

Memorandum



Date: October 20, 2020

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

From: Carlos A. Gimenez
Mayor

Subject: Recommendation for Approval to Award Owner's Representative on Civil and Probate Courthouse, Contract No. A19-ISD-02, to AECOM Technical Services, Inc.

Agenda Item No. 14(A)(9)

Recommendation

It is recommended that the Board of County Commissioners (Board) approve award of the attached contract, *Owner's Representative on Civil and Probate Courthouse, Contract No. A19-ISD-02* prepared by the Internal Services Department, to AECOM Technical Services, Inc.

Scope

The awarded consultant will provide architectural and engineering construction management consulting services, acting as the Owner's Representative on behalf of Miami-Dade County, during the design and construction of the new Civil and Probate Courthouse (the "New Courthouse"). The consultant shall work in close coordination with the County's Project Manager to confirm that the design and construction is technically, economically, and functionally consistent with the New Courthouse contract documents.

Background

The New Courthouse was awarded to Plenary Justice Miami LLC as a public private partnership whereby the developer is required to design, build, finance, operate and maintain the facility. Thereafter, the County issued a competitive solicitation to obtain an Owner's Representative to provide technical expertise and assist the County in fulfilling its obligations under the New Courthouse contract. County obligations include reviewing design and construction documents for compliance with the contract requirements, evaluating change orders and other requests for relief, developing the punch list, and certifying substantial completion of the New Courthouse. The County does not have available in-house resources with the requisite technical expertise and qualifications to fulfill these obligations for a project of this magnitude.

The New Courthouse project site is located between West Flagler Street and NW 1 Street, west of the existing courthouse and east of the Metrorail. The project site is located in Commission District 5, which is represented by Commissioner Eileen Higgins.

JUSTIFICATION:

On February 10, 2020, the Notice to Professional Consultants was issued under full and open competition. Proposals were received from five firms in response to the solicitation as noted below. The Competitive Selection Committee ranked AECOM Technical Services, Inc. the highest and recommended the firm for negotiations. Following successful negotiations, the firm is recommended for award.

VENDORS NOTIFIED: 681

VENDORS THAT VIEWED SOLICITATION: 126

SUBMITTAL DATE: March 6, 2020

TECHNICAL CERTIFICATION REQUIREMENTS:	<u>Type</u>	<u>Code</u>	<u>Description</u>
	Prime	14.00	Architectural
	Prime	18.00	Architectural Construction Management
	Prime or Sub	11.00	General Structural Engineering
	Prime or Sub	17.00	Engineering Construction Management

**MINIMUM
QUALIFICATIONS
EXCEED LEGAL
REQUIREMENTS:**

No

PROPOSALS RECEIVED: 5

PROPOSERS:

AECOM Technical Services, Inc.
 CBRE Heery, Inc.
 Diaz Carreno Scotti and Partners, Inc.
 Hill International, Inc.
 Jacobs Engineering Group, Inc.

Delegated Authority

If this item is approved, the County Mayor or County Mayor’s designee will have the authority to execute the contract and to exercise all provisions of the contract, including any renewal or termination provisions.

Fiscal Impact / Funding Source

FUNDING SOURCE: Building Better Communities – General Obligation Bond Program Funds
 Project #180 - Additional Courtrooms and Administration Facilities

**OPERATIONS COST
IMPACT / FUNDING:** Not applicable

**LIFE EXPECTANCY
OF ASSET:** Not applicable

PTP FUNDING: No

GOB FUNDING: Yes

ARRA FUNDING: No

**CAPITAL BUDGET
PROJECT:** Z000205 - DBFOM Civil and Probate Courthouse

**SUSTAINABLE
BUILDINGS:** Not applicable
 (I.O No. 8-8)

SEA LEVEL RISE: Not applicable
 (Ord. No. 14-79)

IG FEE: Yes

**ART IN PUBLIC
PLACES:** No

CONTRACT AMOUNT: \$4,200,000
CONTRACT PERIOD: 4 years
CONTINGENCY PERIOD: Option to renew for two, one-year terms to allow for completion of work, should additional time be needed to coincide with the schedule of the New Courthouse
NOTICE TO PROCEED: Upon award

Vendor Recommended for Award

PRIME CONSULTANT: AECOM Technical Services, Inc.

COMPANY PRINCIPAL: Keenan E. Driscoll, Director

PRINCIPAL / COMPANY QUALIFIERS: Pedro Hernandez

COMPANY EMAIL ADDRESS: pedro.hernandez@aecom.com

COMPANY ADDRESS: 800 South Douglas Road
North Tower, 2nd Floor
Coral Gables, FL

YEARS IN BUSINESS: 25

EMPLOYEES WHO RESIDE IN MIAMI-DADE COUNTY / PERCENTAGE COMPARED TO TOTAL WORKFORCE: 150
Less than 1%

(Reso No. R-1011-15)

PREVIOUS EXPERIENCE WITH COUNTY IN THE LAST FIVE YEARS: According to the Firm History Report, the firm was been awarded nine contracts with a value of \$30,102,150.

SUBCONSULTANTS:	<u>Firm</u>	<u>Local Address</u>
	Program Controls, Inc. (SBE)	Yes
	Fraga Engineers, LLC (SBE)	Yes
	Thornton Tomasetti, Inc.	Yes
	The Vailon Group, Inc.	Yes
	G. Navarrete Consulting, Inc.	Yes

Track Record / Monitor

TRACK RECORD: Due diligence was conducted by the Internal Services Department (ISD) in accordance with ISD Procurement Guidelines to determine responsibility, including verifying corporate status and performance and compliance data. The lists that were reviewed include convicted vendors, debarred vendors, delinquent contractors, suspended vendors, and federal excluded parties.

An article dated June 3, 2020 indicated that the United States had intervened in a lawsuit against AECOM alleging false claims were submitted to the Federal Emergency Management Agency in connection with hurricane disaster relief. The article indicates that the claims alleged in the lawsuit are allegations only, and there has been no determination of liability. AECOM was given the opportunity to respond to the County regarding the article. AECOM acknowledged the ongoing lawsuit and confirmed neither the group or staff that are the subject of the services in the lawsuit would be involved in the services provided to the County.

This information is being provided pursuant to Resolution R-187-12.

SBD HISTORY OF VIOLATIONS:

There are none pursuant to the Small Business Division Compliance Report for the past three years.

**CONTRACT
MANAGER NAME /
PHONE /
EMAIL:**

Juan Silva
305-375-3465
silvaj@miamidade.gov

**PROJECT
MANAGER NAME /
PHONE /
EMAIL:**

Francisco Suarez
305-375-1112
Francisco.Suarez@miamidade.gov

Applicable Ordinances and Contract Measures

**SMALL BUSINESS
DEVELOPMENT
ASSIGNED
MEASURES:**

<u>Type</u>	<u>Goal</u>
SBE - Architectural/Engineering Sub-Consultant	10%

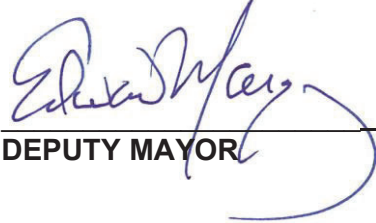
LOCAL PREFERENCE: Applied

RESPONSIBLE WAGES: Not applicable
(Resolution No. R-54-10)

**MANDATORY
CLEARING HOUSE:** Not applicable

BUDGET APPROVAL
FUNDS AVAILABLE:  9/22/2020
OMB DIRECTOR **DATE**

APPROVED AS TO
LEGAL SUFFICIENCY:  9/30/20
COUNTY ATTORNEY **DATE**

 10/05/2020
DEPUTY MAYOR **DATE**

CLERK
DATE _____

PROFESSIONAL SERVICES AGREEMENT

PROJECT TITLE: OWNER'S REPRESENTATIVE SERVICES FOR CIVIL AND PROBATE COURTHOUSE

ISD PROJECT NO. Z000205

ISD CONTRACT NO. A19-ISD-02

CONSULTANT AGREEMENT for

OWNER'S REPRESENTATIVE SERVICES FOR CIVIL AND PROBATE COURTHOUSE

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

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

and the Consultant: **Name:** AECOM Technical Services, Inc.
Address: 800 S. Douglas Rd, Coral Gables, FL
Phone Number: 305-718-4817

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

for Project: **MIAMI-DADE COUNTY CIVIL AND PROBATE COURTHOUSE – Contract No. RFP-00953**

The Owner and the Consultant agree as set forth herein:

ARTICLE 1 - DEFINITIONS

- 1.01) **ADDITIONAL SERVICES:** Those professional services defined in Section 2.02.
- 1.02) **BASIC SERVICES:** Those professional services defined in Section 2.01.
- 1.03) **BOARD OF COUNTY COMMISSIONERS:** The duly elected officials authorized to act on behalf of the Owner.
- 1.04) **CONSULTANT:** The Architect/Engineer Firm who has entered into this Agreement with the Owner to provide professional services under this Agreement. Consultant shall act as the Owner's representative during the design and construction phases of the Courthouse, inclusive of the Warranty Phase.
- 1.05) **CONSULTANT AGREEMENT or AGREEMENT:** The Professional Services Agreement for Owner Representative Services between the Owner and the Consultant as outlined herein and known as Contract A19-ISD-02.
- 1.06) **CONTRACTING OFFICER:** Miami-Dade County acting through the Internal Services Department and its authorized representatives, providing administrative and contracting services for the duration of this Agreement.
- 1.07) **CONTRACTOR:** The Design Builder under the Project Agreement, Tutor Perini Corporation or any replacement or successor design-build entity, hired by the DEVELOPER to design and construct the Courthouse.
- 1.08) **COUNTY:** A body corporate and political subdivision of the State of Florida, acting through motion, formal resolution or ordinance of its Board, unless the Board has delegated such authority to a designee or unless such delegation is specifically set forth in the Agreement.
- 1.09) **COURTHOUSE:** The new Miami-Dade County Civil and Probate Courthouse and related structures and equipment to be designed, constructed, financed, operated and maintained per the Project Agreement.
- 1.10) **DESIGN CRITERIA ARCHITECT:** means Perez and Perez, Architects, Planners, Inc. a Florida registered architectural firm, or a replacement or successor design criteria professional entity identified by the County, responsible for creating, in consultation with the County, the Technical Provisions used for procurement of the Courthouse The Technical Provisions consist of five major components: General Requirements/Design Statement, Facility Programming, Performance Specifications, Facilities Management, and Appendices (Codes, Specifications, Standards, Manuals, & Guidelines) complying with the requirements of Florida Statutes 255.065.
- 1.11) **DEVELOPER:** means Plenary Justice Miami LLC, a limited liability company organized and existing under the laws of Delaware, which is registered to do business in and is in good standing in the State, and its permitted successors and assigns and is the party responsible for the procurement and delivery of the Courthouse.

- 1.12) OCCUPANT:** The Eleventh Judicial Circuit Court will be the principal agency occupying the proposed facility being constructed under the Project Agreement. Similarly, additional agencies such as Administrative Office of the Courts (AOC), Clerk of Courts (COC), State Attorney's Office (SAO), Miami-Dade Police Department (MDPD), Information Technology Department (ITD) and Facilities Infrastructure and Maintenance Division (FIMD) are support agencies to the Eleventh Judicial Circuit Court and shall also be considered as additional occupants.
- 1.13) OWNER:** Miami-Dade County, a political subdivision of the State of Florida.
- 1.14) OWNER AGENCY:** The Internal Services Department hereinafter referred to as the "Department." The Department's Director or designee shall act as Project Director on behalf of the Owner on all matters pertaining to this Agreement. It is the principal body acting on behalf of Miami-Dade County as Owner.
- 1.15) PROJECT:** The architectural and engineering construction management activities and all services and incidentals thereto of the scope of work as contemplated and budgeted by the Owner, and listed in this Agreement.
- 1.16) PROJECT AGREEMENT:** means the contract known as Contract No. RFP-00953, entered into by the County with Plenary Justice Miami LLC to design, construct, finance, operate and maintain the new Miami-Dade County Civil and Probate Courthouse and related structures and equipment on the Project Site. The Project Agreement has an effective date of January 19, 2020 and will have been in progress at the time of execution of this Consultant Agreement.
- 1.17) PROJECT DIRECTOR:** The User Agency's Director or designee, representing the Owner during all phases of this Contract.
- 1.18) PROJECT MANAGER (PM):** An individual designated by the County to represent the Owner during the design and construction of the Courthouse and the services performed by the Consultant under this Agreement.
- 1.19) SCOPE OF WORK:** Includes, but is not limited to, full Architectural and Engineering Services necessary to provide owner's representative services necessary to review and monitor, on the County's behalf, the design and construction of the Courthouse. The Consultant will provide the Owner with expert advice pertaining to the design and construction of the Courthouse, validation of all construction related costs, with monitoring of activities conducted by the Developer and Design Builder, and providing independent progress reports throughout the construction process of the Courthouse, as authorized by the Owner. The Consultant's scope of work is further defined in Article 7 of this Agreement.
- 1.20) WORK AUTHORIZATION:** A document issued by the Owner to the Consultant authorizing the performance of specific professional services, stating the time for completion and amount of the fee authorized for such services. In case of emergency, the Owner reserves the right to issue oral authorization to the Consultant with the understanding that written confirmation shall follow immediately thereafter. The County's Internal Services Department (ISD) will issue the appropriate Work Authorization while managing this Agreement.

- 1.21) **VALUE ANALYSIS/ENGINEERING (VA/E):** The systematic application of recognized techniques for optimizing both cost and performance in a new or existing facility or to eliminating items that add cost without contributing to required functions.

ARTICLE 2 - SERVICES AND RESPONSIBILITIES OF THE CONSULTANT

- 2.01) **BASIC SERVICES:** For and in consideration of the mutual agreements hereinafter contained, the County hereby retains the CONSULTANT and the CONSULTANT hereby covenants to provide the professional services prescribed herein in connection with the Owner's Representative Services for the new Courthouse. The CONSULTANT will provide the OWNER with expert advice pertaining to the design and construction of the Courthouse in accordance with the applicable standard of care, validation of all construction related costs, while monitoring the activities conducted by the Developer, and providing independent progress reports throughout the construction process of the Courthouse, as authorized by the OWNER, and as more specifically described in Article 7. Consultant will not start any phase or work until first having received executed authorization to proceed from the Owner.

- 2.01.A) The CONSULTANT will not be held responsible for construction means, methods, techniques, sequences or procedures or for safety precautions and programs in connection with the Developer's or Contractor's work, or any of their sub-consultants, sub-contractors, agents or employees.

The services required are listed below and further detailed in Article 7. Services include, but are not limited to, the following tasks:

1. **Review Available Information and Obtain Comprehensive Understanding;**
2. **Services during Design and Construction Development;**
3. **Dispute Resolution Support;**
4. **Value Engineering/Life Cost Analysis;**
5. **Certification of Substantial Completion;**
6. **Punch List;**
7. **Certification of Occupancy Readiness;**
8. **Certification of Final Completion;**
9. **Special and Threshold Inspections**

- 2.02.A) Consultant shall assist and coordinate with the Owner in maintaining a centralized electronic document management system that will be used on the Project. The Consultant shall be responsible for managing and maintaining the centralized electronic document management system using existing Owner established format. Consultant shall retain all

Courthouse related documents and information it receives, and the Owner shall have access to the documents and information. Consultant shall transmit the documents and information to the Owner at final completion.

- 2.02.B)** Consultant shall participate in established web-based, electronic method for reviewing all Shop Drawings, Product Data, Samples, and other submittals from the Developer and its Contractor for compliance with the submittal requirements of the Project Agreement. The Consultant will review and monitor the flow of submittals so that they will be processed with such reasonable promptness as to cause no delay in the Work or in the activities of the Developer and the Owner.

2.03) ADDITIONAL SERVICES

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

1. Prepare to serve as an expert witness in connection with any dispute, public hearing, arbitration proceeding, or legal proceeding. Owner's Representative shall not be required to provide legal advice to Owner.
2. Research, analysis, and recommendations for design criteria packages for design/build projects associated with the Project Site.
3. Investigation and making detailed appraisals and valuations of existing facilities, and surveys or inventories required in connection with construction performed by the OWNER.
4. Any other services not included in this Agreement or customarily furnished in accordance with generally accepted architectural design practice.

2.04) REIMBURSABLE EXPENSES

Intentionally Omitted

2.05) ADEQUATE STAFFING

In connection with Professional Services to be rendered pursuant to this Agreement, the Consultant further agrees to maintain an adequate staff of qualified personnel available at all times to ensure its completion within the term specified in the applicable Work Authorization and in accordance with the approved project schedule. The Owner has the right to approve and regulate the Consultant's workforce and to approve specific Consultant employees. The Owner has the right to have any Consultant employee removed from the work, if, in the Owner's sole judgment, such employee's conduct or performance is detrimental to the Project or the Courthouse. The Consultant shall not replace any employee in the team identified in and made a part hereof as Exhibit "1" without prior Owner approval.

Consultant, as soon as practicable, shall notify the Owner in writing of a substitution to a key staff member, identified in Exhibit 1. Within 14 days of receipt of the name and qualification of the Consultant's proposed substitution of a key staff member, the Owner may reply to the Consultant in writing, stating (1) whether the Owner has reasonable objection to a proposed substitution of a key staff

member or (2) that the Owner requires additional time to review. The Consultant shall not staff any employees on the Project to whom the Owner has made reasonable objection. The Consultant shall not change its key staff members without the Owner's consent, which shall not be unreasonably withheld or delayed.

2.06) PUBLISHING OF INFORMATION

The Consultant shall make no statements, press releases or publicity releases concerning this Agreement or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with this Agreement, or any particulars thereof without first notifying the Owner and securing its consent in writing. The Consultant also agrees that it shall not publish, copyright or patent any of the data furnished in compliance with this Agreement, that being understood that under Article 8.08 - Ownership of the Documents hereof such data or information is the property of the County.

This Project contains numerous components that are security sensitive or which the County considers confidential information that are not to be divulged or made public without first having obtained express written authorization from the Owner. The Courthouse project likewise contains security sensitive information and the Consultant shall familiarize itself with the confidential information requirements contained in the Project Agreement. Consultant shall protect County information pertaining to this Agreement and the Project Agreement and, especially, the security sensitive documents exempt from public records pursuant to Article 8.09 – Compliance with Laws, subsection 8.09.A. The Consultant shall have a security plan in place to assure that such confidential information obtained from the County or as a consequence of the performance of the Agreement is not used for any unauthorized purpose or disclosed to unauthorized persons. The Consultant shall advise the County of any request for disclosure of information or of any actual or potential disclosure of information.

ARTICLE 3 – SUBCONSULTANTS

3.01) DEFINITION

3.01.A) A Subconsultant is a person or organization which is properly registered as a professional Architect, Interior Designer, Engineer, Landscape Architect, or other qualified professional in other fields not requiring professional registration, who has signed an Agreement with the Consultant to furnish professional services for the scope of work described under Article 7.

3.02) SUBCONSULTANTS' RELATIONS

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

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

Program Controls Inc.

Consulting Service: Project Controls Support (Estimating, Scheduling, Change Management, and other project controls tasks as needed).

Fraga Engineers, LLC

Consulting Service: Engineering Review/Support (Mechanical, Electrical and Plumbing Engineering Support)

Thornton Tomasetti Inc.

Consulting Service: Structural Design Review/Support

The Vailon Group, Inc.

Consulting Service: Small Business Coordination/Engagement Support

G. Navarrete Consulting Inc.

Consulting Service: Project Management Support, Claims Dispute Support

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

3.02.D) The Consultant is required under this Agreement to achieve the following contract measures applied to this Project as presented in the Consultant's proposal for the Project:

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

ARTICLE 4 - THE OWNER'S RESPONSIBILITIES

4.01) INFORMATION FURNISHED

4.01.A) The Owner, at its expense, shall furnish the Consultant with the following information. The Consultant will be entitled to rely, without independent verification, on the accuracy and completeness of all information provided by the Owner.

4.01.A.1) Information prepared by the Owner regarding the Project budget, design and construction requirements, procedures, guidelines, and forms.

4.01.A.2) The Owner will furnish to the Consultant the applicable Owner prepared plans and other Owner prepared data available

pertaining to the work to be performed under this Agreement. The Consultant is responsible to request any and all plans and data not furnished, which the Consultant knows or should know, is necessary or appropriate for the rendition of the services described herein.

4.01.A.3) The Owner shall issue written authorizations to proceed to the Consultant for the work to be performed hereunder. These authorizations are referred to as Work Authorizations. In case of emergency, the Owner reserves the right to issue oral authorizations to the Consultant with the understanding that written confirmation shall follow immediately thereafter. The Consultant shall submit a proposal, in a form acceptable to the Owner, upon the Owner's request prior to the issuance of a Work Authorization. No payment shall be made for the Consultant's time or services in connection with the preparation of any such proposal. The Owner shall confer with the Consultant before any Work Authorization is issued to discuss and agree upon the scope, time for completion, compensation method and fee for services to be rendered pursuant to this Agreement.

4.02) PROJECT MANAGEMENT

4.02.A) The County shall designate a Project Manager to manage the Agreement and this Contract. The Consultant shall have general responsibility for assisting the designated Project Manager with management of the Project Agreement through the design and construction phases of the Courthouse. The Consultant shall meet with the Project Manager at periodic intervals to assess the progress of the Developer's work in accordance with the approved "Project Development Schedule" to establish and/or review programmatic requirements and scope of Project. The Consultant and their Subconsultants should meet periodically during the design phase and construction phase of the Courthouse to assess progress and development of the construction documents and shall visit the Project Site as specified in a Work Authorization to assess existing conditions during the construction. The Consultant shall communicate with the Owner in the most efficient manner and using electronic means to the greatest extent possible as directed by the Owner.

4.02.B) The Project Manager shall act on behalf of the Owner in all matters pertaining to this Agreement, and shall issue written authorizations to proceed to the Consultant for the work to be performed hereunder. These authorizations are referred to as Work Authorizations. In case of emergency, the Owner reserves the right to issue oral authorizations to the Consultant with the understanding that written confirmation shall follow immediately thereafter. The Consultant shall submit a proposal, in a form acceptable to the Owner, upon the Project Manager's request prior to the issuance of a Work Authorization. No payment shall be made for the Consultant's time or services in connection with the preparation of any

such proposal. The Project Manager shall confer with the Consultant before any Work Authorization is issued to discuss and agree upon the scope, time for completion, compensation method and fee for services to be rendered pursuant to this Agreement.

- 4.02.C) During the construction phase, the Consultant shall provide services for the responsibilities assigned to the Consultant or Owner under the Project Agreement provided such services are consistent with this Consultant Agreement.

ARTICLE 5 - BASIS OF COMPENSATION

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

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

- 5.01.A.1) The fee for services rendered by the CONSULTANT's personnel, principals excluded, shall be computed based on the direct salary cost, as reported to the Internal Revenue Service, for the time of said personnel engaged directly in the work, times negotiated multipliers of 2.80 for Office Personnel, 2.30 for County Office Personnel and/or Field Personnel. Office Personnel shall mean personnel that are located in the home offices of the CONSULTANT and or Sub-consultant(s), when such home offices provide office space for the employees. County Office Personnel and Field Personnel shall mean personnel that are performing duties in the field, outside of the home offices of the CONSULTANT and or Sub-consultant(s), and at County Offices. Time worked by the CONSULTANT and/or Sub-consultant(s) for this entire period shall be at the County Office Personnel and Field Personnel rate. This fee shall constitute full compensation to the CONSULTANT for costs incurred in the performance of the work such as overhead, fringe benefits, operating margin and all other costs not covered by reimbursable expenses.

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

Lead Owner's Rep	\$100.00
Owner's Rep	\$85.00
Project Advisor	\$89.25
Project Manager	\$73.00
Senior Construction Manager	\$75.00
Construction Manager	\$55.00

Senior Scheduler	\$70.00
MEP Support	\$65.00
Structural Support	\$50.00
Field Inspector	\$50.00
Claims/Owner's Rep Support	\$65.00
Design Manager	\$75.00
Senior Cost Estimator	\$70.00
Cost Estimator	\$65.00
Scheduler	\$55.00
Alternative Delivery Manager/ P3 Support (Flat Rate)	\$165.00
Senior Technical Support	\$75.00
Technical Support	\$45.00
Small Business Coordinator	\$60.00
Administrative Support	\$31.58

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

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

Pete Hernandez
Juan Alfonso
Mark Blanchard

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

- 5.01.A.3)** Overtime work considered necessary and previously authorized by the Director in writing shall be compensated at time-and-a-half of the labor rate normally paid to the employee, for personnel below the level of project engineer or project architect, as defined by the Director. Overtime is defined as work in excess of 40 hours per week. Principals shall not receive additional compensation for performance of overtime work.

- 5.01.A.4)** The CONSULTANT and its sub-consultants shall not invoice the COUNTY for charges for office, rent or overhead expenses of any kind, including but not limited to, insurance, local telephone (including cellular service) and utility charges, office/drafting supplies, depreciation of equipment, professional dues, subscriptions, computer software/hardware, reproduction of drawings and/or specifications, mailing, stenographic, clerical, nor shall it invoice for other employee time or travel and substance not directly related to the work.

The multiple factor set forth above shall cover all such costs pertinent to the work.

- 5.01.A.5)** All payments to Sub-consultant(s) employed hereunder shall be the sole responsibility of the CONSULTANT unless otherwise provided for herein or within a Work Order. The CONSULTANT shall not submit invoices, which include charges for services by Sub-consultant(s), unless such services have been performed satisfactorily and the charges are, in the opinion of the CONSULTANT, payable to such Sub-CONSULTANT. The CONSULTANT shall promptly make all payments to such Sub-consultant(s) following receipt by the CONSULTANT of corresponding payment from the COUNTY. Prior to any payments to Sub-consultant(s), the payments. Compensation rate to Sub-consultant(s) authorized by the Project Director as services shall not exceed the CONSULTANT's rates above unless otherwise approved in advance by the Project Director.

5.01.B) Lump sum Fee

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

5.01.C) Reimbursable Expenses

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

- 5.01.C.1)** Expenses for document reproduction (reproduction costs for internal coordination, reviews and other in-house uses will not be reimbursed), rental of specialized equipment, and purchase of special instruments necessary for the efficient performance of the work. Provided that such purchased instruments remain the property of the COUNTY upon work completion. These expenses shall be reimbursed on a direct cost basis. No separate additional payment shall be authorized for the use of CADD workstations (computers).
- 5.01.C.2)** Expenses for travel (except commuting), transportation and subsistence by CONSULTANT's personnel in the furtherance of the work outside Miami-Dade County will be reimbursed according to the provisions of Florida Statutes Section 112.061 and Miami-Dade County Administrative Order 6-1, as presently written or hereafter amended. The CONSULTANT shall obtain prior authorization from the Director or his/her

designee, for all travel expenses. Failure to obtain such prior authorization shall be grounds for nonpayment of travel expenses. To be compensated for travel within Miami-Dade County, the CONSULTANT shall maintain accurate mileage records, in ink, and submit them with their invoices.

5.01.D) Maximum Compensation

The maximum compensation for the services included shall be the NOT TO EXCEED amount of \$4,200,000.00 so long as the performance of additional services, as outlined in Section VI hereof, is not necessary and authorized by the Director. It is understood that any unspent portion of the contract ceiling is to remain with the COUNTY.

5.01.E) County Discretion to Negotiate

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

ARTICLE 6 - PAYMENTS TO THE CONSULTANT

6.01) PAYMENT SCHEDULE

Payment for Basic Services may be requested monthly in proportion to services performed during each Phase of the Work, as shown below. Said payments shall, in the aggregate, not exceed the Maximum Compensation indicated in 5.01.D) for Basic Services. In accordance with Chapter 218, Part VII of the Florida Statutes ("Prompt Payment Act"), the Department shall pay all undisputed portions of Consultant's invoices within 45 days of receipt of a proper invoice without holdback or retention. The Department shall notify Consultant, in writing and within ten (10) days of the receipt of the invoice, of any disputed items and corrective action that must be taken. Disputes shall be resolved in accordance with the provisions of the Prompt Payment Act. In accordance with the Prompt Payment Act, all payments due and not paid by the Department shall bear interest from 30 days after the due date at a rate of one percent (1%) per month and CONSULTANT may suspend the Services pending receipt of such payment. Should such suspension exceed 90 consecutive days, CONSULTANT may elect to terminate this Contract in its sole discretion, shall be entitled to immediate payment for all Services performed through the date of termination, and shall bear no liability for additional cost or disruption arising from such termination.

6.02) PAYMENT FOR BASIC SERVICES AND ADDITIONAL SERVICES

6.02.A) Payment for services may be requested monthly in proportion to the services performed.

- 6.02.B)** When such services are authorized, the Consultant shall submit the names, classification and salary rate per hour, as reported to the Department of Internal Revenue, hours worked, and total charge for all personnel directly engaged, multiplied by the multiplier stated in Section 5.01.A.1) of this Agreement. Billable hours must reflect hours paid and reported to the Internal Revenue Service.
- 6.02.C)** All payments will be made on duly certified invoices stating that the services for which payment is requested have been performed pursuant to this Agreement. Each invoice shall reference the particular Work Authorization, which authorized the services performed and/or expenses incurred.

ARTICLE 7 - SCOPE OF SERVICES

7.01) SCOPE OF SERVICES

The Consultant shall act as the Owner's Representative on behalf of the Owner during the design and construction by the Developer of a new Courthouse. The Consultant shall be an official representative of the Owner in connection with the Courthouse project, assuming part of the Owner's duties. The Consultant shall work in close coordination with the County Project Manager and staff to confirm that the design and construction of the Courthouse is technically, economically, and functionally consistent with the Project Agreement and that the design and construction services by the Developer are implemented in a manner to meet Project Agreement deadlines and milestones. The Consultant shall work in close coordination with the County Project Manager to confirm concurrence from Occupant(s) on all matters that affect operations, procedures, and comfort of the Occupant. The Project Manager shall be responsible for determining and confirming the concurrence from Occupant(s) on all matters that affect operations, procedures, and comfort of the Occupant.

The required architectural and engineering construction management consulting services includes those items outlined in Article 2 and those further detailed under this Article.

7.02.THE BASIC SERVICES AND PHASES: work to be provided will be authorized in phases by the Owner for the periods and amounts described in the executed Work Authorization and may be authorized partial portions as deemed necessary by the Owner. The required professional services and phases are outlined below including, but not limited to, the following tasks:

- 7.02.A.1) Review Available Information and Obtain Comprehensive Understanding:** Review information relevant to the Project and obtain a comprehensive understanding of, but not limited to, all of the following:
1. proposed construction documents that are under development;
 2. the proposed building program/utilization;
 3. all building systems, analysis and reports available;
 4. developer's proposed schedule;

5. City/County/State regulations (including ADA compliance, etc.) affecting the Courthouse;
6. Design Criteria issued for the Courthouse;
7. regulatory agencies having jurisdiction and approvals and permits required;
8. the number and hierarchy of Occupant(s) that have a stake in the Courthouse, including established protocols for development and approval of all project related requested information; and
9. Understanding Project Agreements between the County and the Developer and related documents.

The Project Agreement can be found at the following link:

<https://www8.miamidade.gov/Apps/ISD/DPMWWW/SearchAwardSheetAttachments.aspx?ContractId=RFP-00953>

7.02.A.2) Design and Construction Development: Consultant is advised that the Courthouse is being 'fast-tracked' and therefore design and certain construction are being simultaneously developed, including permitted. Consultant, upon executed authorization, shall be ready at the beginning of this phase to assist with the proper disciplines and services. As part of this phase, Consultant will be assisting the Owner or his delegated representative as directed with the following services including, but not limited to, the following:

1. Maintain experienced on-site representation during the performance of the construction activities; perform daily on-site observations and document in writing and pictorially that work being performed in accordance with the requirements of the Project Agreement. Consultant shall endeavor to guard the Owner against defects and deficiencies in the Work and notify the Owner accordingly. The Consultant shall record such defects and deficiencies in its daily log and in its progress reports to the Owner. Consultant shall assist the Owner in giving timely notice to the Developer of noted deficiencies and required follow up thereafter;
2. Consultant shall keep a daily log containing a record of weather, Developer's and each contractor's work on the site, number of workers, identification of equipment, work accomplished, problems encountered, and other similar relevant data as the Owner may require. Consultant shall collect, review for accuracy, and compile the Developer's daily logs; and include them in the Consultant's reports.
3. review and comment on Project Agreement for adherence to the Miami-Dade County Codification of Ordinances (Code), current Ordinances, Resolutions and Florida Statutes;
4. review and comment on Project Agreement, including shop drawings, proposed substitutions, etc. for adherence to the Project Agreement, constructability;
5. review and comment Project Agreement submittals for reporting and reporting requirements;

6. review, analyze and validate construction cost estimates, whether from Developer or other vendor under contract with the County for this project, including the required support documentation for Miami-Dade County release of funds, for the Project and facility plans, proposed building program/utilization;
7. monitor, analyze and validate construction schedule every 2 weeks. Prepare status reports. Advise the County on scheduling matters including, but not limited to, existing or potential failures for Developer to adhere to approved schedule, make recommendations on possible improvements to expedite the Courthouse, make recommendations on potential recovery strategies to assist Developer in capturing lost time; review requests and make recommendations for approval or denial of proposed requests for time extensions by Developer, make recommendations on construction sequencing and alternative construction methods. Monitor all the components of the Courthouse, including phasing of construction, times of commencement and completion required of each contractor, ordering and delivery of products, including those that must be ordered in advance of construction, obtaining the required reviews and approvals of authorities having jurisdiction over the Courthouse, and the occupancy requirements of the Owner;
8. Consultant shall review and analyze the construction schedules provided by the contractors, and create an Owner's project schedule, incorporating the activities of the Owner as they relate to deliverables required by the Owner. Include activity sequences and durations, allocation of labor and materials, processing of Shop Drawings, Product Data and Samples, and delivery and procurement of products, including those that must be ordered by the Owner in advance of construction. The Project schedule shall include the Owner's occupancy requirements showing portions of the Courthouse having occupancy priority. The Consultant shall update and reissue the Owner's project schedule as required to show current conditions. If an update indicates that the previously approved construction schedule may not be met, the Consultant shall recommend corrective action to the Owner. Monitor items required by the Owner to assure timely responses;
9. reviewing claims and potential change orders, and ensure timely and complete Owner response,
10. advise the County of any known instances regarding any failure by the Developer to comply with material terms contained in the Project Agreement and/or failure to adhere to contractual obligations;
11. advise the County on the necessity or desirability of any changes contemplated by the Developer;
12. attend any scheduled or impromptu meetings for the purpose of discussing perceived conflicts that may result in a change to cost or duration and to clearly report such issues to Miami-Dade County;

13. attend, and as appropriate or directed, schedule and conduct progress meetings among the County and the Developer and the appropriate Project Team members for the exchange of information and to maintain minutes of all such programs and meetings;
14. monitor and comment on all safety, health and environmental protection measures established by the Developer;
15. monitor and comment on quality of construction, including making independent assessments of any of the Architect's recommendations for the rejection or replacement of all non-conforming work;
16. monitor drawings and specifications throughout the design process and notification of any discrepancy between the program and the design documents;
17. review major revisions to the drawings and specifications when such revisions are inconsistent with written approvals or instructions previously given by the Owner and are due to causes beyond the control of the Developer, including when such revisions are required by the enactment or revision of codes, laws or regulations subsequent to the preparation of a complete approved set of permit documents. (Major revisions are defined as those changing the scope, engineering systems, scheme, or any significant portion thereof from what was previously approved.);
18. attend all project meetings and be responsible for writing and distributing minutes of all meetings he/she is asked to attend;
19. monitor and keep log of RFI's requested by Developer, submittals, etc. and ensure that responses are provided in a timely fashion; needing response from the Owner;
20. monitor and report that bonding and insurance requirements are maintained and up to date by the Developer;
21. Maintain project documentation including, but not limited to, the Project Agreement, Change Orders, Supervening Events, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Owner. Upon completion of the Project, Consultant shall deliver them to the Owner;
22. monitor and report that Small Business Development measures and requirements are complied with;
23. assist with vetting and approval of Developer changes in Key Personnel or other project team members requiring formal approval by the County;
24. assist with coordination, quantification and receipt of Owner purchased materials;
25. perform any supportive ancillary services related to monitoring the Developer's successful completion of the design and construction of the Courthouse.

26. at the sole discretion of the County, the Consultant will provide assistance, review and comment proposed work related to Leadership In Energy and Environmental Design (LEED) services including evaluation and performance related to fundamental commissioning, as well as enhanced commissioning of the building.

- 7.02.A.3) Dispute Resolution Support:** At the discretion of the Owner the Consultant may be asked to assist and participate in any Dispute Resolution that may arise between the Developer and the County as governed by Article 18 of the Project Agreement, including tracking and monitoring of procedures, fees to be incurred, assistance in selection of Hearing Examiner, etc. Owner's Representative shall not be required to provide legal advice to Owner.
- 7.02.A.4) Value Engineering/Life Cycle Cost Analysis:** At the discretion of the Owner the Consultant may be asked to provide Value Analysis/Engineering for certain scopes of the work or new Owner furnished work. When requested, these services shall be provided by the Consultant in accordance with Miami-Dade County Administrative Order No.: 3-26 - Establishing the Threshold and Guidelines for Feasibility and Value Analysis/Engineering VA/E Studies for Miami-Dade County Construction Projects.
- 7.02.A.5) Certification of Substantial Completion:**
1. The Consultant shall serve as the County Representative to provide all services required to certify substantial completion of the Courthouse and to perform all County obligations contained in Section 7.18 (Substantial Completion) of the Project Agreement.
 2. Assist Occupants, at the direction of the Project Manager, with move-in activities.
- 7.02.A.6) Punch List:** The Consultant shall serve as the County Representative to provide all services required to develop the punch list for the Courthouse and to fulfill the County obligations contained in Section 8.4 (Punch List Items) of the Project Agreement.
- 7.02.A.7) Certification of Occupancy Readiness:** The Consultant shall serve as the County Representative to provide all services required to certify occupancy readiness of the Courthouse and to perform all County obligations contained in Section 8.3 (Occupancy Readiness Certificate) of the Project Agreement.
- 7.02.A.8) Certification of Final Completion:** The Consultant shall serve as the County Representative to provide all services required to certify final completion of the Courthouse, including receipt of close-out documents, warranties, manuals, record documents, etc., and to perform all County obligations contained in Section 7.20 (Final Completion) of the Project Agreement.

ARTICLE 8 - GENERAL PROVISIONS

8.01) INDEMNIFICATION AND WAIVER OF LIABILITY

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

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

8.02) ERRORS AND OMISSIONS

8.02.A) The Consultant, to the extent of its failure to perform in accordance with the standard of care set forth in this Agreement, is responsible for the professional quality, technical accuracy, completeness, performance and coordination of all work required under the Agreement (including the work performed by Sub-consultants), within the specified time period and specified cost. The Consultant is responsible for, and represents that the work conforms to Owner's requirements as set forth in the Agreement. The Consultant shall be and remain liable to the Owner for all damages to the Owner caused by the Consultant's negligent acts or errors or omissions in the performance of the work. In addition to all other rights and remedies, which the Owner may have, The Consultant shall, at its expense, re-perform the services to correct any deficiencies, which result from the Consultant's failure to perform in accordance with the Standard of Care set forth herein and in Section 8.10.G. The Owner shall notify the

Consultant in writing of any deficiencies and shall approve the method and timing of the corrections. Neither the Owner's inspection, review, approval or acceptance of, nor payment for, any of the work required under the Agreement shall be construed to relieve the Consultant or any Sub-consultant of its obligations and responsibilities under the Agreement, nor constitute a waiver of any of the Owner's rights under the Agreement or of any cause of action arising out of the performance of the Agreement. The Consultant and its Sub-consultants shall be and remain liable to the Owner in accordance with applicable law for all damages to Owner caused by any failure of the Consultant or its Sub-consultants to comply with the terms and conditions of the Agreement or by the Consultant's or Sub-consultants' misconduct, unlawful acts, negligent acts, errors or omissions in the performance of the Agreement. With respect to the performance of work by Sub-consultants, the Consultant shall, in approving and accepting such work, ensure the professional quality, completeness, and coordination of Sub-consultant's work.

8.03) INSURANCE

8.03.A) The Consultant shall furnish to the Internal Services Department, Risk Management Division, 111 NW First Street, Suite 2340, Miami, Florida 33128, Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

8.03.A.1) Worker's Compensation Insurance for all employees of the Consultant as required by Florida Statute 440.

8.03.A.2) Commercial General Liability Insurance on a comprehensive basis in an amount of \$1,000,000 per occurrence \$2,000,000 in the aggregate. **Miami-Dade County must be included as an additional insured with respect to this coverage.**

8.03.A.3) Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount of \$1,000,000 combined single limit.

8.03.A.4) Professional Liability Insurance or errors & omission for architectural and/or civil engineering and any related professional qualifications or functions required by the project in an amount of \$5,000,000 per occurrence, \$10,000,000 in the aggregate.

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

8.03.B.1) At the time of execution of this Agreement, the company must be rated no less than "A-" as to management, and no less than "Class VII" as to financial strength, by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County Risk Management Division,

or

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

**CERTIFICATE HOLDER
MUST READ:**

**MIAMI-DADE COUNTY
111 NW 1st STREET
SUITE 2340
MIAMI, FL 33128**

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

8.04) PERFORMANCE

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

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

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

8.05) PROJECT SUSPENSION OR ABANDONMENT

8.05.A) If the Project is suspended for the convenience of the Owner for more than six (6) months, or abandoned in whole or in part for the convenience of the Owner under any phase, the Owner shall give seven days notice to the Consultant of such Project abandonment or suspension. If the Project is to be suspended for less than six (6) months, then the Consultant shall remain on the Project under this Agreement but will be compensated only for work issued under a Work Authorization; the Owner will not be liable for stand-by, overhead, or any other costs direct or indirect, that the Consultant may incur outside of any direct costs associated with a Work Authorization. If the Project is suspended for the convenience of the

Owner for more than six (6) months, or abandoned in whole or in part for the convenience of the Owner during any phase, the Consultant shall be paid for services authorized by Work Authorization which were performed prior to such suspension or abandonment and the Owner shall have no further obligation or liability to the Consultant under this Agreement. If the Project is resumed after having been suspended for more than six (6) months, the Consultant's further compensation may be renegotiated, but the Owner will have no obligation to complete the Project under this Agreement, and may hire or contract with another Consultant to complete the Project. The Owner will have no further obligation or liability to the Consultant.

8.06) TERMINATION OF AGREEMENT

8.06.A) The Owner may terminate performance of work under this Agreement in whole or, from time to time, in part if the Owner determines that a termination is in the Owner's interest. The Owner shall terminate by delivering to the Consultant thirty (30) days prior written Notice of Termination specifying the extent of the termination and the effective date. Such Notice of Termination under this clause will not be deemed a breach of this Agreement, and may be issued with or without cause. Upon such Notice of Termination, the Consultant shall be entitled to receive payment for the work performed as of the date of the Notice, and the costs of preparing its final invoice to the Owner, and upon payment thereof the Owner will have no further obligation or liability to the Consultant under this Agreement. The Consultant shall not be entitled to any other compensation under this Agreement.

8.06.B) In the event the Consultant fails to comply with the provisions of this Agreement, the Owner may declare the Consultant in default by thirty (30) days prior written notification, if the Consultant fails to cure the default within ten (10) days or other mutually agreed reasonable time, or take acceptable steps, all to the satisfaction of the Owner, to cure the default within that time frame. In such event, the Consultant shall only be compensated for any completed professional services found acceptable to the Owner. In the event partial payment has been made for such professional services not completed, the Consultant shall return such sums to the Owner within fifteen (15) days after receipt of written notice that said sums are due. The Consultant shall be compensated on a percentage of the professional services that have been performed and found acceptable to the Owner at the time the Owner declares a default. Any dispute arising out of this Section shall be resolved in accordance with **Section 8.12 - Right of Decisions and Dispute Resolution**.

8.07) CONSULTANT'S ACCOUNTING RECORDS

8.07.A) The Owner reserves the right to audit the Consultant's financial records, including but not limited to audited financial statements, balance sheets, and other financial records, during the performance of this Agreement and for one year after final payment under this Agreement. The Consultant

agrees to furnish copies of any records necessary to approve any requests for payment by the Consultant.

8.07.B) The Owner reserves the right to audit the Consultant's financial records, including but not limited for purposes of verifying that certified cost or pricing data submitted or identified by the Consultant in conjunction with the negotiation of this Agreement or any modification/change order to this Agreement, the Consultant shall, for a period of three (3) years after Final Acceptance under this Agreement:

- Maintain such certified cost of pricing data, including books, records, documents, papers, computations, projections and other supporting data. All such certified cost or pricing data shall be clearly identified, readily accessible and, to the extent feasible, kept separate and apart from all unrelated documents.
- Upon prior written notice, permit authorized representatives of the Owner and the State of Florida to examine such books, records, documents, papers, computations, projections and other supporting data.

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

8.08) OWNERSHIP AND REUSE OF THE DOCUMENTS

8.08.A) All notes, correspondence, documents, designs, drawings, renderings, calculations, specifications, models, photographs, reports, surveys, investigations, and any other documents and copyrights thereto for Services performed or produced in the performance of this Agreement, whether in paper or other hard-copy or electronic medium, except with respect to copyrighted standard details and designs owned by the Consultant or owned by a third party and licensed to the Consultant for use and reproduction, shall become the property of the County. However, the County may grant an exclusive license of the copyright to the Consultant for reusing and reproducing copyrighted materials or portions thereof as authorized by the County in advance and in writing. In addition, the Consultant shall not disclose, release, or make available any document to any third party without prior written approval from the County. The Consultant shall warrant to the County that he/she has been granted a license to use and reproduce any standard details and designs owned by a third party and used or reproduced by the Consultant in the performance of this Agreement. Nothing contained herein shall be

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

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

8.09) COMPLIANCE WITH LAWS

- 8.09.A)** The Agreement shall be governed by the laws of the State of Florida and may be enforced only in a court of competent jurisdiction in Miami-Dade County, Florida.
 - 8.09.A1)** In accordance with Florida Statutes 119.07(3)(ee), "Building plans, blueprints, schematic drawings, and diagrams, including draft, preliminary, and final formats, which depict the internal layout and structural elements of a building, ... or other structure owned and operated by an agency as defined in F.S. 119.011 are exempt ..." from public records to ensure the safety of government infrastructure and to ensure public safety. Information made exempt by this paragraph, with prior approval from the Department, may be disclosed: (i) to another entity to perform its duties and responsibilities; (ii) to a licensed architect, engineer, or contractor who is performing work on or related to the Project; or (iii) upon a showing of good cause before a court of competent jurisdiction. The entities or persons receiving such information shall maintain the exempt status of the information.
 - 8.09.A2)** Each employee of the Consultant and Subconsultants that will be involved in the Project, shall sign an agreement stating that they **will not** copy, duplicate, or distribute the documents unless authorized by the Owner.

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

Professional Architectural and Engineering Services to include Value Analysis as part of the scope of services

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

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

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

8.09.D) AFFIRMATIVE ACTION

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

8.09.E) PROMPT PAYMENT TO SMALL BUSINESS SUBCONSULTANTS

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

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

8.09.F.1) The Office of the Miami-Dade County Inspector General (IG) shall have the authority and power to review past, present and proposed County programs, accounts, records, contracts and transactions. The IG shall have the power to subpoena witnesses, administer oaths and require the production of records. Upon ten (10) days written notice to the Consultant from IG, the Consultant shall make all requested records and documents available to the IG for inspection and copying. The Consultant shall make available at its office at all reasonable times the records, materials, and other evidence regarding the acquisition (bid preparation) and performance of this contract, for examination, audit, or reproduction, until 3 years after final payment under this contract or for any longer period required by statute or by other clauses of this contract. In addition:

- If this contract is completely or partially terminated, the Consultant shall make available the records relating to the work terminated until 3 years after any resulting final termination settlement; and
 - The Consultant shall make available records relating to appeals or to litigation or the settlement of claims arising under or relating to this contract until such appeals, litigation, or claims are finally resolved.
- 8.09.F.2)** The IG shall have the power to report and/or recommend to the Board of County Commissioners whether a particular project, program, contract or transaction is or was necessary and, if deemed necessary, whether the method used for implementing the project or program is or was efficient both financially and operationally. Monitoring of an existing project or program may include reporting whether the project is on time, within budget and in conformity with plans, specifications, and applicable law. The IG shall have the power to analyze the need for, and reasonableness of, proposed change orders.
- 8.09.F.3)** The IG may, on a random basis, perform audits on all County contracts throughout the duration of said contract (hereinafter "random audits"). This random audit is separate and distinct from any other audit by the County. To pay for the functions of the Office of the Inspector General, any and all payments to be made to the Consultant under this contract will be assessed one quarter of one percent of the total amount of the payment, to be deducted from each progress payment as the same becomes due unless, if stated in the Special Conditions, this Contract is federally or state funded where federal or state law or regulations preclude such a charge. The Consultant, in stating its agreed prices, shall be mindful of this assessment, which will not be separately identified, calculated or adjusted in the proposal or bid form.
- 8.09.F.4) INDEPENDENT PRIVATE SECTOR INSPECTOR GENERAL:** The attention of the Consultant is hereby directed to the requirements of AO 3-20 and R-516-96; the County shall have the right but not the obligation to retain the services of an independent private-sector inspector general (IPSIG) who may be engaged to audit, investigate, monitor, oversee, inspect and review the operations, activities and performance of the Consultant and County in connection with this contract. The scope of services performed by an IPSIG may include, but are not limited to, monitoring and investigating compliance with Contract Specifications; project costs; and investigating and preventing corruption and fraud.
- 8.09.F.5)** The IPSIG may perform its services at all levels of the contracting and procurement process including but not limited

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

- 8.09.G) UTILIZATION REPORT (UR):** Pursuant to Administrative Order (A.O.) 3-32 Community Business Enterprise (CBE) Program, Administrative Order (A.O.) 3-41 Small Business Enterprise (SBE) Program and/or A.O. 3-39 for the Resolution Repealing County Administrative Orders 3-33, 3-14 and 3-28 and establishing Administrative Order 3-39 Standard Process for Construction of Capital Improvements, Acquisition of Professional Services, Construction Contracting, Change Orders and Reporting, the Consultant is required to file utilization reports with the Miami-Dade County contracting department monthly, unless designated otherwise.

The Consultant shall report via the Business Management Workforce System (BMWS) all sub-consultants' agreements entered into listing award amounts or percentage for this Agreement. Additionally, the Consultant shall report all payments made to each sub-consultant participating on the project and verification of payments received must be confirmed by the subconsultants via BMWS. For additional information regarding online BMWS registration, managing County contracts, and to track compliance with SBE program measures, please contact Small Business Development, at (305) 375-3111 or via email at SBDmail@miamidade.gov.

- 8.09.H) CERTIFICATION OF WAGE RATES:** In accordance with Florida Statute 287.055, 5(a), the A/E firm hereby certifies and warrants that wage rates and other factual unit costs, as submitted in support of the compensation provided are accurate, complete and current as of the date of this Agreement. It is further agreed that said compensation shall be adjusted to exclude any significant costs where the Owner shall determine that the

contract price of services was increased due to inaccurate, incomplete or unclear wage rates or other factual unit costs. All such contract compensation adjustments shall be made within one (1) year following the end of the contract, or acceptance of the work by the Owner, whichever is later.

8.10) MISCELLANEOUS PROVISIONS

- 8.10.A)** This Agreement does not confer on the Consultant any exclusive rights to the Owner's work. Work Authorizations will be issued under this Agreement at the sole discretion of the Owner. The Owner reserves at all times, the right to perform any and all architectural engineering services in-house or with other professional architects or engineers as provided by Section 287.055, Florida Statutes, and Section 2-10.4, Code of Miami-Dade County, or as otherwise provided by law.
- 8.10.B)** The fees for Professional Services requested shall be determined as mutually agreed upon by the Owner and the Consultant in accordance with Section 5.01.B or 5.02.C of the Agreement. The Owner will confer with the Consultant before any work offer is issued to discuss the Scope to Work and /or Professional Services required, the time to complete the work and the fee and/or compensation for the proposed Services. No payment will be made for the Consultant's time or services in connection with the preparation of any such proposal.
- 8.10.C)** The Consultant may submit proposals for any professional services, which they are qualified to perform, for which Proposals may be publicly solicited by the Owner, outside of this Agreement.
- 8.10.D)** The Consultant will have no responsibility for the presence, handling, funding, and cost of removal or exposure to persons to hazardous materials in any form at the Project Site other than to immediately advise the owner of the existence of such materials that they may discover during standard investigations carried out for the purpose of performing their services.
- 8.10.E)** **Truth In Negotiation:** pursuant to AO 3-39 and Florida State Statutes Chapter 287.055 5(a): For all lump sum costs or costs plus a fixed fee contract in which a fee will exceed one hundred fifty thousand dollars (\$150,000; 287.017 - category four), the County will require the firm receiving the award to execute a Truth-In-Negotiation Certificate as required by Chapter 287, Florida Statutes.
- 8.10.F)** **Force Majeure:** For the purpose of delay and events of force majeure, an event of "Force Majeure" is defined to include an event beyond the control of the Party claiming Force Majeure, which prevents such Party from fulfilling its obligations, and includes, without limitation, acts of God (including floods, hurricanes and other adverse weather), war, riot, civil disorder, acts of terrorism, disease, epidemic, strikes and labor disputes, actions or inactions of government or other authorities, law enforcement actions, curfews, closure of transportation systems or other unusual travel difficulties, or inability to provide a safe working environment for

employees. The Consultant shall not be liable for any delays due to a force majeure event.

- 8.10.F) **Standard of Care:** In the performance of its services, Consultant shall perform the work exercising and utilizing that degree of knowledge, care and skill customarily exercised and used by other professionals performing similar services in the same locality and time period.
- 8.10.G) **Responsibility for Others:** Consultant shall be responsible to the Owner for Consultant Services and the services of Consultant subcontractors. Consultant shall not be responsible for the acts or omissions of other parties engaged by The Owner nor for their construction means, methods, techniques, sequences, or procedures, or their health and safety precautions and programs.
- 8.10.H) **Cost Estimates:** Consultant's opinions of construction and materials cost estimates provided herein are to be made on the basis of Consultant's experience and qualifications and represent Consultant's best judgment as an experienced and qualified professional generally familiar with the industry. However, since Consultant has no control over the costs of labor, materials, equipment, or services furnished by others, or over any Contractor's methods of determining prices or over competitive bidding, or market conditions, Consultant cannot and does not guarantee that proposals, bids or actual construction cost will not vary from the opinions prepared by Consultant.
- 8.10.I) **No Third Party Rights:** This Agreement shall not create any rights or benefits to parties other than the Owner and Consultant.
- 8.10.J) **Right of Entry:** The Owner grants to Consultant, if the Project Site is owned by the County, permission for a right of entry from time to time by consultant, its employees, agents and subcontractors, upon the Project Site for the purpose of providing the services. If the Project Site is not owned by the County, the Consultant is responsible for making arrangements with property owner(s) for right of entry from time to time by consultant, its employees, agents and subcontractors, upon the Project Site for the purpose of providing the services. The Owner recognizes that the use of investigative equipment and practices may unavoidably alter the existing site conditions and affect the environment in the area being studied, despite the use of reasonable care. In the event existing site conditions have been altered, the consultant shall restore site to original condition.

8.11) SUCCESSORS AND ASSIGNS

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

structure and composition of the Consultant. Failure to do so constitutes a breach of this Agreement by the Consultant.

8.12) RIGHT OF DECISIONS AND DISPUTE RESOLUTION

- 8.12.A)** All services shall be performed by the Consultant to the satisfaction of the Project Manager who shall decide all questions, difficulties and disputes of whatever nature, which may arise under or by reason of this Agreement, the prosecution and fulfillment of the services hereunder, and the character, quality, amount and value thereof. In the event the Consultant and the Owner are unable to resolve their differences concerning any determination made by the Project Manager or any dispute or claim arising under or relating to the Consultant Agreement, either the Consultant or the Owner may initiate a dispute in accordance with the procedure set forth in this Article. Exhaustion of these procedures shall be a precondition to any lawsuit permitted hereunder.
- 8.12.B)** The parties to this Consultant Agreement hereby authorize the Director of the Internal Services Department, functioning as the Contracting Officer or his designee, to decide all questions, disputes or claims of any nature whatsoever arising out of, under, or in connection with, or in any way related to or on account of, this Consultant Agreement and her/his decision shall be conclusive, final and binding on the parties, subject only to the limited right of review specified below. The parties hereto further agree that, upon timely request under this Article, both the Consultant and the Owner are entitled to a hearing before the Contracting Officer, or his designee, at which both Consultant and the Owner may present evidence and live testimony, in accordance with the Florida Rules of Evidence, and the right to cross-examine each other's witnesses.
- 8.12.C)** If either party wishes to protest the determination of the Contracting Officer, such party may commence an appeal in a Court of competent jurisdiction no later than 30 calendar days from the issuance of the Contracting Officer's written decision, it being understood that the review of the Court shall be limited to the question of whether or not the Contracting Officer's determination was arbitrary and capricious, unsupported by any competent evidence, or so grossly erroneous to evidence bad faith. Pending final decision of a dispute hereunder, the Consultant shall proceed diligently with the performance of the Contract and in accordance with the Project Manager's interpretation.

8.13) CERTIFICATION

- 8.13.A)** The Consultant certifies that no companies or persons, other than bonafide employees working solely for the Consultant or the Consultant's County approved Subconsultants, have been retained or employed to solicit or secure this Agreement or have been paid or guaranteed payment of any fees, commissions, percentage fees, gifts or any other considerations contingent upon or resulting from the award or making of this Agreement. The Consultant also certifies that no County personnel, whether a full-time or part-time employee, has or shall be retained or

employed in any capacity, by the Consultant or the Consultant's County approved Subconsultants, to accomplish the work contemplated under the terms of this Agreement. For breach or violation of this Certification, the Owner shall have the right to annul this Agreement without liability.

8.14) DURATION OF AGREEMENT

8.14.A) This Agreement shall remain in full force and effect for a period of one thousand four hundred and sixty (1,460) days, after its date of execution , unless terminated as provided in Article 8.06 hereof. The County Mayor may renew this Agreement for two, one-year terms to allow for the completion and acceptance of the work by the Owner. The performance of specifically and properly authorized services which may extend beyond the Agreement's effective term shall be compensated in accordance to Article 6.02 hereof.

8.15) ENTIRETY OF AGREEMENT

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

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

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

WHEN THE CONSULTANT IS A CORPORATION

ATTEST:
Secretary:

M-K
Signature Manav Kumar Legal Name of Corporation

By:

AECOM Technical Services, Inc.
Legal Name of Corporation Signature



(Corporate Seal) Juan Alfonso, Vice President
Legal Name and Title

WHEN THE CONSULTANT IS A PARTNERSHIP

ATTEST:
Witness:

Signature Legal Name of Partnership

Witness:

Signature Legal Name and Title

Date Signed

By: _____
Signature

(Seal)

Legal Name and Title

By: _____
Signature

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

ATTEST:

Witness:

Signature

Legal Name of Firm

Witness:

Signature

Legal Name of Firm

Date Signed

By:

Signature

WHEN THE CONSULTANT IS AN INDIVIDUAL

Witness:

Signature

Legal Name

Witness:

Signature

Signature

ACKNOWLEDGEMENT:

STATE OF _____) ss.:

COUNTY OF _____)

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

WITNESS my hand and official seal, this _____ day of _____, 2009.

Signature of Notary

Serial Number

Print or Stamp name of
Notary

Expiration Date

State of _____ at large

MIAMI-DADE COUNTY, FLORIDA

Approved as to Insurance
Requirements:

Approved for Legal Sufficiency:

Risk Management Division

Assistant County Attorney

Date: _____

Date: _____

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

ATTEST:

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

**HARVEY RUVIN
Clerk of the Court**

**CARLOS A. GIMENEZ
Mayor**

By: Christopher Agrippa, Clerk of
the Board

By:

Signature

Signature

Date: _____

Date: _____

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



MEMORANDUM
(Revised)

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

DATE: October 20, 2020

FROM: Abigail Price-Williams
County Attorney

SUBJECT: Agenda Item No. 14(A)(9)

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. 14(A)(9)
10-20-20

RESOLUTION NO. _____

RESOLUTION APPROVING AWARD OF CONTRACT NO. A19-ISD-02 TO AECOM TECHNICAL SERVICES, INC. FOR ARCHITECTURAL AND ENGINEERING CONSTRUCTION MANAGEMENT CONSULTING SERVICES TO ACT AS THE OWNER'S REPRESENTATIVE ON BEHALF OF MIAMI-DADE COUNTY DURING THE DESIGN AND CONSTRUCTION OF THE NEW CIVIL AND PROBATE COURTHOUSE, ISD PROJECT NO. Z000205, IN AN AMOUNT NOT TO EXCEED \$4,200,000.00 FUNDED WITH BUILDING BETTER COMMUNITIES GENERAL OBLIGATION BOND PROGRAM FUNDS FOR A TERM OF FOUR YEARS, WITH TWO ONE-YEAR OPTIONS TO RENEW; AND AUTHORIZING THE COUNTY MAYOR OR THE COUNTY MAYOR'S DESIGNEE TO EXECUTE SAME AND TO EXERCISE THE PROVISIONS THEREOF, INCLUDING ANY RENEWAL OR TERMINATION 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:

Section 1. This Board hereby approves the award of Contract No. A19-ISD-02 ("contract") to AECOM Technical Services, Inc. to provide Architectural and Engineering Construction Management Consulting Services to act as the Owner's Representative on behalf of Miami-Dade County during the design and construction of the new Civil and Probate Courthouse, ISD Project No. Z000205, in an amount not to exceed \$4,200,000.00 funded with Building Better Communities General Obligation Bond Program funds for a term of four years with two , one-year options to renew, in substantially the form attached to the accompanying memorandum and made a part hereof.

Section 2. This Board authorizes the County Mayor or the County Mayor’s designee to execute the contract for and on behalf of Miami-Dade County and authorizes the County Mayor or the County Mayor’s designee to exercise all provisions of the contract, including any renewal or termination provisions.

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

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 20th day of October, 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.

MRP

Monica Rizo Perez