit prices, shall include any adjustments necessary for projected award dates, changes in requirements, or general market conditions. No further progress payment shall be made should the Probable Construction Cost in any phase exceed the Budget, until an alternate design is provided at no additional compensation, to bring the cost within the Project Budget limitations.

In the event that the Probable Construction Cost of each facility continues to exceed the Owner-established budget, the Consultant shall, at no additional cost, prepare a prioritized list of work packages for the funded and unfunded scope, with itemized associated costs, for each facility such that the Owner may be able to make informed decisions regarding any additional funding needed.

4.2.1.4 Project Budget: The Consultant shall examine in detail, the estimated construction costs furnished by the County. Should this cost verification reveal serious discrepancies and/or deficiencies which would impact the Project and its subsequent stages of development, the Consultant shall inform the County in writing as to the adequacy of the funds required to complete the Project through the construction phase.

4.2.1.5 The Consultant shall submit a reproducible set of all documents in electronic format acceptable to the User and a minimum of two and a maximum of five hard copies of documents (as determined by the User) required under each Phase, without additional charge, for review and approval by the County. The Consultant shall not proceed with the next Phase of the project until issuance of a work authorization by the County.

4.2.1.6 The Consultant agrees to provide complete professional engineering services as set forth herein. The Consultant shall maintain an adequate staff of qualified personnel on the Work at all times to ensure its performance as specified in the applicable Service Order within the time and budget allowed.

4.2.1.7 The Consultant shall prepare engineering studies and summary reports including necessary sketches and photography.

4.2.1.8 The Consultant shall furnish or cause to be furnished all professional design services prescribed in this Agreement and all other services normally required. Services

shall also include: the design of interface facilities for Art-in-Public Places and the coordination of such design with the appropriate agencies.

- 4.2.1.9 It shall be the responsibility of the Consultant to follow and be responsive to the technical and schedule guidance and oversight furnished by the Project Manager.
- 4.2.1.10 Throughout all Phases of the Basic Services, the Consultant shall coordinate its Services with other County provided consultants.
- 4.2.1.11 Throughout all phases of the Basic Services, all drawings shall be produced by computer and the electronic submittal required under this contract shall consist of the digital plot files and digital working files in AUTOCAD Map 2000i format with files maintained on compact disks or as otherwise requested by the contracting department.

County retains all rights to further use of all electronic drawings as well as blocks, line-types, layering convention and any other information contained in the electronic drawings that are needed to reproduce the drawings in the construction document set. If another software package is used to produce the drawings, the A/E is responsible for the conversion to an AUTOCAD format as stated above and must fix any anomalies in the electronic drawing before submitting the electronic drawings and submit all drawings utilizing County drawing layer scheme. This information can be obtained through County's Technical Support.

- 4.2.1.12 The Consultant shall submit hard and electronic format (as specified herein or otherwise by County) copies of all documents required under each Phase for review, comments and approval by the County. The number of copies and the distribution of those copies shall be specified in the Service Order for each Phase.

#### 4.3 PHASE 1A – PROGRAMMING AND/OR STUDIES

- 4.3.1 The Owner may issue a Service Order to prepare any necessary programming and/or studies.

#### 4.4 PHASE 1B – SCHEMATIC DESIGN DOCUMENTS:

- 4.4.1 Upon the written confirmation of the Consultant that all elements of the Project have been identified, the Owner may issue a Service Order to prepare the Schematic Design Documents.
- 4.4.2 The Consultant shall review the verified Program with the Owner's representatives, lessees (if applicable), and all agencies and other governmental authorities having permitting or other approval authority with respect to the Project. Project Elements or components, as well as suggestions of such agencies or lessees (if applicable) regarding required procedures, are to be followed. Upon completion of the agency(ies) reviews, the Consultant shall detail in writing the recommendation of the agency(ies) to the Owner and shall modify the suggested plan as appropriate and resubmit it to the Owner for review, further modifications, and for approval and agreement by the Owner. As a part of this Phase, the Consultant shall prepare and submit the Phase 1B deliverables including but not limited to the following listed items.

- 4.4.3 Site Plan: A site plan(s) of the Project, at a scale to be specified by the Owner showing the Project Elements, existing facilities, and proposed projects pertinent to or interfacing with other projects and with the remainder of the Basic Services under this Agreement. Site plans shall, at a minimum, include circulation patterns, a zoning analysis and identification of any special site or environmental requirements affecting the site.
- 4.4.4 Schematic Design Studies: The Schematic Design studies shall consist of all plans, elevations, sections, perspectives, high quality renderings (exterior of building / interiors), models, etc., as required to show the scale and relationship of the design concept to surrounding facilities and other Project Elements plus a narrative report setting forth in appropriate detail the criteria to be used in preparing the Contract Documents for the Project Elements. These Schematic Design studies are preliminary in nature and scope. They shall be further defined, and amplifying details shall be developed by the Consultant during subsequent phases of the Basic Services.
- 4.4.5 Design shall meet the minimum level for LEED Certification.

#### 4.4 MEETINGS:

- 4.4.1 As part of providing the Basic Services, the Consultant shall attend all meetings wherein information relating to the Basic Services is discussed, and shall provide consultation to the County regarding such information. These meetings shall include, but shall not necessarily be limited to, regularly scheduled monthly meetings concerning design coordination, and such other meetings, whether regularly scheduled or specially called, as may be necessary to enable the Consultant to coordinate his Services with, and provide information to and/or obtain information from, the County, its Consultant and contractors, and all others with whom coordination or liaison must take place in order to fulfill the intent and purposes of this Agreement and the Contract Documents. Unless otherwise directed by the County, the Consultant shall prepare and disseminate in a timely manner meeting notices and agenda, briefing materials, meeting minutes, meeting reports, etc., appropriate to such meetings.

Should the Consultant fail to perform these services in a timely manner or in accordance with the requisite standard of care and cause a delay in the progress of the Work, the Consultant shall be responsible for any resulting damages to the County.

### ARTICLE 5 - ADDITIONAL AND WORK SITE SERVICES

#### 5.1 AUTHORIZATION:

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

#### 5.2 ADDITIONAL SERVICES:

Additional Services listed below are beyond the requirements for Basic Services under



this Agreement and shall be performed upon receipt of a Service Order, and will be compensated for as provided under Article 8, Section 8.02.

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

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

If any independent engineering, testing laboratory or surveyor is employed by the Consultant to perform any or all of the requested additional services, the Consultant shall obtain the County's approval of the use of and the fees for such independent engineering, testing laboratory or surveyor prior to commencing such work. Verification of the work performed by such Sub-consultant(s) and the cost associated therewith shall be the sole responsibility of the Consultant and not compensable by the County.

5.2.3 Extended assistance requested in writing by the County beyond that provided under Basic Services for start-up, testing, adjusting, balancing and acceptance by the County of any equipment or system; extended training of County personnel in operation and maintenance of equipment and systems; and preparation of operating and maintenance manuals, other than those provided by the Contractor, subcontractors, or manufacturer, in accordance with the Contract Documents.

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

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

## **ARTICLE 6 - SUB-CONSULTANTS**

### **6.1 SUB-CONSULTANTS' RELATIONS:**

6.1.1 All services provided by the Sub-consultants shall be pursuant to appropriate agreements between the Consultant and Sub-consultants which shall contain provisions that preserve and protect the rights of the County and the Consultant under this Agreement, and which impose no responsibilities or liabilities on the County except as herein provided.

6.1.2 The Consultant shall not change any Sub-consultant without the County's approval. The Consultant shall submit a written request stating the reasons for the proposed



change and be routed through the User's project manager or department head for approval.

Sub-Consultants Name:

- Biscayne Engineering Co Inc
- HP Consultant Inc
- Langan Engineering & Environmental Services Inc
- Laura Llerena & Associates Inc
- TJJA Architects PA

6.1.3 RESERVED.

## 6.2 PROJECT MANAGEMENT:

6.2.1 The Department Director, or their designee shall act on behalf of the County in all matters pertaining to this Agreement. The Director for the County Agency requesting the services or his/her designee shall act on behalf of the County in all matters related to the specific work assignment and shall approve all work authorizations to the Consultant and all invoices for payment to the Consultant.

6.2.2 The Consultant shall have general responsibility for management of the work authorization assignment through all Phases of the work included in this Agreement. The Consultant shall meet with the designated County Department or User associated with the work authorization assignment to establish and/or review programmatic requirements and scope of project.

## ARTICLE 7 - EQUAL EMPLOYMENT OPPORTUNITY AND AFFIRMATIVE ACTION

### 7.1 EQUAL EMPLOYMENT OPPORTUNITY:

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

7.1.2 The Consultant agrees to post in conspicuous places, available to employees and

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

7.1.3 The Consultant shall assign responsibility to one of its officials to develop procedures that will assure that the policies of Equal Employment Opportunity and Affirmative Action are understood and implemented.

**7.2 NONDISCRIMINATORY ACCESS TO PREMISES:**

The Consultant, for itself, its personal representatives, successors in interest, and assigns, as part of the consideration hereof, does hereby covenant and agree as a covenant that: (1) no person on the grounds of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, marital status, familial status, gender identity, gender expression, sexual orientation, or actual or perceived status as a victim of domestic violence, dating violence or stalking shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of the premises; (2) that the Consultant shall use the premises in compliance with all other requirements imposed by or pursuant to the enforceable regulations of the Department of Transportation, as amended from time to time.

**7.3 BREACH OF NONDISCRIMINATION COVENANTS:**

In the event it has been determined that the Consultant has breached any enforceable nondiscrimination covenants contained in Section 7.1 Employment Discrimination and Section

**7.4 NONDISCRIMINATORY:**

Access to premises above, pursuant to the complaint procedures contained in the applicable Federal regulations, and the Consultant fails to comply with the sanctions and/or remedies which have been prescribed, the County shall have the right to terminate this Agreement pursuant to the Termination of Agreement section hereof.

**7.5 NONDISCRIMINATION:**

During the performance of this Agreement, the Consultant agrees as follows: The Consultant shall, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, marital status, familial status, gender identity, gender expression, sexual orientation, or actual or perceived status as a victim of domestic violence, dating violence or stalking. The Consultant shall furnish all information and reports required by Executive order 11246 of September 24, 1965, as amended by Executive order 11375 and by rules, regulations, and orders of the Secretary of labor, or pursuant thereto, and will permit access to Consultant books, records, accounts by the County and Compliance Review Agencies for purposes of investigation to ascertain by the compliance with such rules, regulations, and orders. In the event of the Consultant's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, and orders, this Agreement may be cancelled, terminated, or suspended in whole or in part in accordance with the Termination

of Agreement section hereof and the Consultant may be declared ineligible for further contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 and such sanctions as may be imposed and remedies invoked as provided in Executive Order 11375 and such sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 as amended or by rules, regulations, and orders of the Secretary of Labor, or as otherwise provided by law.

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

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

**7.6 DISABILITY NONDISCRIMINATION AFFIDAVIT:**

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

**7.7 AFFIRMATIVE ACTION/NON DISCRIMINATION OF EMPLOYMENT, PROMOTION AND PROCUREMENT PRACTICES (County Code Section 2-8.1.5):**

In accordance with the requirements of County Code Section 2-8.1.5, all firms with annual gross revenues in excess of \$5 million seeking to contract with Miami-Dade County shall, as a condition of award, have a written Affirmative Action Plan and Procurement Policy on file with the County's Department of Business Development. Said firms must also submit, as a part of their proposals/bids to be filed with the Clerk of the Board, an appropriately completed and signed Affirmative Action Plan/Procurement Policy Affidavit.

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

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

## ARTICLE 8 - COMPENSATION FOR SERVICES

### 8.1 BASIC SERVICES FEE:

The County agrees to pay the Consultant, and the Consultant agrees to accept for Basic Services rendered pursuant to this Agreement, fees computed by one of the methods outlined under Sections 8.1.1 or 8.1.2 of this Agreement. The method to be used for any particular aspect of the Work shall be specifically set forth in the applicable Service Order. No payment will be made to the Consultant for Work performed without a Service Order nor by a method other than that specified in the Service Order.

#### 8.1.1 Fixed Sum

8.1.1.1 The Dollar Sum (negotiated per work authorization). Said sum hereinafter called the "Basic Fee" or total "Basic Compensation". Payment for Basic Services to be paid on a Fixed Sum may be requested monthly in proportion to services performed pursuant to the Service Order. All payments will be made on duly certified invoices stating that the Services for which payments requested have been performed per this Agreement.

#### 8.1.2 Multiple of Direct Salary Expense

8.1.2.1 Fees calculated on an hourly basis shall be a multiple of **(2.9)** times the salary rate of the personnel directly engaged on the project and in no case shall the maximum billable hourly (including multiples) exceed **(\$140.00)** per hour for prime and Sub-consultant except as specifically provided herein.

The rate for personnel shall be determined from the salaries reported to the Director of the Internal Revenue Service. Said fee shall be full compensation for supervision, overhead and profit.

8.1.3.2 Personnel directly engaged on the project by the Consultant may include Architects, Engineers, Designers, Job Captains, Draftspersons, Specification Writers, Field Accountants, Project Managers, Schedulers, and Inspectors engaged in construction, research, design, production of drawings, specifications and related documents, construction inspection and other services pertinent to the project during all phases thereof.

8.1.3.3 Multiple of Direct Salary Expense services fees shall not include charges for office rent or overhead expenses of any kind, including local telephone and utility charges, office/drafting supplies, depreciation of equipment, professional dues, subscriptions, reproductions of drawings and/or specifications, mailing, stenographic, clerical, or other employee time or travel. The multiple factor set forth above shall cover all such costs pertinent to the project. Authorized reproduction costs in excess of that required at each Phase of the Work shall be considered a Reimbursable Service as defined in Article 9 of this Agreement.

8.1.3.4 Fee for Design of Additive Alternates authorized by the County will be considered a Basic Service, and the fee for these alternates, will be calculated by one of the three methods outlined above and as mutually agreed by the County and the Consultant.

8.1.3.5 Fee for Design of Additive Alternates authorized by the County will be considered a Basic Service, and the fee for these alternates, will be calculated by one of the three methods outlined above and as mutually agreed by the County and the Consultant.

8.1.3.6 Payment for Basic Services to be paid on as a Multiple of Direct Salary may be requested monthly in accordance with the services performed in the prior month. All payments will be made on duly certified invoices stating that the Services for which payments requested have been performed per this Agreement.

8.1.3.7 Fees calculated on an hourly basis shall be a multiple of (2.9) times the salary rate of the personnel directly engaged on the project and in no case shall the maximum billable hourly (including multiples) exceed (\$140.00) per hour for prime and Sub-consultant except as specifically provided herein.

The rate for personnel shall be determined from the salaries reported to the Director of the Internal Revenue Service. Said fee shall be full compensation for supervision, overhead and profit.

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

Employee Name	Position	Hourly Rate	Job Responsibility	Category Title as defined in the agreement
Jason Hagopian, AIA	Principal/Senior Project Manager (PM)	\$140.00	QA/QC LEED	Quality Assurance Officer
	Architect/Registered/PM	\$135.00	Architecture	Sr. Architect
	Mechanical Engineer/Registered/PM	\$135.00	HVAC/FP	Sr. Engineer
	Civil Engineer/Registered/PM	\$135.00	Civil	Sr. Engineer
	Landscape Architect/Registered/PM	\$135.00		Sr. Architect
	Estimator/Scheduler	\$120.00		Estimator
	Junior Architect	\$90.00	AutoCAD/Arch	Jr. Architect
	Junior Engineer	\$90.00	AutoCAD/Elec	Jr. Engineer
	Junior Engineer	\$90.00	AutoCAD/HVAC	Jr. Engineer
	Junior Architect	\$80.00	AutoCAD Revit Operator / Electrical Media	CADD/Revit
	Clerical Administration	\$35.00		

Maximum rate compensation, including multipliers of direct salary, shall not exceed:  
\$140.00

8.2 PAYMENT FOR ADDITIONAL SERVICES:

The fee for Additional and Work Site Services authorized in accordance with the article "Additional and Construction Administration Services" of this Agreement will be computed by one of the following methods as mutually agreed to by the County and the Consultant:

- Fixed Lump Sum
- Multiple of Direct Salaries

8.2.1 Fixed Lump Sum: Under this compensation basis, the Consultant agrees to perform specifically described services for an agreed fixed dollar amount of compensation.

- 8.2.2 Multiple of Direct Salaries: Under this compensation basis, the Consultant is compensated for the time of personnel engaged directly in performing Services under this Agreement. The compensation to be paid shall consist of the Direct Salaries of such personnel, as reported to the Director of the United States Internal Revenue Services, times a multiple of such Direct Salaries. All payments on the Multiple of Direct Salaries basis shall be in accordance with the payment for Additional Services section of this Article. A not-to-exceed cap for the total fee for assignments given under this compensation basis shall be established prior to the issuance of the initial Services Order.
- 8.2.3 Consultant shall not invoice County for charges for office, rent or overhead expenses of any kind, including but not limited to, insurance, telephone (except long distance calls authorized by the County), and utility charges, office/drafting supplies, depreciation of equipment, professional dues, subscriptions, reproduction of drawings and/or specifications for internal use, mailing, stenographic, clerical, nor shall it invoice for other employee time or travel and subsistence not directly related to the Project. The multiple factor set forth above shall cover all such costs pertinent to the Project.
- 8.2.4 When Additional Services and Work Site Services are authorized as a Multiple of Direct Salaries, the Consultant shall submit the names, classification, salary rate per hour, applicable multiple, hours worked, and total charge for all personnel directly engaged on the project.
- 8.3 PAYMENT FOR REIMBURSABLE EXPENSES:  
Reimbursable Expenses as described in the article "Reimbursable Expenses" of this Agreement will be reimbursed based on a direct cost basis by the County as verified by appropriate bills, invoices or statements, along with supporting data necessary to substantiate costs for reimbursement.
- 8.4 INVOICES AND METHODS OF PAYMENT:  
The Consultant shall submit monthly to the Project Manager, two (2) copies of a duly certified invoice for payments due on account of the portion(s) of the Services performed and eligible for payment based upon the earned value measurement procedure contained in this agreement. A copy of the applicable Service Order shall accompany the original copy of the invoice. The format, content and submittal date of the invoice shall be as specified by the Project Manager. The Architect/ Engineer will meet monthly with the Project Manager to verify that the Consultant's reported progress and earned value is in accordance with the accepted project schedule. Monthly progress payments will be based on the monthly meeting with the Project Manager.

Provided there are no problems with an invoice, as determined by the Project Manager, it is the policy of Miami-Dade County that payment for all purchases by County agencies shall be made in a timely manner and that interest payments be made on late payments. In accordance with Florida Statutes, Section 218.74 and Section 2-8.1.4 of the Miami-Dade County Code, the time at which payment shall be due from the County shall be forty-five (45) days from receipt of a proper invoice. The time at which payment shall be due to small businesses shall be thirty (30) days from receipt of a proper invoice. The time at which payment shall be due to small businesses shall be thirty (30) days from receipt of a proper invoice. All payments due from the County, and not made within the time specified by this section, shall bear interest from thirty (30) days after the due date at the rate of one percent

(1%) per month on the unpaid balance. Further, proceedings to resolve disputes for payment of obligations shall be concluded by final written decision of the County Manager, or his or her designee(s), not later than sixty (60) days after the date on which the proper invoice was received by the County.

**8.5 PAYMENT TO SUB-CONSULTANTS:**

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

**8.5.1** The CONSULTANT and its Sub-consultants shall be compensated at the flat rate of **\$XXX.XX** 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):

_____	_____
<b>Company Name</b>	<b>Contact Person Name</b>
_____	_____
<b>Company Name</b>	<b>Contact Person Name</b>
_____	_____
<b>Company Name</b>	<b>Contact Person Name</b>
_____	_____
<b>Company Name</b>	<b>Contact Person Name</b>
_____	_____
<b>Company Name</b>	<b>Contact Person Name</b>

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

**8.6 CONSEQUENCE FOR NON-PERFORMANCE:**

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

**8.7 PAYMENT FOR ABANDONED, TERMINATED OR SUSPENDED SERVICES:**

In the event of termination or suspension of the services or abandonment of a Project



Element(s) (including the failure of the County to advertise the Contract Documents for bids, or the County's failure to award a Contract for the Work on the basis of any such bids received, within the time limits set forth in this agreement) the Consultant shall be compensated as follows:

- 8.7.1 Payment for Services completed and approved prior to receipt by the Consultant of notice of abandonment of a Project Element, termination or suspension, for which payment has not yet been made to the Consultant by the County, shall be made in the same manner as would have been required had such abandonment of a Project Element, termination or suspension not occurred.
- 8.7.2 For Services partially completed and satisfactorily performed prior to receipt by the Consultant of notice of abandonment of a Project Element, termination or suspension, the Consultant shall be compensated on the basis of payment in same manner as would have been required had such abandonment of a Project Element, termination or suspension not occurred, adjusted to the level of completion portion of the service. A claim by the Consultant for compensation shall be supported by such data as the County may reasonably require. In no case shall fees for partially completed Services exceed the fees that would have been paid for such Services had they not been abandoned, terminated or suspended.
- 8.7.3 Upon payment to the Consultant for Service associated with abandoned, terminated or suspended Project Elements in accordance with this Article, the Consultant shall have no further claim for Services related to the abandoned, terminated or suspended Project Elements.
- 8.7.4 No payment shall be made by the County to the Consultant for loss of anticipated profit(s) from any abandoned, terminated or suspended Project Elements.

**8.8 MAXIMUM PAYABLE FOR ADDITIONAL SERVICES, AND REIMBURSABLE EXPENSES:**

The aggregate sum of all payments to the Consultant for Additional Services, and Reimbursable Expenses payable on a Project shall not exceed what is permissible, per Miami-Dade County Code Section 2-8.1. Any portion of this sum for which the Project Manager does not authorize payment in writing shall remain the property of County. This amount is intended to establish a cumulative fund to be used for Additional Services, Work Site Services and Reimbursable Expenses.

**ARTICLE 9 - REIMBURSABLE EXPENSES**

Any Reimbursable Expenses shall be approved by the County in advance and authorized by a Service Order.

- 9.1 Sub-consultants, when recommended by the Consultant, and approved by the County in writing, and when in the opinion of the Consultant, said Sub-consultant services are necessary of the accomplishment of the Services.
- 9.2 All printing and reproduction costs as specified herein and those costs in excess of that required under Basic Services. Such costs will be reimbursed at the same rate paid by the



County to its vendors. Printing costs for internal coordination, reviews and other in-house uses will not be reimbursed.

- 9.3 Travel expenses, if necessary, shall be reimbursed in accordance with Florida Statutes and Miami-Dade County Administrative Order No. 6-1.
- 9.4 Costs/Fees paid for securing approvals of authorities having jurisdiction over the work.
- 9.5 Costs for boundary and topographical surveys authorized by the County.
- 9.6 Costs for material testing authorized by the County.
- 9.7 Costs for mailing of bid documents (if required).
- 9.8 Courier services to deliver documents (if required).
- 9.9 Rental of specialized equipment and purchase of special instruments necessary for the efficient performance of the work, provided that such instruments remain the property of the County upon completion of the work and authorization was granted for the purchase by the County.
- 9.10 Items not listed shall be reviewed on a case-by-case basis and shall be approved in advance by the Director or his/her designee.

#### **ARTICLE 10 – PRESS RELEASE AND OTHER PUBLIC COMMUNICATION**

- 10.1 Under no circumstances shall the Consultant without the express written consent of the County:
  - A. Issue or permit to be issued any press release, advertisement or literature of any kind which refers to the County, or the Work being performed hereunder, unless the Consultant first obtains the written approval of the County. Such approval may be withheld if for any reason the County believes that the publication of such information would be harmful to the public interest or is in any way undesirable.
  - B. Communicate in any way with any contractor, department, board, agency, commission or other organization or any person whether governmental or private in connection with the services to be performed hereunder except upon prior written approval and instruction of the County
  - C. Except as may be required by law, the Consultant and its employees, agents, subcontractors and suppliers will not represent, directly or indirectly, that any product or service provided by the Consultant or such parties has been approved or endorsed by the County.

#### **ARTICLE 11 –PUBLIC RECORDS**

- 11.1 The Consultant shall comply with the Public Records Laws of the State of Florida, including by not limited to, (1) keeping and maintaining all public records that ordinarily and

necessarily would be required by the County in order to perform the service; (2) providing the County, upon the request from the County's custodian of public records identified herein, with a copy of the requested records or allow the public with access to the 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 the Florida Public Records Act, Miami-Dade County Administrative Order No. 4-48, 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 for the duration of this Agreement's term and following completion of the services under this Agreement if the Consultant does not transfer the records to County; and upon completion of the contract, transferring, at no cost, to the County, all public records in possession of the Consultant or keep and maintain public records required by the County to perform the service. If the Consultant transfers all public records to the County upon completion of this Agreement, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the contract, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County.

For purposes of this Article, the term "public records" shall mean all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business of the County.

**IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT**

**MIAMI-DADE PUBLIC HOUSING AND COMMUNITY DEVELOPMENT  
701 NW 1ST COURT, 16TH FLOOR  
MIAMI, FL 33136  
ATTENTION: Lizette Capote  
Email: [Lizette.Capote@miamidade.gov](mailto:Lizette.Capote@miamidade.gov)  
Telephone: (786) 469-4126.**

#### **ARTICLE 12-SPECIAL PROVISIONS**

The following provisions are to be used AS APPLICABLE:

Contract Measures are not applicable to this contract, however, the consultant selected for a work assignment under this contract is required to comply with the specific local and federal guidelines applicable to the particular County Agency requesting the services of the consultant. The specific participation requirements shall be discussed by the individual Agency with the selected consultant and made a part of the service order for each project assignment.

**CONSULTANT (CORPORATION)**

TSAO DESIGN GROUP INCORPORATED  
(Legal Name of Corporation)

ATTEST:

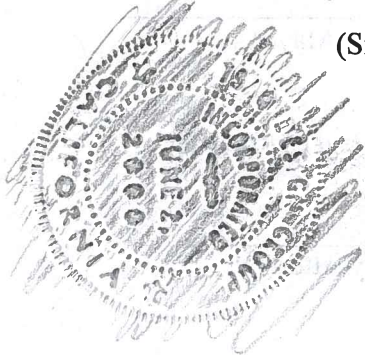
Secretary:

[Signature]

(Signature and Seal)

By: [Signature]

(Consultant – Signature)



JASON HAGOPIAN, PRINCIPAL  
(Type Name & Title)

**CONSULTANT (INDIVIDUAL, PARTNERSHIP OR JOINT VENTURE)**

Witness:

ALESSANDRA DANCIARO

(Type Name)

By:

[Signature]

(Signature)

Witness:



Notary Public:

[Signature]  
(Signature and Stamp)

(SSN or FEIN)

03/13/2022

(Expiration Date)

**MIAMI-DADE COUNTY, FLORIDA**

**ATTEST:**

\_\_\_\_\_, CLERK

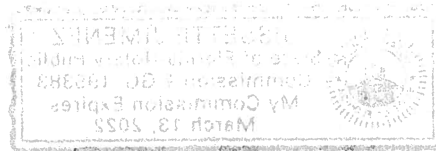
BY: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Carlos A. Gimenez, Mayor

(Dade County Seal)

Approved as to form and legal sufficiency

\_\_\_\_\_  
Assistant County Attorney







**Miami-Dade County  
Internal Services Department  
Affirmation of Vendor Affidavits**


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

Contract No. : A19-PHCD-101

Federal Employer Identification Number (FEIN): 94-3364738

**Affidavits and Legislation/ Governing Body**

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

JASON HAGOPIAN PRINCIPAL   
Printed Name of Affiant Printed Title of Affiant Signature of Affiant

TSAG DESIGN GROUP INCORPORATED 02/13/2020  
Name of Firm Date

7636 NE 4<sup>th</sup> CT SUITE 101 MIAMI FL 33138  
Address of Firm State Zip Code


**Notary Public Information**

Notary Public – State of FLORIDA County of MIAMI-DADE

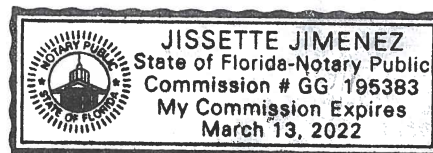
Subscribed and sworn to (or affirmed) before me this 14 day of February, 2020

by JASON HAGOPIAN He or she is personally known to me  or has produced identification

Type of identification produced \_\_\_\_\_

 66 195383  
Signature of Notary Public Serial Number

JISSETTE JIMENEZ 03-13-2022 \_\_\_\_\_  
Print or Stamp of Notary Public Expiration Date Notary Public Seal



**SWORN STATEMENT UNDER SECTION 287.133(3)(a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

I understand that a "public entity crime" as defined in Paragraph 287.133(1) (g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

I understand that "convicted" or "conviction" as defined in Paragraph 287.133 (1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

A predecessor or successor of a person convicted of a public entity crime: or

An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in management of an entity.

I understand that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal or reply for a contract to provide any goods or services to a public entity, construction or repair of a public building or public work, lease of real property to a public entity or perform work as a contractor, supplier, subcontractor or consultant under a contract with a public entity and may not transact business with a public entity in excess of the threshold amount provided in Florida Statute section 287.017 for Category Two for a period of 36 months following the date of being placed on the convicted vendor list.

Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **[Please indicate which statement applies.]**

Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in either the management of the entity, or any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in either the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, **AND** **[Please indicate which additional statement applies.]**

There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. **[Please attach a copy of the final order.]**

The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. **[Please attach a copy of the final order.]**



\_\_\_\_\_The person or affiliate has not been placed on convicted vendor list. [Please describe any action taken by or pending with the Florida Department of General Services.]

By: [Signature]  
Signature of Affiant

JASON HAGOPIAN, PRINCIPAL  
Printed Name of Affiant and Title

9 / 4 - 3 / 3 / 6 / 4 / 7 / 3 / 8  
Federal Employment Identification Number

SUBSCRIBED AND SWORN TO (or affirmed) before me this 14 day of 12, 2020

He/She is personally known to me or has presented as identification.  
Type of identification

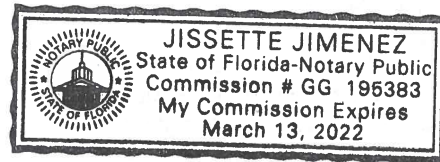
[Signature]  
Signature of Notary

66195383  
Serial Number

JISSETTE JIMENEZ  
Print or Stamp Name of Notary

03/13/2022  
Expiration Date

Notary Public - State of FLORIDA







**MIAMI-DADE COUNTY  
ISD FORM NO. 9 – Fair Subcontracting Policies  
(Section 2-8.8 of the Miami-Dade County Code)**

**FAIR SUBCONTRACTING PRACTICES**

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

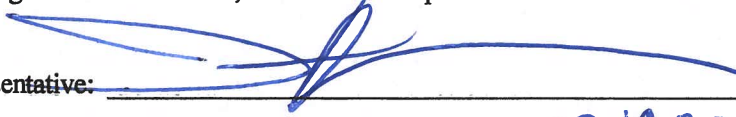
TSAO Design Group, Incorporated (TSAO) will adhere to the following Standards for awarding subcontracts (agreements between TSAO and subcontractors) to a subcontractor to perform a portion of a contract.

1. Notify the broadest number of local Subcontractors of the opportunity to be awarded a subcontract
2. Invite local Subcontractors to submit bids in a practical, expedient way
3. Provide local Subcontractors access to information necessary to prepare and formulate a subcontracting bid;
4. Allow local Subcontractors to meet with appropriate personnel of the bidder to discuss the bidder's requirements; and
5. Award subcontracts based on full and complete consideration of all submitted proposals and in accordance with the bidder's stated objectives.
6. Prior to contract award, TSAO shall provide a detailed statement of its policies and procedures for awarding subcontracts.
7. TSAO shall submit to the County via its web-based system all subcontractors used in any work, the amount of each subcontract, and the amount paid and to be paid to each subcontractor.
8. In the event that TSAO intends to pay less than the subcontract amount, TSAO shall deliver to the County a statement explaining the discrepancy or any disputed amount.

---

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

Signature of Authorized Representative: \_\_\_\_\_



Title: PRINCIPAL

Date: 02.13.20

Proposer's Name: Asal Hacıpian

**NON-EXCLUSIVE PROFESSIONAL SERVICE AGREEMENT (PSA)  
FOR  
ARCHITECTURAL / ENGINEERING CONSULTANT DESIGN SERVICES  
FOR PLANNING CONCEPTUAL AND SCHEMATIC DESIGN AND RELATED  
SERVICES FOR VARIOUS SITES  
(PROJECT NO. A19-PHCD-01)  
FOR THE DEPARTMENT OF PUBLIC HOUSING AND COMMUNITY  
DEVELOPMENT**

---

**NON-EXCLUSIVE**

**PROFESSIONAL SERVICES AGREEMENT**

**THIS AGREEMENT**

Made as of the \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_

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

**and the Consultant: Firm Name: CSA Central Inc.**

**Address: 8200 N.W. 41<sup>st</sup> Street, Suite 305  
Doral, Florida 33166**

**Phone Number: (305) 456-5484**

**Fax Number: N/A**

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

The scope of services includes, but is not limited to, the provision of conceptual and schematic design services, planning services, architectural site plans and renderings, architectural services, civil engineering, structural engineering, mechanical engineering, electrical engineering and landscape design services, construction engineering and inspection services, and any other specialty consultant services as may be required by any applicable work authorization issued under this Agreement for:

- Various building types provided by PHCD, which may include two-story townhouses, three-story walk-ups, mid-rise and high-rise buildings, inclusive of studios, one-bedroom, two-

bedroom and three-bedroom units, four and five story bedroom units, community center or clubhouse, gym, laundry rooms, library, parking, and common areas;

- A number of public housing, or Rental Assistance Demonstration units, workforce housing, affordable housing, and/or market-rate units; and
- Means of entrance/egress for the site, floor plans, building elevations, and color renderings. Consultant's scope of services may also include:
- The consideration of sea level rise and associated projections and potential impacts in undertaking its design and engineering work;
- Scheduling and meeting with all agencies having jurisdiction regarding requirements for all spaces, buildings and sites;
- The provision of probable construction cost estimates, physical needs assessments, and other studies and reports;
- The provision of detailed recommendations resulting from geotechnical reports, title reports, plats, and administrative site plan reviews as well as coordination with the design and planning concepts with the developers of the PHCD sites; and
- Attend meetings with PHCD and/or community/resident meetings and presentations to justify, discuss and presents its designs.

WITNESSETH:

WHEREAS, the Consultant shall provide architectural, engineering and architectural landscape services on an as needed basis for County projects, and based upon any work authorizations issued hereunder that shall conform to the Scope of Services within the categories of technical certification as determined by the County.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

# PROFESSIONAL SERVICES AGREEMENT

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## WITNESETH

### ARTICLE 1 – DEFINITIONS

- 1.1 **ADDITIONAL SERVICES:** Those services, in addition to the Basic Services in this Agreement, which the Consultant shall perform at County's option and when authorized by Service Order(s) in accordance with the terms of this Agreement.
- 1.2 **AFFIRMATIVE ACTION:** Action to be taken by the Consultant pursuant to a written, results-oriented program, meeting the requirements of 41 CFR Part 60, in which the Consultant details the steps to be taken to ensure equal employment opportunity, including, where appropriate, remedying discrimination against an affected class, or other actions, as necessary.
- 1.3 **AGENT:** Any entity engaged by the Consultant to perform any portion of the Work, including but not limited to the Consultant's employees, officers, contractors, inspectors and Sub consultants performing any services for Miami-Dade County on behalf of the Consultant.
- 1.4 **AGREEMENT:** This written Agreement between the County and the Consultant, including the Appendices and Exhibits attached hereto and all Amendments and Service Orders issued by the County hereunder.
- 1.5 **AMENDMENT:** A written modification to this Agreement executed by the Consultant and the County covering changes, additions, or reductions in the terms of this Agreement.
- 1.6 **CONSULTANT (A/E):** The named entity on page 1 of this Agreement and shall include its officials, successors, legal representatives, and assigns, synonymous with Consultant.
- 1.7 **ART IN PUBLIC PLACES:** A division of the Miami-Dade County Department of Cultural Affairs that is responsible for initiating and overseeing the incorporation of art into new County facilities.
- 1.8 **BASIC SERVICES:** Those services which the Consultant shall perform in accordance with the terms of the Agreement as directed and authorized by a Service Order(s). In addition, any Services not specifically addressed as Additional Services are considered Basic Services.
- 1.9 **BASIC SERVICES FEE:** The basis for compensation of the Consultant for the Basic Services performed under this Agreement.
- 1.10 **BOARD OF COUNTY COMMISSIONERS:** The duly elected officials authorized to act on behalf of the County.
- 1.11 **CHANGE ORDER:** A written agreement executed by the County and the Contractor, covering modifications to the Contractor's Contract.
- 1.12 **CONSTRUCTABILITY:** The optimum use of construction knowledge and experience in planning, design, procurement, and field operations to achieve overall Project objectives.
- 1.13 **CONSTRUCTION COST:** Actual cost of the Work established in the Contract Documents and as they may be amended from time to time.

- 1.14 **CONSULTANT:** The Consultant who has entered into a contract with the County to provide basic, additional and worksite services under this Agreement, and who shall act as the County's representative for the duration of the project, inclusive of the Warranty Phase.
- 1.15 **CONTINGENCY ALLOWANCE ACCOUNT(S):** shall mean an account that establishes a specific amount of time and / or money to be used to perform unknown or unanticipated work, as directed by the Project Director, which is necessary to satisfactorily complete the project. Any time or money within the Contingency Allowance account not directly authorized for use by the Project Director remains with the County.
- 1.16 **CONTRACT DOCUMENTS:** The legal agreement between the County and the Contractor for performance of Work. The Contract Documents may include, but are not necessarily limited to, a lease agreement, a development agreement, a loan or grant agreement, and/or a construction contract.
- 1.17 **CONTRACTOR:** The firm, company, corporation or joint venture contracting with the County for performance of Work covered in the Contract Documents.
- 1.18 **CONSTRUCTION ADMINISTRATION SERVICES:** Those portions of the Basic Services that the Consultant shall perform in accordance with the terms of this Agreement when directed and authorized by a Service Order.
- 1.19 **COUNTY:** Miami-Dade County or the Owner as described below. The term County as used in this Agreement shall exclude the: Department of Planning and Zoning; Building Department; Department of Environmental Resources Management; Public Works; Fire Department; and Water and Sewer Department and their successors departments, when acting in their capacities as regulatory or permitting agencies.
- 1.20 **DEDICATED ALLOWANCE ACCOUNT(S):** An account contained within the Proposal items which establishes a specific amount to be used to perform specific work as identified within the Dedicated Allowance, such as reimbursement for permits, traffic control police, etc. Any money not directed to be used by the Consultant, within a Dedicated Allowance account remains with the County.
- 1.21 **DEFECT(S):** Refers to any part of the Work that does not follow the Contract Documents, does not meet the requirements of a reference standard, test or inspection specified in the Contract Documents, does not properly function, is broken, damaged or of inferior quality, or is incomplete. The adjective "defective" when it modifies the words "work" shall have the same connotation as Defect.
- 1.22 **DEPARTMENT:** Miami-Dade Public Housing and Community Development Department, a department of Miami- Dade County represented by and acting through the Director or his/her Designee(s).
- 1.23 **DESIGN DELIVERABLES:** Deliverables to be presented and Services to be performed by the Consultant at various phases of design. The design deliverables, Design Schedule and Cost Management are to comply with the requirements of the Department.
- 1.24 **DESIGN DEVELOPMENT:** That portion of the Basic Services which the Consultant shall perform in accordance with the terms of this Agreement when directed and authorized by Service Order.

- 1.25 DIRECT SALARIES: Monies paid at regular intervals to personnel other than principals of the Consultant directly engaged by the Consultant on the Project, as reported to the Director of United States Internal Revenue Service and billed to the County hereunder on a Multiple of Direct Salaries basis pursuant to a Service Order for Additional Services under this Agreement. Personnel directly engaged on the Project by the Consultant may include architects, engineers, designers, inspectors, agents and specifications writers engaged or assisting in research, design, production of drawings, specifications and related documents, Work Related Services and other services pertinent to the Project Elements.
- 1.26 DIRECTOR: The Director of the Miami-Dade County Public Housing and Community Development Department or authorized representative(s) designated in writing with respect to a specific matter(s) concerning the Services.
- 1.27 EQUAL EMPLOYMENT OPPORTUNITY: Opportunity provided by the Consultant pursuant to Executive Order 11246, as amended, and required to be part of all contracts covered by said Executive Order.
- 1.28 FIELD REPRESENTATIVE: An authorized representative of the County providing administrative and construction inspection services during the preconstruction, construction, and closeout phases of the Contract.
- 1.29 FIXED LUMP SUM: A basis for compensation of the Consultant for Services performed.
- 1.30 HUD: United States Department of Housing and Urban Development.
- 1.31 LEED: Leadership in Energy and Environmental Design. County may request that certain facilities comply with the County's Sustainable Building Program established in Ordinance No. 07-65 or be designed and built to meet LEED certification.
- 1.32 LIFE CYCLE COSTING: The process whereby all expenses associated with the operations, maintenance, repair, replacement and alteration costs of a facility or piece of equipment are identified and analyzed.
- 1.33 MULTIPLE OF DIRECT SALARIES: A basis for compensation of the Consultant for Services performed.
- 1.34 NOTICE TO PROCEED: Written communication issued by the County to the Contractor directing the Work to proceed and establishing the date of commencement of the Work.
- 1.35 OWNER: Miami-Dade County acting through the Department of Public Housing and Community Development (PHCD).
- 1.36 PERIOD OF CONTRACT ADMINISTRATION: Services beginning on the date established in the Notice to Proceed for commencement of the Work through the time allowed for completion of the Work contained in the Contract Documents.
- 1.37 PHASE: The portion of the Basic Services that may be accomplished by the Consultant for each of the Project's elements or a portion or combination thereof as described in the article "Basic Services" herein:



Phase 1A	-	Programming and/or Studies
Phase 1B	-	Schematic Design
Phase 2	-	Design Development
Phase 3A	-	30% Contract Documents
Phase 3B	-	75% Contract Documents
Phase 3C	-	100% Contract Documents
Phase 3D	-	Bid Documents
Phase 4	-	Bidding & Award of Contract
Phase 5	-	Construction Administration Services

- 1.38 PLANS: The drawings prepared by the Consultant which show the locations, characters, dimensions and details of the Work to be done and which are part of the Contract Documents.
- 1.39 PROBABLE CONSTRUCTION COST: The latest approved written estimate of Construction Cost prepared in the 16 Division format developed by the Construction Specification Institute (CSI) or unit price bid items, including construction allowance contingencies, submitted to the County, in a format provided by the County, in fulfillment of the requirement(s) of this Agreement.
- 1.40 PROGRAM: The initial description of a Project that may comprise of line drawings, narrative, cost estimates, Project Budget, etc.
- 1.41 PROJECT: Project Elements and components of the Project Elements and Services set forth in this Agreement.
- 1.42 PROJECT BUDGET: Estimated cost for the Project, prepared by the County as part of the Program, including the estimated Construction Cost and Soft Costs. The Project Budget may, from time to time, be revised or adjusted by the County, in its sole discretion, to accommodate approved modifications or changes to the Project or the scope of work.
- 1.43 PROJECT ELEMENT: A part of the Project for which Services are to be provided by the Consultant pursuant to this Agreement or by other consultants employed by the County.
- 1.44 PROJECT MANAGER (PM): An individual designated by the Director to represent the County during the design and construction of the Project.
- 1.45 PERIOD OF CONTRACT ADMINISTRATION: The period from the original completion date of the Contract as awarded to the date of official acceptance by the County of the Report of Contract Completion furnished by the Consultant.

- 1.46 PUNCH LIST: A running list of Defects in the Work as determined by the Consultant performing Work Related Services, with input from the Field Representative and the Project Manager. The initial edition of the Punch List is modified in succeeding editions to reflect corrected and completed work as well as newly observed Defects, until the time of Final Acceptance.
- 1.47 RECORD DRAWINGS (AS-BUILT DRAWINGS): Reproducible drawings showing the final completed Work as built, including any changes to the Work performed by the Contractor pursuant to the Contract Documents which the Consultant considers significant based on marked-up as-built prints, drawings and other data furnished by the Contractor.
- 1.48 REIMBURSABLE EXPENSES: Those expenses delineated in the article “Reimbursable Expenses” of this Agreement which are separately approved by the County that are incurred by the Consultant in the fulfillment of this Agreement and which are to be compensated to the Consultant in addition to the Basic Services Fee.
- 1.49 REVIEW SET: A partial or complete set of Contract Documents, provided by the Consultant in accordance with the Deliverables Requirements Manual and/or Service Order, at the specified percentage of completion of a Phase of the Basic Services as provided for in this Agreement, on which the County may provide written review comments and acceptance of Services. Any review will be general in nature and shall not constitute a detailed checking of the Consultant’s work nor relieve the Consultant of the responsibility for the completeness and accuracy of its Services.
- 1.50 SCHEMATIC DESIGN: That portion of the Services comprising Phase 1B of the Basic Services which the Consultant shall perform in accordance with the terms of this Agreement.
- 1.51 SERVICE ORDER: A written work authorization/assignment (consecutively numbered for reference and control purposes) initiated by the Project Manager in accordance with this Agreement, and countersigned by the Director and by the Consultant, directing the Consultant to perform or modify the performance of any portion of the Services and containing the scope, time of completion, total compensation for the services authorized, or to stop the performance of such Services. Failure by the A&E to perform in accordance with the Service Order, may result in penalties.
- 1.52 SERVICES: All services, work and actions by the Consultant performed pursuant to or undertaken under this Agreement.
- 1.53 SOFT COSTS: Costs related to a Project other than Construction Cost including Consultant Basic Services, Additional Services, Work Site Services, survey, testing, general consultant, finance, permitting fees, etc.
- 1.54 SUB-CONSULTANT: An independent firm, company, joint venture, corporation, agent or individual compensated by the Consultant to perform a portion of the Services required hereunder. All sub-consultants contracted by the Consultant must be an approved participant as set forth in the Proposal submittal attached hereto as Exhibit \_\_\_\_\_, and each sub consultant shall maintain all required technical certifications throughout the term of this Agreement. Should Consultant desire to use a subconsultant not previously approved or set forth in Consultant’s Proposal, the new proposed subconsultant shall have the, equal, or

better certifications as those previously approved or set forth in Consultant's Proposal and shall be subject to the County's prior approval.

- 1.55 **SUBSTANTIAL COMPLETION:** The stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so the County can occupy or utilize the Project for its intended use and shall occur when the Consultant issues a certificate of Substantial Completion. At this stage, all Punch List work should be able to be completed by the Contractor in less than sixty (60) calendar days. The Certificate of Substantial Completion shall not be issued prior to the Contractor obtaining a Final Certificate of Occupancy or a Temporary Certificate of Occupancy and a Final Certificate of Use or a Temporary Certificate of Use from the authority having jurisdiction.
- 1.56 **NOT USED.**
- 1.57 **USER:** The department, division, bureau or other subdivision of the County, for which the project is required (Public House and Community Development Department).
- 1.58 **USER REVIEW:** A review of all design projects by a group which represents the operational aspects of the County, to ensure that program and operational needs are being met.
- 1.59 **VALUE ANALYSIS (VA):** The systematic application of recognized techniques for optimizing both cost and performance in a new or existing facility or to eliminating items that add cost without contributing to required functions.
- 1.60 **WORK:** All labor, materials, tools, equipment, services, methods, procedures, etc., necessary or convenient to performance by the Contractor of all duties and obligations imposed by the Contract Documents, and representing the basis upon which the total consideration is paid or payable to the Contractor for the performance of such duties and obligations.
- 1.61 **WORK ORDER:** A written order, authorized by the County, directing the Contractor to perform work under a specific allowance account or which directs the Contractor to perform a change in the work that does not have a monetary impact.
- 1.62 **WORK SEQUENCING SCHEDULE AND STAGING PLAN:** Plans prepared by the Consultant showing the stage-by-stage sequence of construction, the impact on adjacent or related facilities and the County's operations, as well as other features, as necessary, related to the overall schedule of construction. The Consultant will be responsible for the preparation and inclusion of plans for the Contractor's/Field Representative's construction trailer. The plans will show as a minimum the location of the trailer(s), parking, access, and temporary utility connections for the trailer required during the performance of the Work.
- 1.63 **WORK-SITE SERVICES:** Those optional portions of the Services, beyond the requirements of Work Related Services, involving the providing of on-site resident services, that the Field Representative(s) shall perform in accordance with the terms of this Agreement if directed and authorized by Service Order(s).

## **ARTICLE 2 - INFORMATION TO BE FURNISHED BY THE COUNTY**

- 2.1 **OBLIGATION OF THE COUNTY:** The County, at its expense, shall furnish the Consultant with the following information, or may authorize the Consultant to provide the information as a Reimbursable/Additional Service.
- A) Surveys as applicable, existing construction document (drawings), soil borings or test pits, chemical, mechanical, structural, or other tests deemed necessary; requested or recommended by the Consultant, when available.
  - B) Information regarding the project budget, County's procedures, guidelines, forms, formats and assistance as applicable.
- 2.2 **CONTRACT MANAGEMENT:**
- A) The Public Housing and Community Development (PHCD) Director or his/her designee shall act on behalf of the County in all matters pertaining to this Agreement, inclusive of all matters related to the specific work authorization, and shall approve all work authorizations to the Consultant and all invoices for payment to the Consultant.
  - B) The Consultant shall have general responsibility for management of the Work authorization assignment through all Phases of the Work included in this Agreement. The Consultant shall meet with the User to establish and/or review programmatic requirements and scope of project.
- 2.3 **OBLIGATION OF THE CONSULTANT:** The Consultant understands that it is obligated to verify, to the extent it deems necessary, all information furnished by the County and that it is solely responsible for the accuracy and applicability of all such information used by said Consultant. Such verification shall include visual examination of existing conditions in all locations encompassed by the Project where such examination can be made without using destructive measures, e.g., excavation or demolition, unless such destructive measures are first authorized by the County in writing. Survey information shall be spot checked to the extent the Consultant has satisfied itself as to the reliability of the information.

## **ARTICLE 3 - GENERAL PROVISIONS**

- 3.1 **INDEMNIFICATION AND HOLD HARMLESS:**
- A) In consideration of the entry of this Agreement, and to the extent permitted by Chapter 725, Florida Statutes, the Consultant agrees to indemnify, protect, defend, and hold harmless the County, their elected officials, officers, and employees from liabilities, damages, losses, and costs including, but not limited to reasonable attorney's fees at both trial and appellate levels to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the Consultant and other persons or firms employed or utilized by the Consultant in the performance of the Work.
  - B) The indemnification obligation under this cause shall not be limited in any way by any limitation on the amount of damages, compensation, or benefits payable by or for the Consultant and/or any subcontractor or Sub Consultant, including but not limited

to, under the worker's compensation acts, disability benefit acts, or other employees benefits acts.

- C) In the event that any claims are brought or actions are filed against the County with respect to the indemnity contained herein, the Consultant agrees to defend against any such claims or actions by making available to the Owner any and all project related information requested or required for such defense.
- D) To the extent this indemnification clause or any other indemnification clause in this agreement does not comply with Chapter 725, Florida Statutes, this provision and all aspects of the Contract Documents shall hereby be interpreted as the parties' intention for the indemnification clauses and Contract Documents to comply with Chapter 725, Florida Statutes.
- E) This section shall survive expiration or termination of this Agreement.

### 3.2 INSURANCE:

- 3.2.1 The Consultant shall not be issued any Service Order under this Agreement until the insurance required hereunder has been obtained in connection with all of the services provided or performed under this Agreement and such insurance has been approved by the County. The Consultant shall maintain required insurance coverage through the duration of all service orders issued under this Agreement. The Consultant shall furnish to Miami- Dade County, c/o Internal Services, 111 N.W. 1<sup>st</sup> Street, Suite 2130, Miami, Florida 33128- 1909, Certificate(s) of Insurance which indicate that insurance coverage has been obtained. 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 of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent subject to the approval of the County's Risk Management Division.
- 3.2.2 Certificate of Insurance: The Consultant shall furnish certificates of insurance to the County prior to commencing any operations. Certificates shall clearly indicate that the Architect/ Engineer have obtained insurance, in the type and amount as required for strict compliance with this article. Certificates must provide that, in the event of any material change in or cancellation of the policies reflecting the required coverage, advance notice shall be given in accordance with the policy provisions to the County's Risk Management Division.
- 3.2.3 Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the Services, in amounts not less than \$ 300,000 combined single limit per occurrence for bodily injury and property damage.
- 3.2.4 Professional Liability Insurance;  
Construction cost -under \$1,000,000:  
Professional Liability Insurance in an amount not less than \$250,000.  
Construction cost -\$1,000,000 - \$2,000,000:  
Professional Liability Insurance in an amount not less than \$500,000.

- 3.2.5 Worker's Compensation Insurance for all employees of the Consultant in compliance with Florida Statutes, Chapter 440.
- 3.2.6 Commercial General Liability Insurance in an amount not less than \$300,000 per occurrence combined single limit for bodily injury and property damage. Miami-Dade County shall be shown as an additional insured with respect to this coverage.
- 3.2.7 Upon notice from the Internal Services Department (ISD), the Architect/ Engineer shall furnish the certificates of insurance to ISD within ten (10) days. Failure to furnish the certificates within the ten day period may result in forfeiting the assignment.
- 3.2.8 Right to Examine: The County reserves the right, upon reasonable notice, to examine the original or true copies of policies of insurance (including but not limited to binders, amendments, exclusions, riders and applications) to determine the true extent of coverage. The Consultant agrees to permit such inspection at the offices of the County.
- 3.2.9 Compliance: Compliance with the requirement of this Article shall not relieve the Consultant of its liability under any other portion of this Agreement or any other agreement between the County and the Consultant.
- 3.3 AMENDMENTS:  
This agreement shall not be amended, changed, modified, transferred or otherwise altered in any particular manner, at any time after the execution hereof, except by the County Mayor or by appropriate resolution of the Board of County Commissioners. The County may, from time to time, make amendments or modifications to this Agreement to comply with the current needs of the County. All such amendments shall be presented in writing and executed by both parties. The failure or refusal by the Consultant to execute a modification may result in the Consultant's removal from consideration for future work under this program.
- 3.4 SUCCESSORS AND ASSIGNS:  
The Consultant and the County each binds himself/herself, his/her partners, successors, legal representatives and assigns to the other party of the Agreement and to the partners, successors, legal representatives, and assigns of such party in respect to all covenants of this Agreement. The Consultant shall afford the County the opportunity to approve or reject all proposed assignees, successors or other changes in the ownership structure and composition of the Consultant. Failure to do so constitutes a breach of this Agreement by the Consultant.
- 3.5 PROVISION OF ITEMS NECESSARY TO COMPLETE SERVICES:  
In the performance of the Services prescribed herein, it shall be the responsibility of the Consultant to provide all salaries, wages, materials, equipment, sub-consultants and other purchased services, etc., necessary to complete said Services.
- 3.6 SUB-CONSULTANTS:  
All services provided by the Sub-consultants shall be pursuant to appropriate agreements between the Consultant and Sub-consultants which shall contain provisions that preserve and protect the rights of the County and the Consultant under this Agreement, and which impose no responsibilities or liabilities on the County except as herein provided.

All Sub-consultants contracted by the Consultant must be an approved participant as set forth in the Proposal submittal attached hereto as Exhibit \_\_\_\_\_, and each sub consultant shall maintain all required technical certifications throughout the term of this Agreement. Should Consultant desire to use a new Subconsultant not previously approved by the County or set forth in the Proposal, the new proposed subconsultant shall have the, equal, or better certifications and shall be subject to the prior approval of the County.

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

The Consultant with the County's approval may employ specialty consultants to assist the Consultant performing specialized services.

### 3.7 CONSULTANT RESPONSIBILITIES:

The Consultant is responsible for the professional quality, technical accuracy, completeness, performance and coordination of all work required under the Agreement including the work performed by Sub-consultants, within the specified item period and specified cost. The Consultant shall perform the work utilizing the best skill, knowledge, and judgement possessed and used by a proficient professional Consultant with respect to the disciplines required for the performance of the work in the State of Florida. The Consultant is responsible for, and represents that the work conforms to the Owner's requirements as set forth in the Agreement. The Consultant shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Consultant's professional judgment with respect to this Project.

3.7.1 Service Orders: Shall be in accordance with any Ordinance, Resolution, Implementing Order, Administrative Order, and policy and procedure in effect at the time of a Service Order is issued. Each Service Order shall be negotiated in good faith between the User and the Consultant. RESERVED

### 3.8 TERM OF AGREEMENT:

The term of this Agreement shall begin upon execution by the parties and shall be in effect until \_\_\_\_\_ or until those Services Orders in force at the end of the stated period of time have been completed and the Services accepted, whichever may be later.

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

The County Mayor or Mayor's designee has the authority to extend this Agreement for [     ], if necessary, to complete the scope of Services.

3.8.1 Time for Performance: The Consultant agrees to provide the Owner, as LEED part of Basic Services and within 7 days from receipt of a written request from the County for same, a detailed schedule, provided in Excel, or Microsoft Project, acceptable to the County showing the time allocated for each Phase of the Services for each of

the Project Elements. The schedule for performance of the Services shall be mutually agreed between the Consultant and the Owner prior to the commencement of the Services. A reasonable extension of time for completion of various Phases will be granted by the County should there be a delay on the part of the County in fulfilling its part of the Agreement stated herein. Such extension of time shall not be cause for any claim by the Consultant for extra compensation.

- 3.8.2 If an Event of Deficiency occurs, and should there be no resolution to said deficiencies by the Consultant through the established meetings and agendas, the County shall notify the Consultant through a formal "Notice of Deficiency", specifying the basis for such deficiency, and advising the Consultant that such deficiency must be cured immediately or the project assignment may be terminated. The Consultant can cure and rectify the deficiency, to the County's reasonable satisfaction as confirmed through County's written approval, within thirty (30) days of actual notice of the Notice of Deficiency (the "Cure Period").

Failure to respond or comply with the plan for correction of deficiencies by the Consultant group within the allotted time shall result in a formal Notice to Cure. This formal Notice To Cure is the County's last step and the Consultant group's last opportunity to cure any defects or failures in the Consultant group's performance prior to the County's formal Termination For Default Notice.

If the Consultant fails to comply with the provisions of this Agreement, the County may declare the Consultant in default by ten (10) 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 incomplete professional services, the Consultant shall return such sums to the County within ten (10) days after receipt of written notice that said sums are due. At the Director's discretion, the Consultant shall not be compensated for professional services that have been performed but not completed by the time the Director declares a default.

- 3.8.3 Delay in Performance: If the Consultant is delayed in performing any obligation under this Agreement due to a force majeure or inevitable accident or occurrence, the Consultant shall request a time extension from the Department Director within five (5) working days of said force majeure or inevitable accident or occurrence. Any time extension shall be subject to mutual agreement and shall not be cause for any claim by the Consultant for extra compensation unless additional services are required. Force majeure shall mean an act of God, epidemic, fire, explosion, hurricane, flood or similar occurrence, civil disturbance or similar occurrence, which has had, or may reasonably be expected to have a material adverse effect on the rights and obligations under this Agreement, and which, by the exercise of due diligence, such parties shall not have been able to avoid. Such acts or events DO NOT INCLUDE inclement weather (except as noted above) or the acts or omissions of Sub consultants/subcontractors, etc.

- 3.8.4 Emergency Response: The Director of the User or his authorized designee, shall issue written authorization to proceed to the Consultant for each section of the work to be performed at assigned sites. In case of emergency, as determined by the County, the Director reserves the right to issue verbal authorization to the Consultant with the understanding that a cost proposal shall be submitted by the



Consultant immediately thereafter. The Consultant shall be given notice (which may be amended from time to time as applicable) regarding persons who are the authorized designees of the Director for the purposes of this Agreement.

### 3.9 TERMINATION OF AGREEMENT:

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

3.9.1 County's Termination for Cause: The County may, at its sole election, terminate this Agreement or any Service Order upon seven (7) days written notice for cause in the event that the Consultant is found not in compliance with the guiding legislation, violates any provisions of this Agreement, or performs same in bad faith, or unreasonably delays the performance of the Services. Such written notice to the Consultant shall spell out the cause and provide reasonable time in the notification to remedy the cause.

In the event the County terminates this Agreement for cause, the County will take over any and all documents resulting from Services rendered up to the termination and may complete them, by contracting with other architect(s), engineer(s) or otherwise, and in such event, the Consultant shall be liable to the County for any additional cost incurred by the County due to such termination. "Additional Cost" is defined as the difference between the actual cost of completion of such incomplete Services and the cost of completion of such Services which would have resulted from payments to the Consultant hereunder had the Agreement not been terminated. Upon receipt of written Notice of Termination, the Consultant shall, when directed by the County, promptly assemble and submit as provided herein or as required in any Service Order issued hereunder, all documents including drawings, calculations, specifications, reports, correspondence, and all other relevant materials affected by such termination. No payments shall be made: 1) for Services not satisfactorily performed; and 2) for the cost of assembly and submittal of documents for services performed satisfactorily or unsatisfactorily. In the event termination for cause is determined to have been inappropriate, the termination shall automatically convert to a termination for convenience.

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

3.9.3 Consultant's Termination for Cause: The Consultant may terminate this Agreement upon thirty (30) days written notice for cause in the event that the County violates any provisions of this Agreement. Such written notice to the County shall spell out the cause and provide reasonable time in the notification to remedy the cause. In the event the Consultant exercises its right to terminate this Agreement for cause,

payment for Services satisfactorily performed prior to the date of termination shall be made in accordance with the article, "Compensation for Services".

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

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

3.9.5 Compensation for Terminated Work: Compensation for terminated work will be made based on the applicable provisions of the article "Compensation for Services".

### 3.10 INTENT OF AGREEMENT:

3.10.1 The intent of the Agreement is for the Consultant to provide basic services, and to include all necessary items for the proper completion of such services. for a functional project which, when constructed in accordance with the design, will be able to be used by the County for its intended purpose. The Consultant shall perform, as Basic Services, such incidental work, which may not be specifically referenced, as necessary to complete the Project.

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

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

3.11 ANNULMENT:

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

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

Proposal and contract documents shall provide that, notwithstanding any other penalties for firms that have discriminated in violation of Article VII of Chapter 11A of the Code, the County may terminate the contract or require the termination or cancellation of the Sub-consultant agreements. 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 or Policy and Procedures may result in the imposition of one or more of the sanctions listed in the A.O.

3.13 ACCOUNTING RECORDS OF CONSULTANT:

The County reserves the right to audit the accounts and records of the Consultant including, but not limited to, payroll records and Federal Tax return, supporting all payments for Services hereunder on the basis of Multiple of Direct Salaries and Reimbursement of Actual Expenses incurred. Such audit may take place at any mutually convenient time during the performance of this Agreement and for three (3) years after final payment under this Agreement. The Architect/ Engineer shall maintain, as part of its regular accounting system, records of a nature and in a sufficient degree or detail to enable such audit to determine the personnel hours and personnel costs and other expenses associated with each Project and/or task authorized for performance by Service Order(s). In accordance with Florida Statute 287.055, 5(a), the A/E firm hereby certifies and warrants that wage rates and other factual unit costs, as submitted in support of the compensation provided are accurate, complete and current as of the date of this Agreement. It is further agreed that said compensation shall be adjusted to exclude any significant costs where the COUNTY shall determine that the contract price of services was increased due to inaccurate, incomplete or unclear wage rates or other factual unit costs. All such contract compensation adjustments shall be made within one (1) year from the date of final billing or acceptance of the work by the COUNTY, or one (1) following the end of the contract, whichever is later.

3.14 ERRORS AND OMISSIONS:

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

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

any of the Owner's rights under the Agreement or of any cause of action arising out of the performance of the Agreement.

- 3.14.3 The Consultant and its Sub-consultants shall be and remain liable to the Owner in accordance with applicable law for all damages to the Owner caused by any failure of the Consultant or its Sub-consultants to comply with the terms and conditions of the Agreement or by the Consultant's or Sub-consultants' misconduct, unlawful acts, negligent acts, errors or omissions in the performance of the Agreement. With respect to the performance of work by Sub-consultants, the Consultant shall, in approving and accepting such work, ensure the professional quality, completeness, and coordination of Sub-consultant's work.
- 3.14.4 The Consultant, to the extent of its failure to perform in accordance with the standard of care set forth in this Agreement, shall be responsible for deficient, defective services and any costs associated with the resulting deficient, defective construction services re-performed within twelve (12) months following final acceptance and shall be subject to further re-performance, repair and replacement for an additional twelve (12) months.
- 3.14.5 Should the Consultant disagree that all or part of such damages are the result of errors, omissions, or any combination thereof, the Consultant may appeal this determination in writing to the Department Director. The Department Director's decision on all claims, questions and disputes shall be final, conclusive and binding upon the parties hereto unless such determination is clearly arbitrary or unreasonable. In the event that the Consultant does not agree with the decision of the Department Director, the Consultant shall present any such objections in writing to the County Mayor. The Department and the Consultant shall abide by the decision of the County Mayor. The Consultant shall continue to perform under the Agreement and follow the Director's direction during the time a dispute is being resolved. This paragraph does not constitute a waiver of any party's right to proceed in a court of competent jurisdiction, after the above administrative remedies have been exhausted.

### 3.15 OWNERSHIP OF DOCUMENTS AND COPYRIGHTS:

- 3.15.1 All notes, correspondence, documents, designs, drawings, renderings, calculations, specifications, models, photographs, reports, surveys, investigations, and any other documents and copyrights thereto for Services performed or produced in the performance of this Agreement, whether in paper or other hard copy medium or in electronic medium, shall become the property of the County; however, the County may grant to the Consultant 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 specifically grants to the Owner and any other entity authorized by Owner, the right to photograph or otherwise reproduce images of the Project, or of any representations of the Project which Consultant may produce pursuant to this Agreement.
- 3.15.2 The Consultant is permitted to reproduce copyrighted material described above subject to written approval from the County. Nothing contained herein shall be

deemed to exclude any document from the provisions of Chapter 119 of the Florida Statutes.

- 3.15.3 At the County's option, the Consultant may be authorized by Service Order to adapt copyrighted material for additional or other work for the County; however, payment to the Consultant for such adaptations will be limited to an amount not greater than 50% of the original fee earned to adapt the original copyrighted material to a new site.
- 3.15.4 The County shall have the right to modify the Project or any components thereof without permission from the Consultant or without any additional compensation to the Consultant. The Consultant shall be released from any liability resulting from such modification.
- 3.15.5 The Consultant shall bind all Sub-consultants to the Agreement requirements for re-use of plans and specifications.
- 3.15.6 Consultant warrants that the tangible objects it delivers to the Owner pursuant to this Agreement are original work of the Consultant and that Consultant owns the copyright and all other reproduction, trademark, trade dress or other intellectual property rights to the work. Consultant will, to the fullest extent of the law, hold harmless, indemnify and defend Owner and its officers, employees and agents from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees and costs through and including final disposition, arising out of or resulting from claims of copyright infringement or violation of trademark or trade dress arising out of Owner's use of the Consultant's tangible work as authorized pursuant to this Agreement.

### 3.16 LAWS AND REGULATIONS:

- 3.16.1 The Consultant shall, during the term of this Agreement, be governed by Federal, State and Miami-Dade County Laws, Regulatory Orders, County Codes and Resolutions and Policies and Procedures, which may have a bearing on the Services involved in this Project. The Department will assist the Consultant in obtaining copies of the Miami-Dade County Codes, Regulatory Orders and Resolutions.
- 3.16.2 The Agreement shall be governed by the laws of the State of Florida and may be enforced in a court of competent jurisdiction in Miami-Dade County, Florida.
- 3.16.3 In accordance with Florida Statutes 119.071 (3) (b) 1., all building plans, blueprints, schematic drawings, and diagrams, including draft, preliminary, and final formats, are exempt from the provisions of Florida Statutes Section 119.071(1) and s. 24(a), Article I of the State Constitution. Information made exempt by this paragraph, with prior approval from the Department, may be disclosed to another entity to perform its duties and responsibilities; to a licensed architect, engineer, or contractor who is performing work on or related to the project; or upon a showing of good cause before a court of competent jurisdiction. The entities or persons receiving such information shall maintain the exempt status of the information.
  - 3.16.3.1 In addition to the above requirements in this sub-article, the Consultant agrees to abide by all federal, state, and County procedures, as may be

amended from time to time, by which the documents are handled, copied, and distributed which may include but is not limited to each employee of the Consultant and Sub-consultant(s) that will be involved in the project, shall sign an agreement stating that they will not copy, duplicate, or distribute the documents unless authorized by the County.

3.16.3.2 The Consultant shall comply with all applicable federal laws, state laws and municipal laws, mixed- finance regulations, Public and Indian Housing (PIH) notices, directives of HUD, and HUD's general conditions for construction, applicable professional standards, County orders, ordinances, rules and regulations which may pertain to this Project, including but not limited to the Federal Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards as set forth in 2 CFR part 200 and 24 CFR Part 963 as further explained in HUD Handbook 7460.8 Rev. 1.

3.16.4 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.

### 3.17 CORRECTIONS TO CONTRACT DOCUMENTS:

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

### 3.18 WARRANTY:

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

The Consultant certifies and agrees that no companies or persons, other than bona fide employees working solely for the Consultant or the Consultant's subconsultants, have been retained or employed to solicit or secure this Agreement or have been paid or guaranteed payment of any fees, commissions, percentage fees, gifts or any other considerations contingent upon or resulting from the award or making of this Agreement. The Consultant also certifies and agrees that no County personnel, whether a full-time or part-time employee, has or shall be retained or employed in any capacity, by the Consultant or the Consultant's subconsultants, to accomplish the work contemplated under the terms of this Agreement. The County shall not pay the Consultant for any work performed by the County's employees.

3.19 COUNTY REPRESENTATIVE:

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

3.20 ENTIRETY OF AGREEMENT:

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

3.21 NON-EXCLUSIVITY:

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

3.22 BABY DIAPER CHANGING ACCOMMODATIONS:

Where in public areas, the Consultant agrees to incorporate as part of any design for this project baby diaper-changing accommodations accessible to both women and men, in accordance with Miami-Dade County Resolution No. R-1337-98.

3.23 CONTINUED ENGAGEMENT OF CRITICAL PERSONNEL:

In accordance with County Resolution No. 744-00, the Consultant shall identify as part of the proposal the specific technical or professional personnel to perform the necessary services and will be made part of the work authorization. Such personnel shall not be replaced except when Miami-Dade County determines, in its discretion, that the proposed replacement personnel has equal or greater qualifications or capabilities to perform the necessary services.

3.24 CONSULTANT RESPONSIBILITY:

3.24.1 The Consultant is responsible for the professional quality, technical accuracy, completeness, performance and coordination of all work required under the Agreement including the work performed by its agents, servants, partners, principals officers, employees, instrumentalities and Sub-consultants, within the specified time period and specified cost. The Consultant shall perform the work utilizing the skill, knowledge and judgment ordinarily possessed and used by a proficient consulting Consultant with respect to the disciplines required for the performance of the work in the State of Florida. The Consultant is responsible for, and represents that the work conforms to County's requirements as set forth in the Agreement. The Consultant shall be and remain liable to the County for all damages to the County caused by the Consultant's negligent acts or errors or omissions in the performance of the work. In addition to all other rights and remedies, which the County may have, the Consultant shall, at its expense, re-perform the services to correct any deficiencies, which result from the Consultant's failure to perform in accordance

with the above standards. The Consultant shall also be liable for the replacement or repair of any defective materials and equipment and re-performance of any non-conforming construction services resulting from such deficient Consultant services for a period from the commencement of this Agreement until twenty four (24) months following final acceptance of the Work and for the period of design liability required by applicable law. The County shall notify the Consultant in writing of any deficiencies and shall approve the method and timing of the corrections. Neither the County's inspection, review, approval or acceptance of, nor payment for, any of the work required under the Agreement shall be construed to relieve the Consultant or any Sub-consultant of its obligations and responsibilities under the Agreement, nor constitute a waiver of any of the County's rights under the Agreement or of any cause of action arising out of the performance of the Agreement. The Consultant and its Sub-consultants shall be and remain liable to the County in accordance with applicable law for all damages to County caused by any failure of the Consultant or its Sub-consultants to comply with the terms and conditions of the Agreement or by the Consultant's or Sub-consultants' misconduct, unlawful acts, negligent acts, errors or omissions in the performance of the Agreement. With respect to the performance of work by Sub-consultants, the Consultant shall, in approving and accepting such work, ensure the professional quality, completeness, and coordination of Sub-consultant's work.

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

3.25 CONSULTANT PERFORMANCE EVALUATION:

In accordance with Administrative Order 3-39 entitled "Standard Process for Construction of Capital Improvements, Acquisition of Professional Services, Construction Contracting, Change Orders, and Reporting", the Consultant is advised that at a minimum, a performance evaluation of the services rendered throughout this Agreement at the conclusion of the services rendered, will be completed by the County and kept in Miami-Dade County files for evaluation of future solicitations.

3.26 ETHICS LANGUAGE:

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

3.27 FINANCIAL DISCLOSURE:

The Consultant shall comply with the financial disclosure requirements of Ordinance No. 77-13, as amended, by having on file or filing within thirty (30) days of the execution of the Agreement one of the following with the Supervisor of the Miami-Dade County Elections Department, 2700 NW 87<sup>th</sup> Avenue, Miami, Florida 33172 and every year thereafter by noon July 1<sup>st</sup>.



- A. A source of income statement
- B. A current certified financial statement
- C. A copy of the Architect's/Engineer's current Federal Income Tax Return

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

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

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

3.28.3 Upon ten (10) days written notice to the Contractor shall make all requested records and documents available to the Inspector General for inspection and copying. The Inspector General shall have the right to inspect and copy all documents and records in the (Contractor/Vendor/Consultant's) possession, custody or control which in the Inspector General's sole judgment, pertain to performance of the contract, including, but not limited to original estimate files, change order estimate files, worksheets, proposals and agreements from and with successful subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, (bid/proposal) and contract documents, back-charge documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records and supporting documentation for the aforesaid documents and records. Any reasonable and necessary copies required by the IG shall be made at the IG's expense.

3.28.4 The Contractor shall make available at its office at all reasonable times the records, materials, and other evidence regarding the acquisition (bid preparation) and

performance of this contract, for examination, audit, or reproduction, until three (3) years after final payment under this contract or for any longer period required by statute or by other clauses of this contract. In addition:

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

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

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

3.28.7 Exception: The above application of one quarter (1/4) of one percent fee assessment shall not apply to the following contracts: (a) IPSIG contracts; (b) contracts for legal services; (c) contracts for financial advisory services; (d) auditing contracts; (e) facility rentals and lease agreements; (f) concessions and other rental agreements; (g) insurance contracts; (h) revenue-generating contracts; (i) contracts where an IPSIG is assigned at the time the contract is approved by the Trust; (j) professional service agreements under \$1,000; (k) management agreements; (l) small purchase orders as defined in Miami-Dade County Administrative Order 3-2; (m) federal, state and local government-funded grants; and (n) interlocal agreements. Nothing contained above shall in any way limit the powers of the Inspector General to perform audits on all Trust contracts including, but not limited to, those contracts specifically exempted above.

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

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

3.28.10 Upon (10) ten days written notice to Contractor from an IPSIG, the Contractor shall make all requested records and documents available to the IPSIG for inspection and copying. The IPSIG shall have the right to examine all documents and records in the Contractor's possession, custody or control which in the IPSIG's sole judgment pertain to performance of the Contract, including but not limited to original estimate files, bid and change order estimates, worksheets, proposals and agreements from and with successful and unsuccessful subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, bid and contract documents, back-charge document, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records, and supporting documentation for the aforesaid documents and records.

## **ARTICLE 4 - BASIC SERVICES**

### **4.1 START OF WORK:**

No Services under this Agreement shall be performed by the Consultant prior to the receipt of an appropriate Service Order. Each Service Order shall specify whether the Services detailed therein are part of Basic Services, Additional Services, or Work Site Services.

### **4.2 BASIC SERVICES SCHEDULE AND SUMMARY:**

The Consultant agrees to furnish or cause to be furnished to the extent authorized by Service Order all architectural and engineering professional services, as further specified below, designated as Basic Services, in the Phases delineated and described herein unless modified by the Service Order, for the design, construction Work Related Services, and satisfactory completion of the Project. The Consultant shall be solely responsible for correction of any errors, omissions and/or ambiguities, as determined by the County/Project Manager, resulting from the Services.

The Florida Building Code may be amended from time-to-time during the term of this Agreement and is hereby made a part of this agreement by reference. It is also expressly understood by both parties to this agreement that where this agreement references specific sections of the Code, and should the numbering of those referenced sections be changed in the Code during the term of this agreement or any extensions thereto, the references shall continue to the new numbering scheme in the Code.

#### **4.2.1 CONSULTANT BASIC SERVICES:**

Basic Services as described herein:

Phase 1A - Programming and/or Studies

Phase 1B - Schematic Design

The Consultant agrees to provide complete professional architectural services as set forth in Phase 1A & 1B enumerated hereinafter, inclusive but not limited to, programming/planning, conceptual and schematic design, this Project solicitation and Service Order. Consultant is to review related current zoning requirements, and coordinate with the Agencies/Cities having jurisdiction to consider double density, and FAA (when required), and as required per Service Order. The Consultant shall maintain an adequate staff of qualified personnel on the work at all times to ensure its performance as specified in the applicable authorization to proceed within the time and budget allowed.

- 4.2.1.1 Phase IA & 1B - Programming and or Studies and Schematic Design. These are defined as basic services as applicable depending of the type of service requested. The Consultant shall confer with the User to establish the program requirement for each work assignment.
- 4.2.1.2 The Consultant shall proceed with the work upon issuance of a work authorization by the County. The Consultant shall confer with representatives of the County to establish, as applicable, a detailed scope of services and deliverables within the allocated funds. If the statement of Probable Construction Costs statement of Probable Construction Costs exceeds allocated funds, the Consultant shall, at no additional cost to the County, prepare recommendations for reducing the scope of the project and re-design as necessary in order to bring the estimated costs within allocated funds.
- 4.2.1.3 The Engineer's Probable Construction Cost (including construction contingency allowance), listed by specification sections or unit prices, shall include any adjustments necessary for projected award dates, changes in requirements, or general market conditions. No further progress payment shall be made should the Probable Construction Cost in any phase exceed the Budget, until an alternate design is provided at no additional compensation, to bring the cost within the Project Budget limitations.

In the event that the Probable Construction Cost of each facility continues to exceed the Owner-established budget, the Consultant shall, at no additional cost, prepare a prioritized list of work packages for the funded and unfunded scope, with itemized associated costs, for each facility such that the Owner may be able to make informed decisions regarding any additional funding needed.

- 4.2.1.4 Project Budget: The Consultant shall examine in detail, the estimated construction costs furnished by the County. Should this cost verification reveal serious discrepancies and/or deficiencies which would impact the Project and its subsequent stages of development, the Consultant shall inform the County in writing as to the adequacy of the funds required to complete the Project through the construction phase.
- 4.2.1.5 The Consultant shall submit a reproducible set of all documents in electronic format acceptable to the User and a minimum of two and a maximum of five hard copies of documents (as determined by the User) required under each Phase, without additional charge, for review and approval by the County. The Consultant shall not proceed with the next Phase of the project until issuance of a work authorization by the County.
- 4.2.1.6 The Consultant agrees to provide complete professional engineering services as set forth herein. The Consultant shall maintain an adequate staff of qualified personnel on the Work at all times to ensure its performance as specified in the applicable Service Order within the time and budget allowed.
- 4.2.1.7 The Consultant shall prepare engineering studies and summary reports including necessary sketches and photography.
- 4.2.1.8 The Consultant shall furnish or cause to be furnished all professional design services prescribed in this Agreement and all other services normally required. Services

shall also include: the design of interface facilities for Art-in-Public Places and the coordination of such design with the appropriate agencies.

- 4.2.1.9 It shall be the responsibility of the Consultant to follow and be responsive to the technical and schedule guidance and oversight furnished by the Project Manager.
- 4.2.1.10 Throughout all Phases of the Basic Services, the Consultant shall coordinate its Services with other County provided consultants.
- 4.2.1.11 Throughout all phases of the Basic Services, all drawings shall be produced by computer and the electronic submittal required under this contract shall consist of the digital plot files and digital working files in AUTOCAD Map 2000i format with files maintained on compact disks or as otherwise requested by the contracting department.

County retains all rights to further use of all electronic drawings as well as blocks, line-types, layering convention and any other information contained in the electronic drawings that are needed to reproduce the drawings in the construction document set. If another software package is used to produce the drawings, the A/E is responsible for the conversion to an AUTOCAD format as stated above and must fix any anomalies in the electronic drawing before submitting the electronic drawings and submit all drawings utilizing County drawing layer scheme. This information can be obtained through County's Technical Support.

- 4.2.1.12 The Consultant shall submit hard and electronic format (as specified herein or otherwise by County) copies of all documents required under each Phase for review, comments and approval by the County. The number of copies and the distribution of those copies shall be specified in the Service Order for each Phase.

#### 4.3 PHASE 1A – PROGRAMMING AND/OR STUDIES

- 4.3.1 The Owner may issue a Service Order to prepare any necessary programming and/or studies.

#### 4.4 PHASE 1B – SCHEMATIC DESIGN DOCUMENTS:

- 4.4.1 Upon the written confirmation of the Consultant that all elements of the Project have been identified, the Owner may issue a Service Order to prepare the Schematic Design Documents.
- 4.4.2 The Consultant shall review the verified Program with the Owner's representatives, lessees (if applicable), and all agencies and other governmental authorities having permitting or other approval authority with respect to the Project. Project Elements or components, as well as suggestions of such agencies or lessees (if applicable) regarding required procedures, are to be followed. Upon completion of the agency(ies) reviews, the Consultant shall detail in writing the recommendation of the agency(ies) to the Owner and shall modify the suggested plan as appropriate and resubmit it to the Owner for review, further modifications, and for approval and agreement by the Owner. As a part of this Phase, the Consultant shall prepare and submit the Phase 1B deliverables including but not limited to the following listed items.

- 4.4.3 Site Plan: A site plan(s) of the Project, at a scale to be specified by the Owner showing the Project Elements, existing facilities, and proposed projects pertinent to or interfacing with other projects and with the remainder of the Basic Services under this Agreement. Site plans shall, at a minimum, include circulation patterns, a zoning analysis and identification of any special site or environmental requirements affecting the site.
- 4.4.4 Schematic Design Studies: The Schematic Design studies shall consist of all plans, elevations, sections, perspectives, high quality renderings (exterior of building / interiors), models, etc., as required to show the scale and relationship of the design concept to surrounding facilities and other Project Elements plus a narrative report setting forth in appropriate detail the criteria to be used in preparing the Contract Documents for the Project Elements. These Schematic Design studies are preliminary in nature and scope. They shall be further defined, and amplifying details shall be developed by the Consultant during subsequent phases of the Basic Services.
- 4.4.5 Design shall meet the minimum level for LEED Certification.

4.4 MEETINGS:

- 4.4.1 As part of providing the Basic Services, the Consultant shall attend all meetings wherein information relating to the Basic Services is discussed, and shall provide consultation to the County regarding such information. These meetings shall include, but shall not necessarily be limited to, regularly scheduled monthly meetings concerning design coordination, and such other meetings, whether regularly scheduled or specially called, as may be necessary to enable the Consultant to coordinate his Services with, and provide information to and/or obtain information from, the County, its Consultant and contractors, and all others with whom coordination or liaison must take place in order to fulfill the intent and purposes of this Agreement and the Contract Documents. Unless otherwise directed by the County, the Consultant shall prepare and disseminate in a timely manner meeting notices and agenda, briefing materials, meeting minutes, meeting reports, etc., appropriate to such meetings.

Should the Consultant fail to perform these services in a timely manner or in accordance with the requisite standard of care and cause a delay in the progress of the Work, the Consultant shall be responsible for any resulting damages to the County.

**ARTICLE 5 - ADDITIONAL AND WORK SITE SERVICES**

5.1 AUTHORIZATION:

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

5.2 ADDITIONAL SERVICES:

Additional Services listed below are beyond the requirements for Basic Services under

this Agreement and shall be performed upon receipt of a Service Order, and will be compensated for as provided under Article 8, Section 8.02.

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

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

If any independent engineering, testing laboratory or surveyor is employed by the Consultant to perform any or all of the requested additional services, the Consultant shall obtain the County's approval of the use of and the fees for such independent engineering, testing laboratory or surveyor prior to commencing such work. Verification of the work performed by such Sub-consultant(s) and the cost associated therewith shall be the sole responsibility of the Consultant and not compensable by the County.

5.2.3 Extended assistance requested in writing by the County beyond that provided under Basic Services for start-up, testing, adjusting, balancing and acceptance by the County of any equipment or system; extended training of County personnel in operation and maintenance of equipment and systems; and preparation of operating and maintenance manuals, other than those provided by the Contractor, subcontractors, or manufacturer, in accordance with the Contract Documents.

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

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

## **ARTICLE 6 - SUB-CONSULTANTS**

### **6.1 SUB-CONSULTANTS' RELATIONS:**

6.1.1 All services provided by the Sub-consultants shall be pursuant to appropriate agreements between the Consultant and Sub-consultants which shall contain provisions that preserve and protect the rights of the County and the Consultant under this Agreement, and which impose no responsibilities or liabilities on the County except as herein provided.

6.1.2 The Consultant shall not change any Sub-consultant without the County's approval. The Consultant shall submit a written request stating the reasons for the proposed

change and be routed through the User's project manager or department head for approval.

Sub-Consultants Name:

- Biscayne Engineering Co Inc
- HP Consultant Inc
- Langan Engineering & Environmental Services Inc
- Laura Llerena & Associates Inc
- TJJA Architects PA

6.1.3 RESERVED.

## 6.2 PROJECT MANAGEMENT:

6.2.1 The Department Director, or their designee shall act on behalf of the County in all matters pertaining to this Agreement. The Director for the County Agency requesting the services or his/her designee shall act on behalf of the County in all matters related to the specific work assignment and shall approve all work authorizations to the Consultant and all invoices for payment to the Consultant.

6.2.2 The Consultant shall have general responsibility for management of the work authorization assignment through all Phases of the work included in this Agreement. The Consultant shall meet with the designated County Department or User associated with the work authorization assignment to establish and/or review programmatic requirements and scope of project.

## **ARTICLE 7 - EQUAL EMPLOYMENT OPPORTUNITY AND AFFIRMATIVE ACTION**

### 7.1 EQUAL EMPLOYMENT OPPORTUNITY:

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

7.1.2 The Consultant agrees to post in conspicuous places, available to employees and



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

7.1.3 The Consultant shall assign responsibility to one of its officials to develop procedures that will assure that the policies of Equal Employment Opportunity and Affirmative Action are understood and implemented.

7.2 NONDISCRIMINATORY ACCESS TO PREMISES:

The Consultant, for itself, its personal representatives, successors in interest, and assigns, as part of the consideration hereof, does hereby covenant and agree as a covenant that: (1) no person on the grounds of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, marital status, familial status, gender identity, gender expression, sexual orientation, or actual or perceived status as a victim of domestic violence, dating violence or stalking shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of the premises; (2) that the Consultant shall use the premises in compliance with all other requirements imposed by or pursuant to the enforceable regulations of the Department of Transportation, as amended from time to time.

7.3 BREACH OF NONDISCRIMINATION COVENANTS:

In the event it has been determined that the Consultant has breached any enforceable nondiscrimination covenants contained in Section 7.1 Employment Discrimination and Section

7.4 NONDISCRIMINATORY:

Access to premises above, pursuant to the complaint procedures contained in the applicable Federal regulations, and the Consultant fails to comply with the sanctions and/or remedies which have been prescribed, the County shall have the right to terminate this Agreement pursuant to the Termination of Agreement section hereof.

7.5 NONDISCRIMINATION:

During the performance of this Agreement, the Consultant agrees as follows: The Consultant shall, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, marital status, familial status, gender identity, gender expression, sexual orientation, or actual or perceived status as a victim of domestic violence, dating violence or stalking. The Consultant shall furnish all information and reports required by Executive order 11246 of September 24, 1965, as amended by Executive order 11375 and by rules, regulations, and orders of the Secretary of labor, or pursuant thereto, and will permit access to Consultant books, records, accounts by the County and Compliance Review Agencies for purposes of investigation to ascertain by the compliance with such rules, regulations, and orders. In the event of the Consultant's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, and orders, this Agreement may be cancelled, terminated, or suspended in whole or in part in accordance with the Termination

of Agreement section hereof and the Consultant may be declared ineligible for further contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 and such sanctions as may be imposed and remedies invoked as provided in Executive Order 11375 and such sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 as amended or by rules, regulations, and orders of the Secretary of Labor, or as otherwise provided by law. The Consultant will include Section 7.1 Employment Discrimination and Section 7.2 Nondiscriminatory Access to Premises of this Article in Consultant sub-contracts in excess of \$10,000.00, unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375, so that such provisions will be binding upon each sub-consultant.

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

**7.6 DISABILITY NONDISCRIMINATION AFFIDAVIT:**

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

**7.7 AFFIRMATIVE ACTION/NON DISCRIMINATION OF EMPLOYMENT, PROMOTION AND PROCUREMENT PRACTICES (County Code Section 2-8.1.5):**

In accordance with the requirements of County Code Section 2-8.1.5, all firms with annual gross revenues in excess of \$5 million seeking to contract with Miami-Dade County shall, as a condition of award, have a written Affirmative Action Plan and Procurement Policy on file with the County's Department of Business Development. Said firms must also submit, as a part of their proposals/bids to be filed with the Clerk of the Board, an appropriately completed and signed Affirmative Action Plan/Procurement Policy Affidavit.

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

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

## ARTICLE 8 - COMPENSATION FOR SERVICES

### 8.1 BASIC SERVICES FEE:

The County agrees to pay the Consultant, and the Consultant agrees to accept for Basic Services rendered pursuant to this Agreement, fees computed by one of the methods outlined under Sections 8.1.1 or 8.1.2 of this Agreement. The method to be used for any particular aspect of the Work shall be specifically set forth in the applicable Service Order. No payment will be made to the Consultant for Work performed without a Service Order nor by a method other than that specified in the Service Order.

#### 8.1.1 Fixed Sum

8.1.1.1 The Dollar Sum (negotiated per work authorization). Said sum hereinafter called the "Basic Fee" or total "Basic Compensation". Payment for Basic Services to be paid on a Fixed Sum may be requested monthly in proportion to services performed pursuant to the Service Order. All payments will be made on duly certified invoices stating that the Services for which payments requested have been performed per this Agreement.

#### 8.1.2 Multiple of Direct Salary Expense

8.1.2.1 Fees calculated on an hourly basis shall be a multiple of **(2.9)** times the salary rate of the personnel directly engaged on the project and in no case shall the maximum billable hourly (including multiples) exceed **(\$140.00)** per hour for prime and Sub-consultant except as specifically provided herein.

The rate for personnel shall be determined from the salaries reported to the Director of the Internal Revenue Service. Said fee shall be full compensation for supervision, overhead and profit.

8.1.3.2 Personnel directly engaged on the project by the Consultant may include Architects, Engineers, Designers, Job Captains, Draftspersons, Specification Writers, Field Accountants, Project Managers, Schedulers, and Inspectors engaged in construction, research, design, production of drawings, specifications and related documents, construction inspection and other services pertinent to the project during all phases thereof.

8.1.3.3 Multiple of Direct Salary Expense services fees shall not include charges for office rent or overhead expenses of any kind, including local telephone and utility charges, office/drafting supplies, depreciation of equipment, professional dues, subscriptions, reproductions of drawings and/or specifications, mailing, stenographic, clerical, or other employee time or travel. The multiple factor set forth above shall cover all such costs pertinent to the project. Authorized reproduction costs in excess of that required at each Phase of the Work shall be considered a Reimbursable Service as defined in Article 9 of this Agreement.

8.1.3.4 Fee for Design of Additive Alternates authorized by the County will be considered a Basic Service, and the fee for these alternates, will be calculated by one of the three methods outlined above and as mutually agreed by the County and the Consultant.

8.1.3.5 Fee for Design of Additive Alternates authorized by the County will be considered a Basic Service, and the fee for these alternates, will be calculated by one of the three methods outlined above and as mutually agreed by the County and the Consultant.

8.1.3.6 Payment for Basic Services to be paid on as a Multiple of Direct Salary may be requested monthly in accordance with the services performed in the prior month. All payments will be made on duly certified invoices stating that the Services for which payments requested have been performed per this Agreement.

8.1.3.7 Fees calculated on an hourly basis shall be a multiple of **(2.9)** times the salary rate of the personnel directly engaged on the project and in no case shall the maximum billable hourly (including multiples) exceed **(\$140.00)** per hour for prime and Sub-consultant except as specifically provided herein.

The rate for personnel shall be determined from the salaries reported to the Director of the Internal Revenue Service. Said fee shall be full compensation for supervision, overhead and profit.

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

Employee Name	Position	Hourly Rate	Job Responsibility	Category Title as defined in the agreement
Jason Hagopian, AIA	Principal/Senior Project Manager (PM)	\$140.00	QA/QC LEED	Quality Assurance Officer
	Architect/Registered/PM	\$135.00	Architecture	Sr. Architect
	Mechanical Engineer/Registered/PM	\$135.00	HVAC/FP	Sr. Engineer
	Civil Engineer/Registered/PM	\$135.00	Civil	Sr. Engineer
	Landscape Architect/Registered/PM	\$135.00		Sr. Architect
	Estimator/Scheduler	\$120.00		Estimator
	Junior Architect	\$90.00	AutoCAD/Arch	Jr. Architect
	Junior Engineer	\$90.00	AutoCAD/Elec	Jr. Engineer
	Junior Engineer	\$90.00	AutoCAD/HVAC	Jr. Engineer
	Junior Architect	\$80.00	AutoCAD Revit Operator / Electrical Media	CADD/Revit
	Clerical Administration	\$35.00		

Maximum rate compensation, including multipliers of direct salary, shall not exceed:  
\$140.00

8.2 PAYMENT FOR ADDITIONAL SERVICES:

The fee for Additional and Work Site Services authorized in accordance with the article “Additional and Construction Administration Services” of this Agreement will be computed by one of the following methods as mutually agreed to by the County and the Consultant:

- Fixed Lump Sum
- Multiple of Direct Salaries

8.2.1 Fixed Lump Sum: Under this compensation basis, the Consultant agrees to perform specifically described services for an agreed fixed dollar amount of compensation.

- 8.2.2 Multiple of Direct Salaries: Under this compensation basis, the Consultant is compensated for the time of personnel engaged directly in performing Services under this Agreement. The compensation to be paid shall consist of the Direct Salaries of such personnel, as reported to the Director of the United States Internal Revenue Services, times a multiple of such Direct Salaries. All payments on the Multiple of Direct Salaries basis shall be in accordance with the payment for Additional Services section of this Article. A not-to-exceed cap for the total fee for assignments given under this compensation basis shall be established prior to the issuance of the initial Services Order.
- 8.2.3 Consultant shall not invoice County for charges for office, rent or overhead expenses of any kind, including but not limited to, insurance, telephone (except long distance calls authorized by the County), and utility charges, office/drafting supplies, depreciation of equipment, professional dues, subscriptions, reproduction of drawings and/or specifications for internal use, mailing, stenographic, clerical, nor shall it invoice for other employee time or travel and subsistence not directly related to the Project. The multiple factor set forth above shall cover all such costs pertinent to the Project.
- 8.2.4 When Additional Services and Work Site Services are authorized as a Multiple of Direct Salaries, the Consultant shall submit the names, classification, salary rate per hour, applicable multiple, hours worked, and total charge for all personnel directly engaged on the project.
- 8.3 PAYMENT FOR REIMBURSABLE EXPENSES:  
Reimbursable Expenses as described in the article "Reimbursable Expenses" of this Agreement will be reimbursed based on a direct cost basis by the County as verified by appropriate bills, invoices or statements, along with supporting data necessary to substantiate costs for reimbursement.
- 8.4 INVOICES AND METHODS OF PAYMENT:  
The Consultant shall submit monthly to the Project Manager, two (2) copies of a duly certified invoice for payments due on account of the portion(s) of the Services performed and eligible for payment based upon the earned value measurement procedure contained in this agreement. A copy of the applicable Service Order shall accompany the original copy of the invoice. The format, content and submittal date of the invoice shall be as specified by the Project Manager. The Architect/ Engineer will meet monthly with the Project Manager to verify that the Consultant's reported progress and earned value is in accordance with the accepted project schedule. Monthly progress payments will be based on the monthly meeting with the Project Manager.

Provided there are no problems with an invoice, as determined by the Project Manager, it is the policy of Miami-Dade County that payment for all purchases by County agencies shall be made in a timely manner and that interest payments be made on late payments. In accordance with Florida Statutes, Section 218.74 and Section 2-8.1.4 of the Miami-Dade County Code, the time at which payment shall be due from the County shall be forty-five (45) days from receipt of a proper invoice. The time at which payment shall be due to small businesses shall be thirty (30) days from receipt of a proper invoice. The time at which payment shall be due to small businesses shall be thirty (30) days from receipt of a proper invoice. All payments due from the County, and not made within the time specified by this section, shall bear interest from thirty (30) days after the due date at the rate of one percent

(1%) per month on the unpaid balance. Further, proceedings to resolve disputes for payment of obligations shall be concluded by final written decision of the County Manager, or his or her designee(s), not later than sixty (60) days after the date on which the proper invoice was received by the County.

**8.5 PAYMENT TO SUB-CONSULTANTS:**

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

8.5.1 The CONSULTANT and its Sub-consultants shall be compensated at the flat rate of **\$XXX.XX** 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):

_____	_____
<b>Company Name</b>	<b>Contact Person Name</b>
_____	_____
<b>Company Name</b>	<b>Contact Person Name</b>
_____	_____
<b>Company Name</b>	<b>Contact Person Name</b>
_____	_____
<b>Company Name</b>	<b>Contact Person Name</b>
_____	_____
<b>Company Name</b>	<b>Contact Person Name</b>

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

**8.6 CONSEQUENCE FOR NON-PERFORMANCE:**

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

**8.7 PAYMENT FOR ABANDONED, TERMINATED OR SUSPENDED SERVICES:**

In the event of termination or suspension of the services or abandonment of a Project

Element(s) (including the failure of the County to advertise the Contract Documents for bids, or the County's failure to award a Contract for the Work on the basis of any such bids received, within the time limits set forth in this agreement) the Consultant shall be compensated as follows:

- 8.7.1 Payment for Services completed and approved prior to receipt by the Consultant of notice of abandonment of a Project Element, termination or suspension, for which payment has not yet been made to the Consultant by the County, shall be made in the same manner as would have been required had such abandonment of a Project Element, termination or suspension not occurred.
- 8.7.2 For Services partially completed and satisfactorily performed prior to receipt by the Consultant of notice of abandonment of a Project Element, termination or suspension, the Consultant shall be compensated on the basis of payment in same manner as would have been required had such abandonment of a Project Element, termination or suspension not occurred, adjusted to the level of completion portion of the service. A claim by the Consultant for compensation shall be supported by such data as the County may reasonably require. In no case shall fees for partially completed Services exceed the fees that would have been paid for such Services had they not been abandoned, terminated or suspended.
- 8.7.3 Upon payment to the Consultant for Service associated with abandoned, terminated or suspended Project Elements in accordance with this Article, the Consultant shall have no further claim for Services related to the abandoned, terminated or suspended Project Elements.
- 8.7.4 No payment shall be made by the County to the Consultant for loss of anticipated profit(s) from any abandoned, terminated or suspended Project Elements.

**8.8 MAXIMUM PAYABLE FOR ADDITIONAL SERVICES, AND REIMBURSABLE EXPENSES:**

The aggregate sum of all payments to the Consultant for Additional Services, and Reimbursable Expenses payable on a Project shall not exceed what is permissible, per Miami-Dade County Code Section 2-8.1. Any portion of this sum for which the Project Manager does not authorize payment in writing shall remain the property of County. This amount is intended to establish a cumulative fund to be used for Additional Services, Work Site Services and Reimbursable Expenses.

**ARTICLE 9 - REIMBURSABLE EXPENSES**

Any Reimbursable Expenses shall be approved by the County in advance and authorized by a Service Order.

- 9.1 Sub-consultants, when recommended by the Consultant, and approved by the County in writing, and when in the opinion of the Consultant, said Sub-consultant services are necessary of the accomplishment of the Services.
- 9.2 All printing and reproduction costs as specified herein and those costs in excess of that required under Basic Services. Such costs will be reimbursed at the same rate paid by the

County to its vendors. Printing costs for internal coordination, reviews and other in-house uses will not be reimbursed.

- 9.3 Travel expenses, if necessary, shall be reimbursed in accordance with Florida Statutes and Miami-Dade County Administrative Order No. 6-1.
- 9.4 Costs/Fees paid for securing approvals of authorities having jurisdiction over the work.
- 9.5 Costs for boundary and topographical surveys authorized by the County.
- 9.6 Costs for material testing authorized by the County.
- 9.7 Costs for mailing of bid documents (if required).
- 9.8 Courier services to deliver documents (if required).
- 9.9 Rental of specialized equipment and purchase of special instruments necessary for the efficient performance of the work, provided that such instruments remain the property of the County upon completion of the work and authorization was granted for the purchase by the County.
- 9.10 Items not listed shall be reviewed on a case-by-case basis and shall be approved in advance by the Director or his/her designee.

#### **ARTICLE 10 – PRESS RELEASE AND OTHER PUBLIC COMMUNICATION**

- 10.1 Under no circumstances shall the Consultant without the express written consent of the County:
  - A. Issue or permit to be issued any press release, advertisement or literature of any kind which refers to the County, or the Work being performed hereunder, unless the Consultant first obtains the written approval of the County. Such approval may be withheld if for any reason the County believes that the publication of such information would be harmful to the public interest or is in any way undesirable.
  - B. Communicate in any way with any contractor, department, board, agency, commission or other organization or any person whether governmental or private in connection with the services to be performed hereunder except upon prior written approval and instruction of the County
  - C. Except as may be required by law, the Consultant and its employees, agents, subcontractors and suppliers will not represent, directly or indirectly, that any product or service provided by the Consultant or such parties has been approved or endorsed by the County.

#### **ARTICLE 11 –PUBLIC RECORDS**

- 11.1 The Consultant shall comply with the Public Records Laws of the State of Florida, including by not limited to, (1) keeping and maintaining all public records that ordinarily and



necessarily would be required by the County in order to perform the service; (2) providing the County, upon the request from the County's custodian of public records identified herein, with a copy of the requested records or allow the public with access to the 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 the Florida Public Records Act, Miami-Dade County Administrative Order No. 4-48, 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 for the duration of this Agreement's term and following completion of the services under this Agreement if the Consultant does not transfer the records to County; and upon completion of the contract, transferring, at no cost, to the County, all public records in possession of the Consultant or keep and maintain public records required by the County to perform the service. If the Consultant transfers all public records to the County upon completion of this Agreement, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the contract, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County.

For purposes of this Article, the term "public records" shall mean all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business of the County.

**IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT**

**MIAMI-DADE PUBLIC HOUSING AND COMMUNITY DEVELOPMENT  
701 NW 1ST COURT, 16TH FLOOR  
MIAMI, FL 33136  
ATTENTION: Lizette Capote  
[Email: Lizette.Capote@miamidade.gov](mailto:Lizette.Capote@miamidade.gov)  
Telephone: (786) 469-4126.**

## **ARTICLE 12-SPECIAL PROVISIONS**

The following provisions are to be used AS APPLICABLE:

Contract Measures are not applicable to this contract, however, the consultant selected for a work assignment under this contract is required to comply with the specific local and federal guidelines applicable to the particular County Agency requesting the services of the consultant. The specific participation requirements shall be discussed by the individual Agency with the selected consultant and made a part of the service order for each project assignment.

**CONSULTANT (CORPORATION)**

**ATTEST:**  
Secretary: [Signature]  
(Signature and Seal)

CSA Central, Inc.  
(Legal Name of Corporation)

By: [Signature]  
(Consultant – Signature)

Roberto Leon, Sr. VP.  
(Type Name & Title)

**CONSULTANT (INDIVIDUAL, PARTNERSHIP OR JOINT VENTURE)**

\_\_\_\_\_  
(Legal Name)

Witness: \_\_\_\_\_

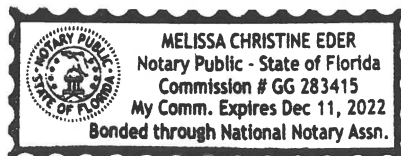
By: \_\_\_\_\_  
(Signature)

Witness: \_\_\_\_\_  
(Type Name)

\_\_\_\_\_  
(SSN or FEIN)

Notary Public: Melissa Eder  
(Signature and Stamp)

Dec. 11, 2022.  
(Expiration Date)



**MIAMI-DADE COUNTY, FLORIDA**

**ATTEST:**

\_\_\_\_\_, CLERK

BY: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Carlos A. Gimenez, Mayor

(Dade County Seal)

Approved as to form and legal sufficiency

\_\_\_\_\_  
Assistant County Attorney



# AFFIDAVITS





Miami-Dade County  
**Internal Services** Department  
**Affirmation of Vendor Affidavits**

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

Contract No. : \_\_\_\_\_ Federal Employer Identification Number (FEIN): 31-144 6286

**Affidavits and Legislation/ Governing Body**

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

Roberto Leon \_\_\_\_\_ Printed Name of Affiant  
sr. VP. \_\_\_\_\_ Printed Title of Affiant  
[Signature] \_\_\_\_\_ Signature of Affiant  
CSA Central, Inc. \_\_\_\_\_ Name of Firm  
02/20/2020 \_\_\_\_\_ Date  
8200 NW 91st St. Suite 305 Doral Florida \_\_\_\_\_ Address of Firm State  
33166 \_\_\_\_\_ Zip Code

**Notary Public Information**

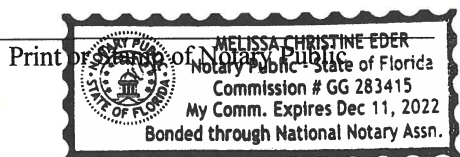
Notary Public – State of Florida County of Miami-Dade

**Subscribed and sworn to** (or affirmed) before me this 20 day of February, 2020

by Roberto Leon He or she is personally known to me  or has produced identification

Type of identification produced \_\_\_\_\_

Melissa Edner \_\_\_\_\_ Signature of Notary Public  
GG 283415 \_\_\_\_\_ Serial Number



Dec. 11, 2022 \_\_\_\_\_ Expiration Date

\_\_\_\_\_  
 Notary Public Seal

**SWORN STATEMENT UNDER SECTION 287.133(3)(a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

I understand that a "public entity crime" as defined in Paragraph 287.133(1) (g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

I understand that "convicted" or "conviction" as defined in Paragraph 287.133 (1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

A predecessor or successor of a person convicted of a public entity crime: or

An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in management of an entity.

I understand that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal or reply for a contract to provide any goods or services to a public entity, construction or repair of a public building or public work, lease of real property to a public entity or perform work as a contractor, supplier, subcontractor or consultant under a contract with a public entity and may not transact business with a public entity in excess of the threshold amount provided in Florida Statute section 287.017 for Category Two for a period of 36 months following the date of being placed on the convicted vendor list.

Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **[Please indicate which statement applies.]**

Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in either the management of the entity, or any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in either the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, **AND** **[Please indicate which additional statement applies.]**

There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. **[Please attach a copy of the final order.]**

The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. **[Please attach a copy of the final order.]**

\_\_\_\_\_ The person or affiliate has not been placed on convicted vendor list. [Please describe any action taken by or pending with the Florida Department of General Services.]

By: *Roberto Leon*  
Signature of Affiant

Roberto Leon, Sr. VP  
Printed Name of Affiant and Title

31-1/4/4/6/2/8/6  
Federal Employment Identification Number

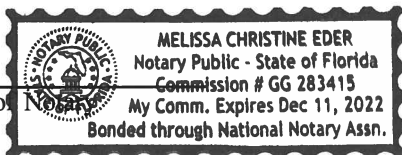
SUBSCRIBED AND SWORN TO (or affirmed) before me this 20 day of February, 2020

He/She is personally known to me or has presented as identification.  
Type of identification

*Melissa Eder*  
Signature of Notary

GG 283415  
Serial Number

Print or Stamp Name of Notary



Dec. 11, 2022  
Expiration Date

Notary Public - State of Florida



**MIAMI-DADE COUNTY – INTERNAL SERVICES DEPARTMENT (ISD)  
 ISD FORM NO. 9 – Fair Subcontracting Policies  
 (Section 2-8.8 of the Miami-Dade County Code)**

**FAIR SUBCONTRACTING PRACTICES**

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

In compliance with Section 2-8.8 of the Miami-Dade County, CSA agrees to consider the use of sub consultants whenever appropriate and beneficial to the project and the Client. CSA further agrees to report the use of any sub consultants through the County's Business Management Workforce System (BMWS), which CSA is familiar with and currently implements. CSA has a network of SBE/ DBE and Minority businesses with different specialties, which we are always in communication with regarding projects and new opportunities that could benefit both parties. CSA will always consider the use of Minority and Small businesses, even if the contract does not implement a SBE or DBE goal. Furthermore, CSA is certified as a Corporate Plus MBE by the National Minority Supplier Development Council (NMSDC) and adopted by the State of Florida. At CSA we always promote business opportunities for small business enterprises supporting DBEs/SBEs integration into our private and public sector supply chains and facilitating partnerships through our offices.

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

Signature of Authorized Representative: 

Title: Senior Vicepresident

Date: 02/27/2020

Proposer's Name: CSA Central, Inc.