Memorandum

MIAMI-DADE COUNTY

ASC
Agenda Item No. 3(C)

Date: June 8, 2026

To: Honorable Chairman Anthony Rodriguez
and Members, Board of County Commissioners

From: Daniella Levine Cava
Mayor

Subject: Contract Award Recommendation to CES Consultants, Inc. for Professional Architectural and Engineering Inspection and Commissioning Services (Pool); Contract No. E25AV01E

EXECUTIVE SUMMARY

Miami-Dade County has expanded Miami International Airport's (MIA) Modernization in Action (M.I.A.) Plan from $9 billion to $12 billion, reinforcing the importance of modernizing MIA into a world-class aviation hub. Aligned with the goals of MIA's Forward Flight Team and the CARE-MIA Advisory Board, the modernization plan includes major upgrades to terminals, concourses, runways, and other key infrastructure to meet growing demand, improve efficiency, and maintain MIA's status as a leading U.S. airport and the premier Gateway to Latin America and the Caribbean.

This item recommends that the County enter into a non-exclusive Professional Services Agreement (PSA) with CES Consultants, Inc. (CES) to provide professional architectural and engineering (A&E) inspection services and commissioning services in support of Capital Improvement Program (CIP) projects for the Miami-Dade Aviation Department (MDAD). These services will be used for various types of projects, including, but not limited to, the construction and renovation of buildings, civil projects ranging from roadways to airfield aprons, and the installation and upgrade of mechanical and electrical equipment.

Contract No. E25AV01 provides MDAD with a pool of five (5) architectural and engineering consultants to support in-house staff by performing routine construction inspection services, specialized threshold inspections, and commissioning services. Through the provision of these services, MDAD will ensure that projects are constructed in accordance with approved plans; the structural integrity and safety of large and complex buildings are protected; and building systems, including mechanical, electrical, plumbing, life-safety, and control systems, are properly tested and verified. Accordingly, this PSA is the fifth of five (5) agreements recommended for award. The other four (4) agreements, HDR Engineering, Inc. (Contract No. E25AV01A), Ardurra Group, Inc. (Contract No. E25AV01B), Nifah & Partners Consulting Engineers, Inc. (Contract No. E25AV01C), and EAC Consulting, Inc. (Contract No. E25AV01D), are included on today's agenda as companion items.

This PSA has a maximum total award amount of $41,353,125.00, inclusive of a 10 percent contingency of $3,750,000.00 and $103,125.00 for the Office of the Inspector General (OIG). Each PSA has a term of five (5) years with one (1) five-year renewal option. Work will be assigned among the PSAs by MDAD on a rotational basis, based on workload, capabilities, schedule(s), familiarity with the location(s), infrastructure, and conflicts of interest mitigation. No minimum amount of work or compensation has been committed to any one firm.

RECOMMENDATION

It is recommended that the Board of County Commissioners (Board) approve a competitive award of a PSA to CES titled: "Professional Services at Miami International Airport - General Engineering &

Inspection Services (Pool), Contract No. E25AV01E" with a term of five (5) years term and one (1) five-year renewal option.

SCOPE

The scope of services under this PSA will ensure that all work is performed in accordance with approved plans, meets required quality standards, and that all building systems operate as intended. The expertise of licensed architects and engineers is essential for the provision of the following services:

- Routine construction inspection services: On-site monitoring, conduct regular site visits to confirm construction aligns with approved plans, specifications, and contract terms.
- Threshold inspection services: Conduct safety inspections for large/complex structures to ensure compliance with building codes and structural requirements.
- Commissioning services: Testing and verification of building systems, confirming that key systems, such as air conditioning, electrical, and mechanical, are installed correctly and operate as designed.
- Quality assurance: Verify that materials, installation, and workmanship meet established standards.
- Progress reporting: Document construction activities through field observations and reports to track schedule and quality.
- Performance documentation: Record system performance results to support project coordination and energy efficiency evaluations.

Although MIA is in District 6, represented by Commissioner Natalie Milian Orbis, the impact of this agenda item is county-wide as the airport is a regional asset.

DELEGATED AUTHORITY

This Board authorizes the County Mayor or County Mayor's designee to exercise the provisions thereof, including the authority to execute Contract No. E25AV01E and the authority to exercise the termination provisions, and to exercise all relevant authority granted to the County Mayor or County Mayor's designee pursuant to Sections 2-285 and 2-285.2 of the Miami-Dade County Code.

FISCAL IMPACT/FUNDING SOURCE

This PSA is valued at $41,353,125.00 with a term of five (5) years with one (1) five-year renewal option. See the table below for a breakdown and more details.

Base Contract Amount	Contingency Allowance Amount (Code Sec. 2-8.1)	Inspector General Fee (Code Section 2-1076)
$25,000,000.00	$2,500,000.00	$68,750.00

OTR Contract Amount	Contingency Allowance Amount (Code Sec. 2-8.1)	Inspector General Fee (Code Section 2-1076)
$12,500,000.00	$1,250,000.00	$34,375.00

The project is in the Adopted Budget and Multi-Year Capital Plan. See the table below for further details. (See Attachment A: Adopted Budget and Multi-Year Capital Plan FY 2025-26, Pages 204, 206-208, 211-213, 216)

Funding Source(s)	Program No. & Description	Amount	Project No.
Future Financing 80% of Grand Total	Miami International Airport (MIA) – Central Terminal Subprogram, Program No. 2000001041	$5,293,200.00	#3002141
	Miami International Airport (MIA) – North Terminal Subprogram, Program No. 2000001042	$5,293,200.00	#3002142
	Miami International Airport (MIA) – South Terminal Expansion Subprogram, Program No. 2000001317	$5,293,200.00	#3002553
	Miami International Airport (MIA) – Cargo and Non-Terminal Buildings Subprogram, Program No. 2000001048	$5,293,200.00	#3002148
	Miami International Airport (MIA) – Concourse E Subprogram No. 2000000094	$2,205,500.00	#3000129
	Miami International Airport (MIA) – Terminal Wide Subprogram, Program No. 2000001043	$5,293,200.00	#3002143
	General Aviation Airports Subprogram, Program No. 2000001049	$2,205,500.00	#3002149
	Miami International Airport (MIA) – Miscellaneous Projects Subprogram, Program No. 2000000096	$2,205,500.00	#3000131
Subtotal:		**$33,082,500.00**	
Reserve Maintenance Fund 20% of Grand Total	Miami International Airport (MIA) – MIA Reserve Maintenance Subprogram No. 2000000068	$8,270,625.00	#3000091
Subtotal:		**$8,270,625.00**	
Grand Total:		**$41,353,125.00**	

See the table below for specific funding types, and whether they are applicable to this PSA.

Funding Type	Applicable (Yes or No)
People's Transportation Plan (PTP)	No
General Obligation Bond (GOB)	No
American Recovery and Reinvestment Act (ARRA- Economic Stimulus)	No

TRACK RECORD/MONITOR

The designated staff contact to track and monitor this contract is Contract Manager: Sylvia Novela, 305-876-7048, SNovela@flymia.com and Project Manager Richard Cabrera, 305-869-3481, RCabrera@flymia.com.

BACKGROUND

The Aviation Department's robust CIP continues to propel the transformation of MIA into a world-class aviation hub capable of meeting the region's growing demands. Under the proposed PSA, CES will deploy a team of highly experienced engineers and certified technicians to support this effort through

comprehensive threshold and construction inspection services. Their responsibilities will include overseeing critical construction phases, monitoring contractor performance, and ensuring adherence to all applicable codes, standards, and project specifications.

In addition, CES will lead the commissioning of complex building and operational systems across a wide range of airport facilities and infrastructure. This commissioning process involves rigorous testing, verification, and documentation to confirm that each system performs reliably, integrates properly with other airport operations, and meets the design intent. By validating system integrity and functionality before projects enter service, CES helps safeguard passenger safety, operational efficiency, and long-term asset performance.

Together, these services play a vital role in ensuring that all CIP projects are delivered safely, efficiently, and in full compliance with regulatory and operational requirements, ultimately supporting MIA's continued evolution into a premier global gateway.

The work authorized by this PSA will begin only after the Aviation Department issues a service order to CES. Work will continue based on the issuance of subsequent service orders. Each service order shall specify the scope of work, including deliverables, completion time, and the total compensation for the authorized services.

The five (5) year term of this PSA becomes effective upon the execution of the agreement by all parties. The term shall remain effective until all services are completed or until those service orders in force at the end of the term have been completed or accepted, whichever occurs later.

All firms were evaluated in accordance with Section 2-10.4 of the Miami-Dade County Code, Implementing Order 3-34, and Administrative Order 3-39. In accordance with the legislation, CES is the recommended firm.

PROCUREMENT HISTORY

The Request to Advertise was filed with the Clerk of the Board on August 18, 2025. A total of sixteen (16) proposals were received by the submittal deadline of October 14, 2025. The proposals submitted by one (1) firm, Apex One Home Inspections Corp., did not meet the prequalification/technical certification requirements pursuant to the Notice to Professional Consultants (NTPC) and were deemed non-compliant. Consequently, their proposal was not evaluated by the Competitive Selection Committee (CSC). On November 6, 2025, the Strategic Procurement Department (SPD) Project Review and Analysis Unit reviewed the proposals and deemed that the fifteen (15) firms were compliant with the 18 percent Small Business Enterprise (SBE) Architectural & Engineering (A&E) contract measure established for this project including: HDR Engineering, Inc.; Ardurra Group, Inc.; Nifah & Partners Consulting Engineers, Inc.; EAC Consulting, Inc.; CES Consultants, Inc.; JSM & Associates, LLC; CSA Central, Inc.; GFT Infrastructure, Inc.; Conemco Engineering, Inc.; Ally Engineering Services, Inc.; Keith and Associates, Inc. d/b/a/Keith; A. D. A. Engineering, Inc.; The Roderick Group, LLC d/b/a Ardmore Roderick; SGM Engineering, Inc.; and Atkinsrealis USA, Inc. (See Attachment B: Project Worksheet and Compliance Review)

Pursuant to County Resolution No. R-62-22, which amended Implementing Order 3-34, and became effective on July 11, 2022, the CSC was provided with all reports and findings of the OIG and the Office of the Commission on Ethics and Public Trust (COE) regarding any Proposer and their proposed subcontractor(s) for consideration while scoring in accordance with the applicable criteria identified in the solicitation. On October 27, 2025, the OIG notified the CSC Coordinator that no reports or findings were located for this E25AV01 project. On November 7, 2025, the COE responded that a search of its closed complaint files for complainants and respondent data fields was performed, and none were found,

indicating there were no problems found with the Prime or the subconsultants who participated in the proposal.

On January 13, 2026, at the First-Tier meeting, the CSC evaluated all responsive and responsible proposals and deemed the information sufficient to determine the qualifications of the teams. The CSC was tasked with evaluating the experience and qualifications of the Proposers and scored and ranked the proposals in accordance with the evaluation criteria outlined in the solicitation.

By majority vote, the CSC decided to forego Second-Tier proceedings and recommended the fifth highest-ranked firm, CES, to negotiate this PSA. See Table A.

Table A.

Firm	Total Adjusted Qualitative Points	Total Adjusted Ordinal Score	Final Ranking
HDR ENGINEERING, INC	394	6	1
ARDURRA GROUP, INC	384	12	2
NIFAH & PARTNERS CONSULTING ENGINEERS, INC	378	13	3
EAC CONSULTING, INC	376	17	4
CES CONSULTANTS, INC	367	18	5
JSM & ASSOCIATES, LLC	365	21	6
CSA CENTRAL, INC	363	21	7
GFT INFRASTRUCTURE, INC	374	22	8
CONEMCO ENGINEERING, INC	356	24	9
ALLY ENGINEERING SERVICES, INC	351	31	10
KEITH AND ASSOCIATES, INC d/b/a KEITH	365	33	11
A. D. A. ENGINEERING, INC	355	37	12
THE RODERICK GROUP, LLC d/b/a ARDMORE RODERICK	329	45	13
SGM ENGINEERING, INC	332	47	14

ATKINSREALIS USA, INC	342	48	15

The Negotiation Committee was approved by the County Mayor's designee on January 30, 2026. (See Attachment C: Negotiation Authorization, List of Respondents, and Tabulation Sheets).

The Negotiation Committee began negotiations with the fifth-highest ranking firm, CES, on March 3, 2026, and concluded negotiations on March 10, 2026.

VENDOR(S) RECOMMENDED FOR AWARD

The table below depicts a summary of the recommended firm.

Vendor Name	Principal Address	Local Address	Number of Employee Residents* 1) Miami-Dade County 2) Percentage (%)	Principal
CES Consultants, Inc.	**3150 SW 38th Ave, Suite 450, Miami, FL 33146**	**3150 SW 38th Ave, Suite 450, Miami, FL 33146**	**29%** **22.8%**	**Juan Alfonso, AIA, NCARB, RID, CCM**

*Pursuant to R-1011-15, the percentage of employee residents is the percentage of the vendor's employees who reside in Miami-Dade County as compared to the vendor's total workforce.

The sub-consultants/subcontractors for this project are Cueto Engineering, LLC, EXP US Services, Inc., and Gurri Matute, P.A.

DUE DILIGENCE

Pursuant to R-187-12, MDAD conducted due diligence in accordance with the Strategic Procurement Department (SPD) guidelines to determine vendor responsibility, including verifying corporate status and that no performance or compliance issues exist. The lists referenced include the Capital Improvements Information System, the SBD Division database, Sunbiz, the Tax Collector's Office, convicted vendors, debarred vendors, delinquent contractors, and the federal excluded parties list. Also examined as part of this due diligence: Florida Division of Business and Professional Regulation. There were no adverse findings relating to vendor responsibility.

A review of the County's Capital Improvements Information System showed that the recommended vendor has an average evaluation score of 3.6 out of a possible 4.0, indicating good performance. (See Attachment D: Contractor Evaluations Report).

According to the Firm History Report provided by SPD, within the last three (3) years, CES has received two (2) contracts as a Prime Contractor totaling $795,980.00. For the period July 2014 – October 2022, CES received four (4) contracts as a Prime Contractor with a value of $7,050,000.00. The total amount awarded to CES as prime is $7,845,980.00. (See Attachment E: A/E Firm History Report).

APPLICABLE ORDINANCES AND MEASURES

The table below lists various legislative policies and whether they apply to this item.

Title	Legislation	Applicable (Yes or No)	Notations
In-house Capabilities	Resolution R-1204-05	Yes	MDAD evaluated and determined that MDAD does not have the in-house capabilities to perform threshold inspections and construction services due to the multidisciplinary expertise and workforce size required for services in this discipline.
Consultants' Competitive Negotiation Act	Florida Statute 287.055	Yes	
Local Preference	Code Section 2-8.5	Yes	
Local Certified Veteran Business Enterprise Preference	Code Section 2-8.5.1	Yes	
Small Business Enterprise - Architecture and Engineering	Code Section 2-10.4.01 and Implementing Order 3-32	Yes	SBE - A&E: 18 percent
Small Business Enterprise - Services	Code Section 2-8.1.1.1.1 and Implementing Order 3-41	No	
Small Business Enterprise - Goods	Code Section 2-8.1.1.1.2 and Implementing Order 3-41	No	
Sea Level Rise	Ordinance 14-79	Yes	Pursuant to Miami-Dade County Ordinance 14-79, all activity as a result of this contract, including building elevation, installation of mechanical and electrical systems, and building and infrastructure design plans shall consider sea level rise projections and potential impacts as best estimated at the time of the project, using the regionally consistent Unified Sea Level Rise Projections, during all project phases including but not limited to planning, design, and construction, in order to ensure

Title	Legislation	Applicable (Yes or No)	Notations
			that infrastructure projects will function properly for fifty (50) years or the design life of the project, whichever is greater.
Sustainable Buildings Program	Implementing Order 8-8	Yes	All activity shall comply with the County's "Sustainable Buildings Program", more specifically, (i) Resolutions No. R-617-17; (ii) Sections 2-1 of the Miami-Dade County Code; BCC Rule 5.10 and Chapter 9; Article III, Section 9-71 through 9-75, of the Code, in addition to Implementing Order (I.O.) 8-8, which established a County policy to incorporate, wherever practical, Green Building Practices into the planning, budgeting, design, construction, operations, management, renovation, maintenance and decommissioning of public projects.
Art in Public Places	Code Section 2-11.15	No	
Buy American Iron and Steel Procurement Program	Ordinance 21-22	No	
Office of Inspector General Fee	Code Section 2-1076	Yes	

Jimmy Morales
Chief Operating Officer

Signature Page
Contract No: E25AV01E
to CES Consultants, Inc.

BUDGET APPROVAL FUNDS AVAILABLE:	DB _____ **OFFICE OF MANAGEMENT AND BUDGET (OMB) DIRECTOR**	04/28/2026 **DATE**
APPROVED AS TO LEGAL SUFFICIENCY:	_____ **COUNTY ATTORNEY**	4-23-26 **DATE**
	_____ **COUNTY MAYOR OR DESIGNEE**	05/13/26 **DATE**
CLERK DATE		**DATE**

Attachment A

Adopted Budget and Multi-Year Capital Plan FY 2025-26, Pages 204, 206-208, 211-213, 216

CAPITAL BUDGET SUMMARY

(dollars in thousands)	PRIOR	FY 25-26	FY 26-27	FY 27-28	FY 28-29	FY 29-30	FY 30-31	FUTURE	TOTAL
Revenue									
Aviation 2016 Commercial Paper	170,000	0	0	0	0	0	0	0	170,000
Aviation 2021 Commercial Paper	180,000	0	0	0	0	0	0	0	180,000
Aviation Operating Funds	7,466	1,807	0	0	0	0	0	0	9,273
Aviation Passenger Facility Charge	87,704	3,191	0	25,827	39,869	4,304	0	0	160,895
Aviation Revenue Bonds	257,803	0	0	0	0	0	0	0	257,803
Claims Construction Fund	8,918	0	0	0	0	0	0	0	8,918
Double-Barreled GO Bonds	32,045	0	0	0	0	0	0	0	32,045
FDOT Funds	126,193	39,932	14,034	3,769	0	0	5,775	7,604	197,307
Federal Aviation Administration	151,948	32,446	125,119	11,257	11,805	9,492	9,492	18,961	370,520
Future Financing	256,686	481,452	725,267	972,749	1,078,881	1,031,957	1,079,969	4,092,313	9,719,274
Improvement Fund	85,334	18,277	14,528	12,558	11,494	1,955	5,474	5,604	155,224
Reserve Maintenance Fund	203,427	122,869	120,000	43,500	43,500	40,000	40,000	40,000	653,296
Transportation Security Administration Funds	113,170	0	0	0	0	0	0	0	113,170
Total:	1,680,694	699,974	998,948	1,069,660	1,185,549	1,087,708	1,140,710	4,164,482	12,027,725
Expenditures									
Strategic Area: ED									
Facility Expansion	277,775	204,333	215,592	199,892	149,453	149,623	103,069	22,428	1,322,165
Facility Improvements	1,402,919	495,641	783,356	869,768	1,036,096	938,085	1,037,641	4,142,054	10,705,560
Total:	1,680,694	699,974	998,948	1,069,660	1,185,549	1,087,708	1,140,710	4,164,482	12,027,725

FUNDED CAPITAL PROGRAMS

(dollars in thousands)

GENERAL AVIATION AIRPORTS SUBPROGRAM **PROGRAM #: 2000001049**

DESCRIPTION: Rehabilitate Runway 9-27 and construct run-up pad and construct a jet blast deflection fence at Opa-Locka Airport; upgrade security at Miami - Homestead Airport; construct runway incursion mitigation option 2 - Phase 1; expand south apron for a new taxi lane; construct a new 130-foot high Air traffic Control Tower; construct runway incursion mitigation hot spot 1 with Taxiway H - west extension to Threshold 9R at Miami Executive Airport; and construct an aircraft design group III taxi-lane and taxi-lane connector at Miami International Airport

LOCATION: General Aviation Airports — District Located: 1,11
Various Sites — District(s) Served: Countywide

REVENUE SCHEDULE:	PRIOR	2025-26	2026-27	2027-28	2028-29	2029-30	2030-31	FUTURE	TOTAL
Aviation 2016 Commercial Paper	140	0	0	0	0	0	0	0	140
Aviation Revenue Bonds	19,716	0	0	0	0	0	0	0	19,716
FDOT Funds	8,897	1,897	742	969	0	0	0	2,879	15,384
Federal Aviation Administration	29,545	3,947	3,832	10,480	9,492	9,492	9,492	18,961	95,241
Future Financing	6,178	12,485	20,351	33,031	25,218	6,500	0	5,752	109,515
TOTAL REVENUES:	**64,476**	**18,329**	**24,925**	**44,480**	**34,710**	**15,992**	**9,492**	**27,592**	**239,996**
EXPENDITURE SCHEDULE:	**PRIOR**	**2025-26**	**2026-27**	**2027-28**	**2028-29**	**2029-30**	**2030-31**	**FUTURE**	**TOTAL**
Construction	47,459	14,504	22,575	41,781	33,316	15,796	9,296	26,305	211,032
Planning and Design	17,017	3,825	2,350	2,699	1,394	196	196	1,287	28,964
TOTAL EXPENDITURES:	**64,476**	**18,329**	**24,925**	**44,480**	**34,710**	**15,992**	**9,492**	**27,592**	**239,996**

MIAMI INTERNATIONAL AIRPORT (MIA) - BUILDING RECERTIFICATION PROGRAM **PROGRAM #: 2000004039**

DESCRIPTION: Inspect and repair buildings 30 years and older for roof, structural, electrical and mechanical safety as part of the building recertification process

LOCATION: Miami International Airport
Unincorporated Miami-Dade County

District Located: 6
District(s) Served: Countywide

REVENUE SCHEDULE:	PRIOR	2025-26	2026-27	2027-28	2028-29	2029-30	2030-31	FUTURE	TOTAL
Aviation 2021 Commercial Paper	3,055	0	0	0	0	0	0	0	3,055
Future Financing	0	16,538	16,538	26,371	46,038	44,660	29,500	417,300	596,945
TOTAL REVENUES:	**3,055**	**16,538**	**16,538**	**26,371**	**46,038**	**44,660**	**29,500**	**417,300**	**600,000**
EXPENDITURE SCHEDULE:	**PRIOR**	**2025-26**	**2026-27**	**2027-28**	**2028-29**	**2029-30**	**2030-31**	**FUTURE**	**TOTAL**
Construction	0	0	0	9,833	29,500	29,500	29,500	417,300	515,633
Planning and Design	3,055	16,538	16,538	16,538	16,538	15,160	0	0	84,367
TOTAL EXPENDITURES:	**3,055**	**16,538**	**16,538**	**26,371**	**46,038**	**44,660**	**29,500**	**417,300**	**600,000**

MIAMI INTERNATIONAL AIRPORT (MIA) - CARGO AND NON-TERMINAL BUILDINGS SUBPROGRAM **PROGRAM #: 2000001048**

DESCRIPTION: Demolish buildings 703 and 703A; complete environmental assessment and remediation of demolished buildings; demolish building 5A and relocate tenants; improve apron and airside areas of building 702; construct MIA General Service Equipment (GSE) facility for north terminal; construct a vehicle fueling and car wash facility; demolish building 3039 and existing fuel facility; construct a temporary south terminal GSE facility; modify NW 20th Street Airport Operations area; demolish building 704; develop a west cargo truck parking area; complete the Aviation Department's office relocations and building 3032 replacement; construct hanger and parking garage for various tenants on northside of airfield; and build two-story hangar/office building including ramp and apron improvements; construct parking garage for transportation network company vehicles and taxis; renovate building 3030

LOCATION: Miami International Airport
Unincorporated Miami-Dade County

District Located: 6
District(s) Served: Countywide

REVENUE SCHEDULE:	PRIOR	2025-26	2026-27	2027-28	2028-29	2029-30	2030-31	FUTURE	TOTAL
Aviation Operating Funds	5,294	1,807	0	0	0	0	0	0	7,101
Aviation Revenue Bonds	2,715	0	0	0	0	0	0	0	2,715
FDOT Funds	671	1,829	0	0	0	0	0	0	2,500
Future Financing	6,191	55,887	64,871	82,694	168,287	142,247	33,273	5,210	558,660
Improvement Fund	26,562	5,009	1,829	383	1,532	1,955	5,474	5,604	48,348
TOTAL REVENUES:	**41,433**	**64,532**	**66,700**	**83,077**	**169,819**	**144,202**	**38,747**	**10,814**	**619,324**
EXPENDITURE SCHEDULE:	**PRIOR**	**2025-26**	**2026-27**	**2027-28**	**2028-29**	**2029-30**	**2030-31**	**FUTURE**	**TOTAL**
Construction	31,625	56,446	51,190	71,203	162,396	141,174	38,118	10,491	562,643
Planning and Design	9,808	8,086	15,510	11,874	7,423	3,028	629	323	56,681
TOTAL EXPENDITURES:	**41,433**	**64,532**	**66,700**	**83,077**	**169,819**	**144,202**	**38,747**	**10,814**	**619,324**

MIAMI INTERNATIONAL AIRPORT (MIA) - CENTRAL BASE APRON AND UTILITIES SUBPROGRAM **PROGRAM #: 2000000093**

DESCRIPTION: Replace, reconfigure and expand apron east of the old Pan American 3095 Hangar; construct a new service road and service road bridge; provide new pavement markings; and provide culvert and filling of existing canal

LOCATION: Miami International Airport
Unincorporated Miami-Dade County

District Located: 6
District(s) Served: Countywide

REVENUE SCHEDULE:	PRIOR	2025-26	2026-27	2027-28	2028-29	2029-30	2030-31	FUTURE	TOTAL
Aviation Revenue Bonds	20,018	0	0	0	0	0	0	0	20,018
FDOT Funds	8,077	0	0	0	0	0	0	0	8,077
Federal Aviation Administration	51,846	54	0	0	0	0	0	0	51,900
Future Financing	0	3,074	0	0	0	0	25,413	0	28,487
TOTAL REVENUES:	**79,941**	**3,128**	**0**	**0**	**0**	**0**	**25,413**	**0**	**108,482**
EXPENDITURE SCHEDULE:	**PRIOR**	**2025-26**	**2026-27**	**2027-28**	**2028-29**	**2029-30**	**2030-31**	**FUTURE**	**TOTAL**
Construction	71,820	3,128	0	0	0	0	21,588	0	96,536
Planning and Design	8,121	0	0	0	0	0	3,825	0	11,946
TOTAL EXPENDITURES:	**79,941**	**3,128**	**0**	**0**	**0**	**0**	**25,413**	**0**	**108,482**

MIAMI INTERNATIONAL AIRPORT (MIA) - CENTRAL TERMINAL SUBPROGRAM **PROGRAM #: 2000001041**

DESCRIPTION: Redevelop Concourse E to Concourse F connector; redevelop Concourse F infill for a new secure concession and circulations; improve ticket lobby and raise lobby roof; improve vertical circulation; consolidate Security Screening Check Point for concourse E and Concourse F; replace terminal entrance doors; renovate MIA central terminal façade curbside; and construct Concourse F to Concourse H connector; rehabilitate automated people mover in Concourse E Satellite; install advanced virtual docking guidance system in Concourse F gates; construct Concourse F new baggage handling piers; construct South Terminal to Central Terminal crossover of baggage; construct a new Concourse F; demolish Concourse G; demolish existing Concourse F; rehabilitate Concourse E and Concourse F taxi lanes and apron

LOCATION: Miami International Airport
Unincorporated Miami-Dade County

District Located: 6
District(s) Served: Countywide

REVENUE SCHEDULE:	PRIOR	2025-26	2026-27	2027-28	2028-29	2029-30	2030-31	FUTURE	TOTAL
Aviation 2021 Commercial Paper	974	0	0	0	0	0	0	0	974
Aviation Revenue Bonds	10,844	0	0	0	0	0	0	0	10,844
FDOT Funds	4,000	0	0	0	0	0	0	0	4,000
Federal Aviation Administration	13,221	12,273	4,481	777	2,313	0	0	0	33,065
Future Financing	20,520	36,516	42,367	43,187	110,285	164,674	396,141	1,501,809	2,315,499
Improvement Fund	2,820	0	0	0	0	0	0	0	2,820
TOTAL REVENUES:	**52,379**	**48,789**	**46,848**	**43,964**	**112,598**	**164,674**	**396,141**	**1,501,809**	**2,367,202**
EXPENDITURE SCHEDULE:	**PRIOR**	**2025-26**	**2026-27**	**2027-28**	**2028-29**	**2029-30**	**2030-31**	**FUTURE**	**TOTAL**
Construction	35,190	28,018	21,442	24,817	87,698	143,106	361,133	1,369,490	2,070,894
Planning and Design	17,189	20,771	25,406	19,147	24,900	21,568	35,008	132,319	296,308
TOTAL EXPENDITURES:	**52,379**	**48,789**	**46,848**	**43,964**	**112,598**	**164,674**	**396,141**	**1,501,809**	**2,367,202**

MIAMI INTERNATIONAL AIRPORT (MIA) - CONCOURSE E SUBPROGRAM **PROGRAM #: 2000000094**

DESCRIPTION: Renovate Concourse E to include interior, exterior and code requirement upgrades; upgrade passenger loading bridges; replace automated people mover; rehabilitate apron pavement in Concourse E's Satellite and Lower concourse; implement automated processing for inbound international passengers working in conjunction with the Department of Homeland Security utilizing the latest technology and modified Transportation Security Administration (TSA) approved processes; and build new chiller plant to meet preconditioned air demands; and upgrade life safety features; renovate Concourse E Federal Inspection Services (FIS) area phase 2; replace Concourse E satellite glazing; upgrade Concourse E mechanical and electrical rooms; renovate lower Concourse E greeters lobby

LOCATION: Miami International Airport — District Located: 6
Unincorporated Miami-Dade County — District(s) Served: Countywide

REVENUE SCHEDULE:	PRIOR	2025-26	2026-27	2027-28	2028-29	2029-30	2030-31	FUTURE	TOTAL
Aviation 2016 Commercial Paper	8,091	0	0	0	0	0	0	0	8,091
Aviation 2021 Commercial Paper	22,253	0	0	0	0	0	0	0	22,253
Aviation Operating Funds	175	0	0	0	0	0	0	0	175
Aviation Revenue Bonds	90,113	0	0	0	0	0	0	0	90,113
FDOT Funds	48,269	1,777	0	0	0	0	0	0	50,046
Federal Aviation Administration	8,547	0	0	0	0	0	0	0	8,547
Future Financing	16,834	25,149	49,183	18,799	59,421	96,316	179,050	223,901	668,653
Reserve Maintenance Fund	57,496	0	0	0	0	0	0	0	57,496
TOTAL REVENUES:	**251,778**	**26,926**	**49,183**	**18,799**	**59,421**	**96,316**	**179,050**	**223,901**	**905,374**
EXPENDITURE SCHEDULE:	**PRIOR**	**2025-26**	**2026-27**	**2027-28**	**2028-29**	**2029-30**	**2030-31**	**FUTURE**	**TOTAL**
Construction	229,115	24,097	36,660	10,502	48,439	82,799	156,977	217,288	805,877
Planning and Design	22,663	2,829	12,523	8,297	10,982	13,517	22,073	6,613	99,497
TOTAL EXPENDITURES:	**251,778**	**26,926**	**49,183**	**18,799**	**59,421**	**96,316**	**179,050**	**223,901**	**905,374**

MIAMI INTERNATIONAL AIRPORT (MIA) - CONVEYANCE EQUIPMENT **PROGRAM #: 2000004038**

DESCRIPTION: Replace and/or refurbish all elevators, escalators and moving walkways at MIA

LOCATION: Miami International Airport — District Located: 6
Unincorporated Miami-Dade County — District(s) Served: Countywide

REVENUE SCHEDULE:	PRIOR	2025-26	2026-27	2027-28	2028-29	2029-30	2030-31	FUTURE	TOTAL
Aviation 2021 Commercial Paper	878	0	0	0	0	0	0	0	878
Future Financing	24,466	24,945	26,295	34,794	41,294	66,295	56,295	233,091	507,475
TOTAL REVENUES:	**25,344**	**24,945**	**26,295**	**34,794**	**41,294**	**66,295**	**56,295**	**233,091**	**508,353**
EXPENDITURE SCHEDULE:	**PRIOR**	**2025-26**	**2026-27**	**2027-28**	**2028-29**	**2029-30**	**2030-31**	**FUTURE**	**TOTAL**
Construction	24,633	24,234	24,978	33,477	39,977	64,978	54,978	226,564	493,819
Planning and Design	711	711	1,317	1,317	1,317	1,317	1,317	6,527	14,534
TOTAL EXPENDITURES:	**25,344**	**24,945**	**26,295**	**34,794**	**41,294**	**66,295**	**56,295**	**233,091**	**508,353**

MIAMI INTERNATIONAL AIRPORT (MIA) - MISCELLANEOUS PROJECTS SUBPROGRAM **PROGRAM #: 2000000096**

DESCRIPTION: Rehabilitate Taxiway T and S; realign Taxiway R; construct Airport Operations Control Room (AOC); construct new employee parking garage; replace Concourses E through H ticket counters; repair MIA parking garage structure; and rehabilitate the Automated Peoples Mover ("APM") Bridge in Concourse E Satellite

LOCATION: Miami International Airport
Unincorporated Miami-Dade County

District Located: 6
District(s) Served: Countywide

REVENUE SCHEDULE:	PRIOR	2025-26	2026-27	2027-28	2028-29	2029-30	2030-31	FUTURE	TOTAL
Aviation 2016 Commercial Paper	40,638	0	0	0	0	0	0	0	40,638
Aviation 2021 Commercial Paper	35,900	0	0	0	0	0	0	0	35,900
Aviation Revenue Bonds	11,600	0	0	0	0	0	0	0	11,600
Double-Barreled GO Bonds	31,457	0	0	0	0	0	0	0	31,457
FDOT Funds	17,096	3,392	1,114	0	0	0	0	0	21,602
Federal Aviation Administration	37,062	2,544	6,439	0	0	0	0	0	46,045
Future Financing	26,700	33,975	57,471	22,915	25,669	5,810	0	22,602	195,142
Improvement Fund	32,290	0	0	0	0	0	0	0	32,290
Reserve Maintenance Fund	1,631	0	0	0	0	0	0	0	1,631
TOTAL REVENUES:	**234,374**	**39,911**	**65,024**	**22,915**	**25,669**	**5,810**	**0**	**22,602**	**416,305**
EXPENDITURE SCHEDULE:	**PRIOR**	**2025-26**	**2026-27**	**2027-28**	**2028-29**	**2029-30**	**2030-31**	**FUTURE**	**TOTAL**
Construction	208,063	37,544	61,876	20,341	23,137	4,685	0	15,686	371,332
Planning and Design	26,311	2,367	3,148	2,574	2,532	1,125	0	6,916	44,973
TOTAL EXPENDITURES:	**234,374**	**39,911**	**65,024**	**22,915**	**25,669**	**5,810**	**0**	**22,602**	**416,305**

MIAMI INTERNATIONAL AIRPORT (MIA) - NEW PROGRAM CONTINGENCY **PROGRAM #: 2000001674**

DESCRIPTION: Provide contingency funding for various miscellaneous and/or extraordinary capital projects including but not limited to unforeseen construction costs

LOCATION: Miami International Airport
Unincorporated Miami-Dade County

District Located: 6
District(s) Served: Countywide

REVENUE SCHEDULE:	PRIOR	2025-26	2026-27	2027-28	2028-29	2029-30	2030-31	FUTURE	TOTAL
Future Financing	0	0	0	0	0	0	0	329,247	329,247
TOTAL REVENUES:	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**329,247**	**329,247**
EXPENDITURE SCHEDULE:	**PRIOR**	**2025-26**	**2026-27**	**2027-28**	**2028-29**	**2029-30**	**2030-31**	**FUTURE**	**TOTAL**
Construction	0	0	0	0	0	0	0	329,247	329,247
TOTAL EXPENDITURES:	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**329,247**	**329,247**

MIAMI INTERNATIONAL AIRPORT (MIA) - NORTH TERMINAL SUBPROGRAM **PROGRAM #: 2000001042**

DESCRIPTION: Redevelop North Terminal's regional commuter facility to include Concourse D west extension of building and apron and utilities phases 1 thru 6; upgrade North Terminal ramp level restrooms; implement North Terminal Gate Optimization; complete North Terminal Gate infrastructure upgrades to accommodate for larger aircraft; install Swing Door at Gates D-60; construct a new AOA gate at Central Base; install North Terminal Development Baggage System; complete TSA recapitalization; and purchase sky train vehicles; refurbish Concourse F; renovate Gate 12 office

LOCATION: Miami International Airport
Unincorporated Miami-Dade County

District Located: 6
District(s) Served: Countywide

REVENUE SCHEDULE:	PRIOR	2025-26	2026-27	2027-28	2028-29	2029-30	2030-31	FUTURE	TOTAL
Aviation Revenue Bonds	244	0	0	0	0	0	0	0	244
Claims Construction Fund	8,918	0	0	0	0	0	0	0	8,918
FDOT Funds	962	2,955	1,046	359	0	0	0	0	5,322
Future Financing	12,354	18,231	94,919	134,705	145,346	63,044	0	797,987	1,266,586
Reserve Maintenance Fund	964	0	0	0	0	0	0	0	964
Transportation Security Administration Funds	5,748	0	0	0	0	0	0	0	5,748
TOTAL REVENUES:	**29,190**	**21,186**	**95,965**	**135,064**	**145,346**	**63,044**	**0**	**797,987**	**1,287,782**
EXPENDITURE SCHEDULE:	**PRIOR**	**2025-26**	**2026-27**	**2027-28**	**2028-29**	**2029-30**	**2030-31**	**FUTURE**	**TOTAL**
Construction	15,788	18,078	86,696	124,662	91,976	12,481	0	782,940	1,132,621
Planning and Design	13,402	3,108	9,269	10,402	53,370	50,563	0	15,047	155,161
TOTAL EXPENDITURES:	**29,190**	**21,186**	**95,965**	**135,064**	**145,346**	**63,044**	**0**	**797,987**	**1,287,782**

MIAMI INTERNATIONAL AIRPORT (MIA) - PASSENGER BOARDING BRIDGES SUBPROGRAM **PROGRAM #: 2000000596**

DESCRIPTION: Replace 44 Passenger Boarding Bridges (PBBs) and associated equipment at concourses D, E, F and G by FY 2026-27

LOCATION: Miami International Airport
Unincorporated Miami-Dade County

District Located: 6
District(s) Served: Countywide

REVENUE SCHEDULE:	PRIOR	2025-26	2026-27	2027-28	2028-29	2029-30	2030-31	FUTURE	TOTAL
Aviation 2021 Commercial Paper	2,728	0	0	0	0	0	0	0	2,728
Aviation Passenger Facility Charge	64,880	3,191	0	0	0	0	0	0	68,071
FDOT Funds	2,087	0	0	0	0	0	0	0	2,087
Future Financing	0	12,126	0	0	0	0	0	0	12,126
TOTAL REVENUES:	**69,695**	**15,317**	**0**	**0**	**0**	**0**	**0**	**0**	**85,012**
EXPENDITURE SCHEDULE:	**PRIOR**	**2025-26**	**2026-27**	**2027-28**	**2028-29**	**2029-30**	**2030-31**	**FUTURE**	**TOTAL**
Construction	67,555	13,890	0	0	0	0	0	0	81,445
Planning and Design	2,140	1,427	0	0	0	0	0	0	3,567
TOTAL EXPENDITURES:	**69,695**	**15,317**	**0**	**0**	**0**	**0**	**0**	**0**	**85,012**

MIAMI INTERNATIONAL AIRPORT (MIA) - RESERVE MAINTENANCE SUBPROGRAM **PROGRAM #: 2000000068**

DESCRIPTION: Provide funding for various miscellaneous and/or extraordinary capital projects including but not limited to maintenance, repairs, renewals and/or replacement; replacement of IT equipment; replacement of vehicles; and miscellaneous environmental and paving rehabilitation projects

LOCATION: Miami International Airport
Unincorporated Miami-Dade County

District Located: 6
District(s) Served: Countywide

REVENUE SCHEDULE:	PRIOR	2025-26	2026-27	2027-28	2028-29	2029-30	2030-31	FUTURE	TOTAL
FDOT Funds	2,639	0	0	0	0	0	0	0	2,639
Reserve Maintenance Fund	131,481	120,000	120,000	40,000	40,000	40,000	40,000	40,000	571,481
TOTAL REVENUES:	**134,120**	**120,000**	**120,000**	**40,000**	**40,000**	**40,000**	**40,000**	**40,000**	**574,120**
EXPENDITURE SCHEDULE:	**PRIOR**	**2025-26**	**2026-27**	**2027-28**	**2028-29**	**2029-30**	**2030-31**	**FUTURE**	**TOTAL**
Construction	132,365	119,944	119,938	39,973	39,998	40,000	40,000	39,177	571,395
Planning and Design	1,755	56	62	27	2	0	0	823	2,725
TOTAL EXPENDITURES:	**134,120**	**120,000**	**120,000**	**40,000**	**40,000**	**40,000**	**40,000**	**40,000**	**574,120**

MIAMI INTERNATIONAL AIRPORT (MIA) - SOUTH TERMINAL EXPANSION SUBPROGRAM **PROGRAM #: 2000001317**

DESCRIPTION: Augment South Terminal Smoke Evacuation System; perform Concourse H Glazing and Curtain Wall Assessment and Corrective Action; demolish Building 3050 for South Terminal Expansion; relocate South Terminal Apron and Utilities Phase 1; expand South Terminal eastward adding new gates; and develop South Terminal Centralized Checkpoint; construct new lounge; construct new Concourse F baggage piers and crossover to Central Terminal; rehabilitate concourse H to J

LOCATION: Miami International Airport
Unincorporated Miami-Dade County

District Located: 6
District(s) Served: Countywide

REVENUE SCHEDULE:	PRIOR	2025-26	2026-27	2027-28	2028-29	2029-30	2030-31	FUTURE	TOTAL
Aviation 2021 Commercial Paper	13,690	0	0	0	0	0	0	0	13,690
FDOT Funds	6,271	23,931	0	0	0	0	0	0	30,202
Federal Aviation Administration	2,556	2,444	91,246	0	0	0	0	0	96,246
Future Financing	210	72,334	61,904	180,151	144,169	148,952	93,141	5,557	706,418
Reserve Maintenance Fund	328	0	0	0	0	0	0	0	328
TOTAL REVENUES:	**23,055**	**98,709**	**153,150**	**180,151**	**144,169**	**148,952**	**93,141**	**5,557**	**846,884**
EXPENDITURE SCHEDULE:	**PRIOR**	**2025-26**	**2026-27**	**2027-28**	**2028-29**	**2029-30**	**2030-31**	**FUTURE**	**TOTAL**
Construction	15,297	90,276	143,852	170,519	135,199	144,852	91,934	5,042	796,971
Planning and Design	7,758	8,433	9,298	9,632	8,970	4,100	1,207	515	49,913
TOTAL EXPENDITURES:	**23,055**	**98,709**	**153,150**	**180,151**	**144,169**	**148,952**	**93,141**	**5,557**	**846,884**

MIAMI INTERNATIONAL AIRPORT (MIA) - TERMINAL WIDE ROOF SUBPROGRAM **PROGRAM #: 2000001574**

DESCRIPTION: Replace and upgrade the terminal-wide roof and lightning systems to include roof demolition and roof replacement with a Modified Bitumen Membrane Roofing System; and implement mechanical, structural, electrical and plumbing (MEP) upgrades; and install a lightning protection system

LOCATION: Miami International Airport
Unincorporated Miami-Dade County

District Located: 6
District(s) Served: Countywide

REVENUE SCHEDULE:	PRIOR	2025-26	2026-27	2027-28	2028-29	2029-30	2030-31	FUTURE	TOTAL
Aviation 2021 Commercial Paper	104	0	0	0	0	0	0	0	104
Aviation Revenue Bonds	2,782	0	0	0	0	0	0	0	2,782
FDOT Funds	5,338	847	0	0	0	0	0	0	6,185
Future Financing	0	1,823	28,524	76,994	102,413	123,323	77,829	153,023	563,929
Reserve Maintenance Fund	0	0	0	3,500	3,500	0	0	0	7,000
TOTAL REVENUES:	**8,224**	**2,670**	**28,524**	**80,494**	**105,913**	**123,323**	**77,829**	**153,023**	**580,000**
EXPENDITURE SCHEDULE:	**PRIOR**	**2025-26**	**2026-27**	**2027-28**	**2028-29**	**2029-30**	**2030-31**	**FUTURE**	**TOTAL**
Construction	849	2,486	27,197	79,167	103,774	121,111	77,644	153,023	565,251
Planning and Design	7,375	184	1,327	1,327	2,139	2,212	185	0	14,749
TOTAL EXPENDITURES:	**8,224**	**2,670**	**28,524**	**80,494**	**105,913**	**123,323**	**77,829**	**153,023**	**580,000**

MIAMI INTERNATIONAL AIRPORT (MIA) - TERMINAL WIDE SUBPROGRAM **PROGRAM #: 2000001043**

DESCRIPTION: Relocate tenants supporting south and central terminal projects; initiate passenger boarding bridges phase II, consisting of the replacement of 50 passenger boarding bridges and related infrastructure; replace public address system; purchase Computer Tomography X-ray (CTX); replace Transportation Security Administration (TSA) security lane equipment; purchase 2-way radio communication system; upgrade Customs and Border Protection (CBP) network and circuits; build Concourse F to Concourse H interconnector; construct central and south terminal bag claim optimization phase 2 and 3; and renovate Concourse D U.S. Customs and Border Protection passport processing area; implement innovation projects such as automated exit lanes and parallel reality; replace existing terminal seating with innovative seating that includes charging stations; replace carpet areas in the airport with terrazzo flooring; replace all wall display screens; replace components of FAT oil and Grease (FOG) program; replace bathroom exhaust fans; install innovative technologies like holograms displays

LOCATION: Miami International Airport
Unincorporated Miami-Dade County

District Located: 6
District(s) Served: Countywide

REVENUE SCHEDULE:	PRIOR	2025-26	2026-27	2027-28	2028-29	2029-30	2030-31	FUTURE	TOTAL
Aviation 2021 Commercial Paper	9,431	0	0	0	0	0	0	0	9,431
Aviation Passenger Facility Charge	0	0	0	25,827	39,869	4,304	0	0	70,000
Federal Aviation Administration	2,805	16	0	0	0	0	0	0	2,821
Future Financing	8,831	29,689	74,404	118,491	104,276	83,739	17,187	6,965	443,582
Improvement Fund	8,360	13,057	12,175	12,175	9,962	0	0	0	55,729
Reserve Maintenance Fund	6,307	2,529	0	0	0	0	0	0	8,836
TOTAL REVENUES:	**35,734**	**45,291**	**86,579**	**156,493**	**154,107**	**88,043**	**17,187**	**6,965**	**590,399**
EXPENDITURE SCHEDULE:	**PRIOR**	**2025-26**	**2026-27**	**2027-28**	**2028-29**	**2029-30**	**2030-31**	**FUTURE**	**TOTAL**
Construction	25,149	35,779	85,827	155,429	152,956	87,278	17,137	5,203	564,758
Planning and Design	10,585	9,512	752	1,064	1,151	765	50	1,762	25,641
TOTAL EXPENDITURES:	**35,734**	**45,291**	**86,579**	**156,493**	**154,107**	**88,043**	**17,187**	**6,965**	**590,399**

Attachment B

SBD Project Worksheet and Compliance Review

Office of Small Business Development

Project Worksheet

Project/Contract Title:	**General Construction Inspection Services**	**Received Date:**	**5/15/2025**
Project/Contract No:	**E25AV01**	**Funding Source:**	**Annual Operating Budget for FY 2025 - 2035**
Department:	**Aviation**		
Estimated Cost of Project/Bid:	**$41,353,125.00**		
Description of Project/Bid:	**The purpose of this solicitation is to establish a pool of five (5) awarded contracts for Miami-Dade Aviation Department (MDAD) for architectural/engineering (A/E) services for Miami International Airport and its ancillary facilities. The scope of services to be provided by the A/E includes, but is not limited to, threshold and construction inspection services and commissioning services for various projects within MDAD's capital improvement program (CIP) under the supervision of MDAD's authorized representative.**		

Contract Measures Recommendation

Measure	Program	Goal Percent
Goal	SBE-A&E	18.00%

Reasons for Recommendation

SMALL BUSINESS ENTERPRISE – ARCHITECTURAL & ENGINEERING (SBE-A&E)

SBD reviewed this project pursuant to Implementing Order 3-32 for SBE-A&E measures. Project information analyzed included the project's scope of services, estimated project cost, minimum requirements/qualifications and funding source. Additional factors included surveys were conducted with certified firms to determine availability and assignment of the noted measure. These indicate a 18.00% SBE-A&E sub-consultant goal is appropriate for the following Technical Categories (TCs) 4.01 - Engineering Design at 1.00%, 4.02 - Architectural Design at 0.25%, 11.00A - Threshold Inspection at 2.00%, 14.00 - Architecture at 0.25%, 17.00 - Engineering Construction Management at 6.00%, 18.00 - Architectural Construction Management at 7.00%, and 27.02 - Commissioning/Retro-Commissioning at 1.50%.

Total Project Cost: Five (5) PSA(s) $8,270,625.00 each = $41,353,125.00 (for work to be assigned amongst the Five (5) PSA(s)).

The Term of Agreement of the PSA(s) is five (5) years with one (1) option to renew five (5) additional years.

Small Business Contract Measure Recommendation

Subtrade	Category
Engineering Design	SBE-A&E
Architectural Design	SBE-A&E
Threshold Inspection	SBE-A&E
Architecture	SBE-A&E
Engineering Const. Management	SBE-A&E
Architectural Const. Management	SBE-A&E
Comissioning/Retro-Commissioning	SBE-A&E

Living Wages:	**YES**		**NO**	X	**Highway:**	**YES**		**NO**	X	**Heavy Construction:**	**YES**		**NO**	X
Responsible Wages:	**YES**		**NO**	X	**Building:**	**YES**		**NO**	X					

County Mayor (Aviation Only)

05/28/25

Date

Memorandum

MIAMI-DADE COUNTY

DATE: November 6, 2025

TO: Ana DaSilva, A/E Consultant Selection Coordinator
Strategic Procurement Department

FROM: Laurie Johnson, Section Chief
Strategic Procurement Department

SUBJECT: Compliance Review
Project No. E25AV01
General Construction Inspection Services (CIS)

The Project Review and Analysis (PRA) Unit, a division of The Strategic Procurement Department (SPD) has completed its review of the subject project for compliance with the Small Business Enterprise – Architecture & Engineering (SBE-A&E) program. The contract measure established for this project is a 18% SBE-A&E measure.

The A&E unit submitted proposals that included a Certificate of Assurance (COA) for the A&E firms listed below acknowledging the project's SBE measures. The firms also submitted their Utilization Plan (UP) identifying the SBE-A&E sub-consultants to fulfill the measures via the Business Management Workforce System (BMWS) and the following is their pre-award compliance status and summary.

	FIRM	STATUS:
1.	Apex One home Inspections Corp	Eliminated
2.	The Roderick Group LLC dba Ardmore Roderick	Compliant
3.	GFT Infrastructure, Inc.	Compliant
4.	JSM & Associates LLC	Compliant
5.	Conemco Engineering, Inc,	Compliant
6.	HDR Engineering Inc.	Compliant
7.	Ardurra Group Inc.	Compliant
8.	EAC Consulting Inc.	Compliant
9.	CES Consultants Inc.	Compliant
10.	SGM Engineering Inc.	Compliant
11.	Nifah & Partners Consulting Engineers Inc.	Compliant
12.	Keith and Associates, Inc. dba Keith	Compliant
13.	CSA Central Inc.	Compliant
14.	AtkinsRealis USA Inc,	Compliant
15.	A D A Engineering Inc.	Compliant
16.	Ally Engineering Services, Inc.	Compliant

SUMMARY:

Apex One Home Inspections Corp. (#1), was eliminated from this submission for failure to be technically certified at the time of proposal submittal, as applicable, which caused the proposal to be deemed non-compliant.

The Roderick Group LLC dba Ardmore Roderick. (#2), a certified SBE-A&E firm submitted a UP, committing to utilize the following certified SBE-A&E firms: A.M.I. Engineering, LLC to provide TCC-04-01 (Engineering Design), and TCC-17 (Engineering Construction Management) at 10%, and Botas Engineering, Inc. to provide TCC 11-00A (Threshold Inspections) at 8% for a total of 18%. The certified SBE-A&E sub-consultants confirmed its participation via BMWS in agreement with the measure.

The Roderick Group LLC dba Ardmore Roderick has satisfied the 18% SBE-A&E sub-consultant goal and is in compliance with the overall Small Business measure established for this contract.

GFT Infrastructure, Inc. (#3), a non-certified A&E firm submitted a UP, committing to utilize the following certified SBE-A&E firms: 305 Consulting Engineers, LLC to provide TCC 4-01 (Engineering Design), and TCC 17 (Engineering Construction Management) at 5%, DDA Engineers, P.A. to provide TCC 04-01 (Engineering Design), TCC 11-00A (Threshold Inspections), and TCC 17 (Engineering Construction Management) at 5%, Delta Consultants LLC to provide TCC 17 (Engineering Construction Management) at 5%, E Plus Engineering and Construction, LLC to provide TCC 04-01 (Engineering Design), and TCC 17 (Engineering Construction Management) at 25%, Louis J. Aguirre & Associates, P.A. to provide TCC 04-01 (Engineering Design), and TCC 17 (Engineering Construction Management) at 5%, Premiere Design Solutions, Inc. to provide TCC 04-01 (Engineering Design), and TCC 17 (Engineering Construction Management) at 2% for a total of 47%. The certified SBE-A&E sub-consultants confirmed its participation via BMWS in agreement with the measure.

GFT Infrastructure, Inc. has satisfied the 18% SBE-A&E sub-consultant goal and is in compliance with the overall Small Business measure established for this contract.

JSM & Associates LLC (#4), a non-certified firm submitted a UP, committing to utilize the following certified SBE-A&E firms: 305 Consulting Engineers, LLC to provide TCC 11.00A (Threshold Inspections) at 8%, Gurri Matute, P.A. to provide TCC 04-02 (Architectural Design), TCC 14 (Architecture), and TCC 18 (Architectural Construction Management) at 4%, and Louis J. Aguirre & Associates, P.A. to provide TCC 04-01 (Engineering Design), and TCC 17 (Engineering Construction Management) at 16% for a total of 28%. The certified SBE-A&E sub-consultants confirmed its participation via BMWS in agreement with the measure.

JSM & Associates LLC has satisfied the 18% SBE-A&E sub-consultant goal and is in compliance with the overall Small Business measure established for this contract.

Conemco Engineering, Inc. (#5), a certified SBE-A&E firm submitted a UP, committing to self-perform TCC 04-01 (Engineering Design), and TCC 17 (Engineering Construction Management) for a total of 100%. The certified SBE-A&E consultant confirmed its participation via BMWS in agreement with the measure.

Conemco Engineering, Inc.has satisfied the 18% SBE-A&E sub-consultant goal and is in compliance with the overall Small Business measure established for this contract.

HDR Engineering Inc. (#6), a non-certified A&E firm submitted a UP, committing to utilize the following certified SBE-A&E sub-consultants: Assurance Consulting Engineers, LLC. for TCC 04-01 (Engineering Design), and TCC 17 (Engineering Construction Management) at 5%, BND Engineers, Inc. to provide TCC 04-01 (Engineering Design), and TCC 17 (Engineering Construction Management) at 5%, DDA Engineers, P.A. to provide TCC 04-01 (Engineering Design), TCC 11-00A (Threshold

Inspections), and TCC 17 (Engineering Construction Management) at 5%, and Red Design Group, LLC to provide TCC 04-02 (Architectural Design), TCC 14 (Architecture), and TCC 18 (Architectural Construction Management) at 5% for a total of 20%. The certified SBE-A&E consultants confirmed its participation via BMWS in agreement with the measure.

HDR Engineering Inc. has satisfied the 18% SBE-A&E sub-consultant goal and is in compliance with the overall Small Business measure established for this contract.

Ardurra Group Inc. (#7), a non-certified A&E firm submitted a UP, to utilize the following certified SBE-A&E firms: 305 Consulting Engineers, LLC to provide TCC 04-01 (Engineering Design), TCC 11-00A (Threshold Inspections), and TCC 17 (Engineering Construction Management) at 5%, DDA Engineers, P.A. to provide TCC 04-01 (Engineering Design), TCC 11-00A (Threshold Inspections), and TCC 17 (Engineering Construction Management) at 10%, Green Dade, Inc. to provide TCC 04-01 (Engineering Design), and TCC 17 (Engineering Construction Management) at 5%, and Valderrama & Valderrama Engineering, Inc. to provide TCC 04-01 (Engineering Design), and TCC 17 (Engineering Construction Management) at 5% for a total of 25%. The certified SBE-A&E sub-consultants confirmed its participation via BMWS in agreement with the measure.

Ardurra Group Inc. has satisfied the 18% SBE-A&E sub-consultant goal and is in compliance with the overall Small Business measure established for this contract.

EAC Consulting Inc. (#8) a non-certified A&E firm submitted a UP, to utilize the following certified SBE-A&E firms: Architects International, Inc. to provide TCC 04-02 (Architectural Design), TCC 14 (Architecture), and TCC 18 (Architectural Construction Management) at 6%, Botas Engineering, Inc. to provide TCC 11-00A (Threshold Inspections) at 6%, M.C. Harry & Associates Inc, to provide TCC 04-02 (Architectural Design), TCC 14 (Architecture), and TCC 18 (Architectural Construction Management) at 3%, and R.J. Behar & Company, Inc. to provide TCC 04-01 (Engineering Design), and TCC 17 (Engineering Construction Management) at 3%. The certified SBE-A&E sub-consultants confirmed its participation via BMWS in agreement with the measure.

EAC Consulting Inc. has satisfied the 18% SBE-A&E sub-consultant goal and is in compliance with the overall Small Business measure established for this contract.

CES Consultants Inc. (#9), a certified SBE-A&E firm, submitted a UP, committing to utilize the following certified SBE-A&E firms: Cueto Engineering, LLC to provide TCC 04-01 (Engineering Design), TCC 11-00A (Threshold Inspections), and TCC 17 (Engineering Construction Management) at 10%. Gurri Matute, P.A. to provide TCC 04-02 (Architectural Design), TCC 14 (Architecture), and TCC 18 (Architectural Construction Management) at 10% for a total of 20%. The certified SBE-A&E sub-consultants confirmed its participation via BMWS in agreement with the measure.

CES Consultants Inc., has satisfied the 18% SBE-A&E sub-consultant goal and is in compliance with the overall Small Business measure established for this contract.

SGM Engineering Inc. (#10), a non-certified A&E firm submitted a UP, committing to utilize the following SBE-A&E firm: DDA Engineers, P.A. to provide TCC 11-00A (Threshold Inspections), and TCC 17 (Engineering Construction Management) at 5%, Gurri Matute, P.A. to provide TCC 04-02 (Architectural Design), TCC 14 (Architecture), and TCC 18 (Architectural Construction Management) at 13%, Ross Engineering, Inc. to provide TCC 17 (Engineering Construction Management) at 2% for a total

of 20%. The certified SBE-A&E sub-consultants confirmed its participation via BMWS in agreement with the measure.

SGM Engineering Inc. has satisfied the 18% SBE-A&E sub-consultant goal and is in compliance with the overall Small Business measure established for this contract.

Nifah & Partners Consulting Engineers Inc. (#11), a certified SBE-A&E firm, submitted a UP, to self-perform TCC 04-01 (Engineering Design), TCC 11-00A (Threshold Inspections), and TCC 17 (Engineering Construction Management) at 90% and also committing to utilize the following certified SBE-A&E firms: Alleguez Architecture, Inc. to provide TCC 14 (Architecture), TCC 18 (Architectural Construction Management) at 5%, and DDA Engineers, P.A. to provide TCC 04-01 (Engineering Design), TCC 11-00A (Threshold Inspections), and TCC 17 (Engineering Construction Management) at 5 for a total of 100%. The certified SBE-A&E sub-consultants confirmed its participation via BMWS in agreement with the measure.

Nifah & Partners Consulting Engineers Inc. has satisfied the 18% SBE-A&E sub-consultant goal and is in compliance with the overall Small Business measure established for this contract.

Keith and Associates, Inc. dba Keith (#12), a non-certified SBE-A&E firm, submitted a UP, committing to utilize the following certified SBE-A&E sub-consultants to meet the measure: ASM Consulting Engineers, Inc. to provide TCC 11-00A (Threshold Inspections) at 6%, Gurri Matute, P.A. to provide TCC 04-02 (Architectural Design), TCC 14 (Architecture), and TCC 18 (Architectural Construction Management) at 6%, and Hammond & Associates, Inc. to provide TCC 04-01 (Engineering Design), and TCC 17 (Engineering Construction Management), at 6% for a total of 18%. The certified SBE-A&E sub-consultants confirmed its participation via BMWS in agreement with the measure.

Keith and Associates, Inc. dba Keith has satisfied the 18% SBE-A&E sub-consultant goal and is in compliance with the overall Small Business measure established for this contract.

CSA Central Inc. (#13), a non-certified A&E firm submitted a UP, committing to utilize the following certified SBE-A&E firm: Youssef Hachem Consulting Engineering, Inc. to provide TCC 11-00A (Threshold Inspections) for a total of 18%. The certified SBE-A&E sub-consultant confirmed its participation via BMWS in agreement with the measure.

CSA Central Inc. has satisfied the 18% SBE-A&E sub-consultant goal and is in compliance with the overall Small Business measure established for this contract.

AtkinsRealis USA Inc. (#14), a non-certified SBE-A&E firm submitted a UP, committing to utilize the following certified SBE-A&E firms: 305 Consulting Engineers, LLC to provide TCC 04-01 (Engineering Design), TCC 11 (General Structural Engineering), and TCC 17 (Engineering Construction Management) at 4%, Botas Engineering, Inc. to provide TCC 04-01 (Engineering Design), and TCC 17 (Engineering Construction Management) at 4%, CRJ & Associates, Inc. to provide TCC 04-01 (Engineering Design), and TCC 17 (Engineering Construction Management) at 4%, Gurri Matute, P.A. to provide TCC 14 (Architecture), and TCC 18 (Architectural Construction Management) at 4%, H. Rodriguez Consulting Engineering, Inc. to provide TCC 17 (Engineering Construction Management) at 4%, and Solid Consulting Engineers, Inc. to provide TCC 17 (Engineering Construction Management) at 4% for a total of 24%. The certified SBE-A&E sub-consultants confirmed its participation via BMWS in agreement with the measure.

AtkinsRealis USA Inc. has satisfied the 18% SBE-A&E sub-consultant measure and is in compliance with the overall Small Business measure established for this contract.

A D A Engineering Inc. (#15), a certified SBE-A&E firm submitted a UP, committing to self-perform TCC 04-01 (Engineering Design), and TCC 17 (Engineering Construction Management) at 82%, and to also utilize the following certified SBE-A&E: Architects International, Inc. to provide TCC 04-02 (Architectural Design), TCC 14 (Architecture), and TCC 18 (Architectural Construction Management) at 16%, and Botas Engineering, Inc. to provide TCC 11-00A (Threshold Inspections) at 2% for a total of 100%. The certified SBE-A&E sub-consultants confirmed its participation via BMWS in agreement with the measure.

A D A Engineering Inc. has satisfied the 18% SBE-A&E sub-consultant goal and is in compliance with the overall Small Business measure established for this contract.

Ally Engineering Services, Inc. (#16) a certified SBE-A&E firm submitted a UP, committing to self-perform TCC 04-01 (Engineering Design), and TCC 17 (Engineering Construction Management) at 81.86%, for a total of 81.86%. The certified SBE-A&E consultant confirmed its participation via BMWS in agreement with the measure.

Ally Engineering Services, Inc. has satisfied the 18% SBE-A&E sub-consultant goal and is in compliance with the overall Small Business measure established for this contract.

Please note that PRA staff reviewed and addressed compliance with the SBE-A&E program only. The A&E Unit is responsible for any other issues that may exist.

Should you have any questions or need any additional information, please do not hesitate to contact Gayna Mc Donald, Capital Improvement Project Analyst at (305) 375-3135.

c: N. Uppal, SPD

Attachment C

Negotiation Authorization, List of Respondents, and Tabulation Sheets

Memorandum

Date: January 29, 2026

To: Namita Uppal, C.P.M.
Director and Chief Procurement Officer
Strategic Procurement Department

From: Ana M. DaSilva, *Ana M. DaSilva*
Selection Committee Coordinator

Subject: Report of Competitive Selection Committee
Miami-Dade Aviation Department (MDAD)
Project Title: General Construction Inspection Services (CIS)
SPD Project No. E25AV01

The Competitive Selection Committee (CSC) has completed the evaluation of the proposals submitted in response to the referenced Strategic Procurement Department (SPD) solicitation and consistent with the guidelines published in the Notice to Professional Consultants (NTPC).

Scope of Services Summary: The scope includes, but is not limited to, threshold and construction inspection services and commissioning services for various projects within MDAD's capital improvement program (CIP) under the supervision of MDAD's authorized representative. Experienced architects and engineers are required to conduct threshold inspections, administer, monitor and inspect construction sites to ensure that the projects are constructed in conformance with the plans, specifications, and special provisions for the Construction Contract. The scope also includes site observations and the submission of field reports to accurately document the progress of construction and quality of the work. Additionally, commissioning services will be needed to document the outcomes set forth by the design professionals for internal tracking/coordination purposes and/or energy audits. Project types will include new buildings and renovations, civil projects ranging from roadways to airfield aprons and mechanical/electrical equipment installations and upgrades.

Preferred Experience and Qualifications: It is preferred that the Prime consultant has a cumulative five (5) years of experience within the last twenty (20) years providing construction inspection services work for airport facilities at major airport hubs or facilities with similar size and complexity. It is preferred that the team include personnel with experience like the range of project types listed above.

Contract Terms: The County intends to retain five (5) qualified consultants/teams of firms for five (5) Non- Exclusive Professional Services Agreements (PSA), with an effective term of five (5) years with one five (5) year Option to Renew (OTR).

Participation Restrictions: Please refer to the attached Participation Restrictions.

Small Business Enterprise (SBE) Goal: On May 28, 2025, an 18.00% SBE – Architectural and Engineering goal was established for this project.

Advertisement Date: August 18, 2025

Number of Proposal(s) Received: Sixteen (16) proposals were received by the submittal deadline of October 14, 2025.

Name of Proposer(s): Please refer to the attached List of Respondents.

Strategic Procurement Department Compliance Reviews: The proposal submitted by APEX One Home Inspections Corp, did not meet the prequalification/technical certification (PQC/TC) requirements pursuant to the NTPC and was deemed non-compliant. Consequently, their proposal was not evaluated by the CSC. Proposals that were PQC/TC compliant were also reviewed for SBE compliance commencing on October 23, 2025. All proposals reviewed were deemed compliant as noted in the attached Compliance Review Memorandum dated November 6, 2025.

Office of the Commission Auditor (OCA) Background Checks: SPD submitted CSC members' completed Neutrality Affidavits and resumes to OCA on November 13, 2025. A response was received on November 25, 2025. OCA submitted the results of the background checks to the Commission on Ethics and Public Trust (COE) for further review of findings. A response was received from COE regarding findings on December 11, 2025.

Office of the Inspector General (OIG) / Office of the Commission on Ethics and Public Trust (COE) Reports, Findings and/or Enforcement Documentation for Proposer and Subcontractor(s):
SPD submitted a request to OIG on October 23, 2025. A response was received on October 27, 2025. The information was disseminated to the CSC on December 11, 2025.

SPD submitted a request to COE on October 23, 2025. A response was received on November 7, 2025. The information was disseminated to the CSC on December 11, 2025.

Selection Process: The Architectural and Engineering professional services solicitation process is a two-tiered selection process; First Tier is the evaluation of team members assigned to the project, firms' past experience of similar projects, firms' project staffing availability, and firms' performance data. The Second Tier is the evaluation of the shortlisted firms' qualifications of professional personnel and team members assigned to the project, knowledge of project scope and project approach, and proposer's project management methodology, as demonstrated through requested additional information and/or an oral presentation from firms.

Note: Pursuant to Resolution No. R-208-25, the CSC may waive the Second Tier process if the annual estimated fiscal impact of the solicitation is $25 million or less. For contracts within this threshold, the CSC may waive the Second Tier selection process by a majority vote and base their selection on the results of the First Tier ranking only.

First Tier Results: The First Tier meeting was held on January 13, 2026. The CSC was tasked with evaluating the experience and qualifications of the Proposers, and scoring and ranking the proposals in accordance with the evaluation criteria outlined in the solicitation. The CSC scored all responsive proposals. During the evaluation process, all ties were broken using the standard tie-breaking procedure, as described in Section 3.3, Proposal Evaluation, of the Notice to Professional Consultants. Please refer to the attached First Tier Tabulation Sheet.

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

Special Circumstances: The CSC's submittal of Neutrality Affidavits and Resumes for three members resulted in a delay of 13 calendar days; the SBD Compliance Review resulted in a delay

of 4 calendar days; the OCA memo resulted in a delay of 6 calendar days; and the COE opinion resulted in a delay of 2 calendar days. Scheduling the initial soring meeting resulted in delay of 3 calendar days due to County observed holidays and CSC members' availability.

Administrative Leave Eligibility: The following County employees served as scoring members of the CSC and timely completed committee-related duties, including submittal of the Neutrality Affidavit within three (3) business days from Selection Committee Coordinator's notification dated October 23, 2025. Initial scoring happened 33 days from Selection Committee Coordinator's completion of required reviews due to observed County holidays during the weeks of December 22 and 29 and scheduled CSC members' leave requests. Absent those two weeks, the CSC met the 30-day requirement for initial scoring and are hereby entitled to one (1) day of paid administrative leave pursuant to Implementing Order (I.O.) No. 3-34:

Employee's Name	Employee's Department
Sergio Mejia	MDAD
Mauricio Rodriguez	MDAD

Three CSC members did not qualify for administrative leave, as the Neutrality Affidavit was submitted after the timeframe.

Request for Selection of Negotiation Team: Pursuant to Section 2-10.4 (6) of the Code of Miami-Dade County and I.O. 3-39, SPD hereby requests the County Mayor or County Mayors' designee approve the following Negotiation Team:

Ana M. DaSilva, A&E Consultant Selection Coordinator, SPD, will be the Negotiation Team Coordinator.

Negotiation Team:
Caroline Burgos, Aviation Senior Procurement Contracting Officer, MDAD
Sergio Mejia, Senior Section Chief, MDAD
Richard Cabrera, Chief of Construction, MDAD

Technical and operational assistance and feedback will be requested from appropriate staff as needed during the negotiation process.

Request for Authorization to Enter Negotiations: Pursuant to Section 2-10.4 (6) of the Code of Miami-Dade County, it is hereby requested that the County Mayor or County Mayor's designee approve the selection of the following firms for the purpose of negotiating five (5) non-exclusive Professional Services Agreement for this solicitation, in accordance with the CSC's recommendation:

RANKING OF FIRMS

HDR ENGINEERING INC
Final Ranking – 1
Total Adjusted Ordinal Score – 6
Total Adjusted Qualitative Points – 394

ARDURRA GROUP INC
Final Ranking – 2
Total Adjusted Ordinal Score – 12
Total Adjusted Qualitative Points – 384

NIFAH & PARTNERS CONSULTING ENGINEERS, INC.
Final Ranking – 3
Total Adjusted Ordinal Score – 13
Total Adjusted Qualitative Points – 378

EAC CONSULTING INC
Final Ranking – 4
Total Adjusted Ordinal Score – 17
Total Adjusted Qualitative Points – 376

CES CONSULTANTS INC
Final Ranking – 5
Total Adjusted Ordinal Score – 18
Total Adjusted Qualitative Points – 367

The following firms will serve as alternates:

JSM & ASSOCIATES LLC
Final Ranking – 6
Total Adjusted Ordinal Score – 21
Total Adjusted Qualitative Points – 365

CSA CENTRAL INC
Final Ranking – 7
Total Adjusted Ordinal Score – 21
Total Adjusted Qualitative Points – 363

GFT INFRASTRUCTURE, INC.
Final Ranking – 8
Total Adjusted Ordinal Score – 22
Total Adjusted Qualitative Points – 374

CONEMCO ENGINEERING, INC
Final Ranking – 9
Total Adjusted Ordinal Score – 24
Total Adjusted Qualitative Points – 356

ALLY ENGINEERING SERVICES, INC.
Final Ranking – 10
Total Adjusted Ordinal Score – 31
Total Adjusted Qualitative Points – 351

KEITH AND ASSOCIATES, INC. DBA KEITH
Final Ranking – 11
Total Adjusted Ordinal Score – 33
Total Adjusted Qualitative Points – 365

A D A ENGINEERING INC
Final Ranking – 12
Total Adjusted Ordinal Score – 37
Total Adjusted Qualitative Points – 355

THE RODERICK GROUP LLC DBA ARDMORE RODERICK
Final Ranking – 13
Total Adjusted Ordinal Score – 45
Total Adjusted Qualitative Points – 329

SGM ENGINEERING INC
Final Ranking – 14
Total Adjusted Ordinal Score – 47
Total Adjusted Qualitative Points – 332

ATKINSREALIS USA INC
Final Ranking – 15
Total Adjusted Ordinal Score – 48
Total Adjusted Qualitative Points – 342

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

- When negotiations do not commence, or other affirmative action is not taken, within 30 days of the CSC's recommendation.

- When the County Mayor's or County Mayor's designee's recommendation to award or reject is not made within 90 days from the date of the CSC's recommendation.

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

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

Approved: Digitally signed by Namita Uppal
DN: cn=Namita Uppal, o=Miami Dade County, ou=Chief Procurement Officer, email=uppaln@miamidade.gov, c=US
Date: 2026.01.30 18:04:22 -05'00'

Namita Uppal
Director and Chief Procurement Officer

Date

Attachments:

1. Participation Restrictions
2. List of Respondents
3. SBE Compliance Review
4. First Tier Tabulation Sheet

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

PARTICIPATION RESTRICTIONS

Hill International, Inc., awarded under SPD Contract A18-MDAD-01A, Capital Improvement Program Specialized Services is precluded from rendering services on this project.

Turner & Townsend Heery, LLC., awarded SPD Contract No. A18-MDAD-01B, Capital Improvement Program Specialized Services is precluded from rendering services on this project.

Subconsultants of the Prime Firms awarded under SPD Contract No. A18-MDAD-01A and A-18-MDAD-01B may compete to participate in a future CIP project, as a Prime or Sub Consultant, if such project will not be managed by their respective team under SPD Project No. A18-MDAD-01.

The Prime Consultant, HNTB Corporation was awarded ISD Contract No. E20-MDAD-01, Bond Engineering Consulting Services, and its subconsultants are precluded from rendering services on this project.

The (Selected) Consultant is advised that the provision of planning studies, project books, scopes of work, statements of work, specifications, selection criteria, design criteria, or other similar materials may limit or preclude the Consultant from participating in any subsequent procurement for design services related to such materials. Without limiting the preceding, Consultant is advised that the requirements of 2 CFR 200.319 apply to work funded in whole or in part by the FAA.

MIAMI DADE COUNTY
STRATEGIC PROCUREMENT DEPARTMENT

LIST OF RESPONDENTS

Project Name: General Construction Inspection Services (CIS)
Project No.: E25AV01
Measures: 18% SBE - A/E
No. of Agreements: 5
Contract Type: PROFESSIONAL SERVICES AGREEMENT
Submittal Date: 10/14/2025

Team No.: 1 **Prime Local Preference:** Yes
Prime Name: APEX ONE HOME INSPECTIONS CORP **FEIN No.:** 471589617
Trade Name:

Team No.: 2 **Prime Local Preference:** No
Prime Name: THE RODERICK GROUP LLC dba ARDMORE RODERICK **FEIN No.:** 203036399
Trade Name:

	Sub-Consultants Name	Trade Name	Subs FEIN No.
a.	A.M.I. ENGINEERING, LLC		871210583
b.	EXP US SERVICES INC		460523964
c.	ARORA ENGINEERS LLC		232430920
d.	BOTAS ENGINEERING INC		650670569
e.	VRX, INC.		200216853

Team No.: 3 **Prime Local Preference:** No
Prime Name: GFT INFRASTRUCTURE, INC. **FEIN No.:** 251613591
Trade Name:

	Sub-Consultants Name	Trade Name	Subs FEIN No.
a.	305 CONSULTING ENGINEERS LLC		462245961
b.	ARGUS CONSULTING INC		582088728
c.	DDA ENGINEERS PA		650138165
d.	DELTA CONSULTANTS, LLC		371999359
e.	E PLUS ENGINEERING AND CONSTRUCTION, LLC		464060433
f.	LOUIS J AGUIRRE & ASSOCIATES PA		650164013
g.	PREMIERE DESIGN SOLUTIONS INC		260571068
h.	TRANSYSTEMS CORPORATION	TRANSYSTEMS CORPORATION CONSULTANTS	430839725

MIAMI DADE COUNTY
STRATEGIC PROCUREMENT DEPARTMENT

LIST OF RESPONDENTS

Project Name: General Construction Inspection Services (CIS)
Project No.: E25AV01
Measures: 18% SBE - A/E
No. of Agreements: 5
Contract Type: PROFESSIONAL SERVICES AGREEMENT
Submittal Date: 10/14/2025

Team No.: 4 **Prime Local Preference:** Yes
Prime Name: JSM & ASSOCIATES LLC **FEIN No.:** 261660700
Trade Name:

	Sub-Consultants Name	Trade Name	Subs FEIN No.
a.	GURRI MATUTE PA		651038126
b.	EXP US SERVICES INC		460523964
c.	LOUIS J AGUIRRE & ASSOCIATES PA		650164013
d.	305 CONSULTING ENGINEERS LLC		462245961
e.	ENERGY COST SOLUTIONS GROUP, LLC		271078274

Team No.: 5 **Prime Local Preference:** Yes
Prime Name: CONEMCO ENGINEERING, INC **FEIN No.:** 262216389
Trade Name: CONEMCO CONSULTANTS

	Sub-Consultants Name	Trade Name	Subs FEIN No.
a.	LEO A DALY LLC		470363104
b.	BLISS & NYITRAY INC		591203311
c.	EXP US SERVICES INC		460523964

Team No.: 6 **Prime Local Preference:** Yes
Prime Name: HDR ENGINEERING INC **FEIN No.:** 470680568
Trade Name:

	Sub-Consultants Name	Trade Name	Subs FEIN No.
a.	HDR ARCHITECTURE INC		470353452
b.	HDR CONSTRUCTION CONTROL CORPORATION		470741232
c.	NOVA CONSULTING INC		650577672
d.	TALBERT, BRIGHT & ELLINGTON, LLC		561869940
e.	ASSURANCE CONSULTING ENGINEERS, LLC		851456743
f.	RED DESIGN GROUP LLC		920196705
g.	BND ENGINEERS INC		650421519
h.	DDA ENGINEERS PA		650138165

MIAMI DADE COUNTY
STRATEGIC PROCUREMENT DEPARTMENT

LIST OF RESPONDENTS

Project Name: General Construction Inspection Services (CIS)
Project No.: E25AV01
Measures: 18% SBE - A/E
No. of Agreements: 5
Contract Type: PROFESSIONAL SERVICES AGREEMENT
Submittal Date: 10/14/2025

Team No.: 7 **Prime Local Preference:** Yes
Prime Name: ARDURRA GROUP INC **FEIN No.:** 591782900
Trade Name:

	Sub-Consultants Name	Trade Name	Subs FEIN No.
a.	300 ENGINEERING GROUP LLC		562612529
b.	PEREZ & PEREZ ARCHITECTS PLANNERS INC		592400309
c.	DDA ENGINEERS PA		650138165
d.	VALDERRAMA & VALDERRAMA ENGINEERING, INC. dba V2E GLOBAL		854185545
e.	305 CONSULTING ENGINEERS LLC		462245961
f.	TLC ENGINEERING SOLUTIONS INC		591228645
g.	GREEN DADE, INC.		872642433

Team No.: 8 **Prime Local Preference:** Yes
Prime Name: EAC CONSULTING INC **FEIN No.:** 650519739
Trade Name:

	Sub-Consultants Name	Trade Name	Subs FEIN No.
a.	ARCHITECTS INTERNATIONAL INC		592032355
b.	BOTAS ENGINEERING INC		650670569
c.	JACOBS ENGINEERING GROUP INC		954081636
d.	M C HARRY & ASSOCIATES INC		592281430
e.	PINNACLE CONSULTING ENTERPRISES INC		142005307
f.	R J BEHAR & COMPANY INC		650954070

Team No.: 9 **Prime Local Preference:** Yes
Prime Name: CES CONSULTANTS INC **FEIN No.:** 650792884
Trade Name:

	Sub-Consultants Name	Trade Name	Subs FEIN No.
a.	CUETO ENGINEERING LLC		454850697
b.	EXP US SERVICES INC		460523964
c.	GURRI MATUTE PA		651038126

MIAMI DADE COUNTY
STRATEGIC PROCUREMENT DEPARTMENT

LIST OF RESPONDENTS

Project Name: General Construction Inspection Services (CIS)
Project No.: E25AV01
Measures: 18% SBE - A/E
No. of Agreements: 5
Contract Type: PROFESSIONAL SERVICES AGREEMENT
Submittal Date: 10/14/2025

Team No.: 10 **Prime Local Preference:** No
Prime Name: SGM ENGINEERING INC **FEIN No.:** 593101052
Trade Name:

	Sub-Consultants Name	Trade Name	Subs FEIN No.
a.	GURRI MATUTE PA		651038126
b.	DDA ENGINEERS PA		650138165
c.	ROSS ENGINEERING, INC.		450500482

Team No.: 11 **Prime Local Preference:** Yes
Prime Name: NIFAH & PARTNERS CONSULTING ENGINEERS, INC. **FEIN No.:** 650604266
Trade Name:

	Sub-Consultants Name	Trade Name	Subs FEIN No.
a.	BERMELLO AJAMIL & PARTNERS LLC		591722486
b.	VIC THOMPSON COMPANY		752727229
c.	SDM CONSULTING ENGINEERS INC		592346110
d.	DDA ENGINEERS PA		650138165
e.	STANTEC CONSULTING SERVICES INC		112167170
f.	ASSURANCE CONSULTING ENGINEERS, LLC		851456743
g.	ALLEGUEZ ARCHITECTURE INC		043639417
h.	EXP US SERVICES INC		460523964
i.	NUTTING ENGINEERS OF FLORIDA INC		591159182

Team No.: 12 **Prime Local Preference:** Yes
Prime Name: KEITH AND ASSOCIATES, INC. dba KEITH **FEIN No.:** 650806421
Trade Name:

	Sub-Consultants Name	Trade Name	Subs FEIN No.
a.	WSP USA INC		111531569
b.	EXP US SERVICES INC		460523964
c.	NV5, INC.		271979486
d.	PROFESSIONAL SERVICE INDUSTRIES, INC. dba INTERTEK-PSI		370962090
e.	LEO A DALY LLC		470363104
f.	INTROBA INC		301320117
g.	ASM CONSULTING ENGINEERS, INC.		270815273
h.	HAMMOND & ASSOCIATES INC		650083957
i.	GURRI MATUTE PA		651038126

MIAMI DADE COUNTY
STRATEGIC PROCUREMENT DEPARTMENT

LIST OF RESPONDENTS

Project Name: General Construction Inspection Services (CIS)
Project No.: E25AV01
Measures: 18% SBE - A/E
No. of Agreements: 5
Contract Type: PROFESSIONAL SERVICES AGREEMENT
Submittal Date: 10/14/2025

Team No.: 13 **Prime Local Preference:** Yes
Prime Name: CSA CENTRAL INC **FEIN No.:** 311446286
Trade Name:

	Sub-Consultants Name	Trade Name	Subs FEIN No.
a.	SOCOTEC CONSULTING, INC.		474054993
b.	YOUSSEF HACHEM CONSULTING ENGINEERING, INC. dba YHCE INC		203225960

Team No.: 14 **Prime Local Preference:** No
Prime Name: ATKINSREALIS USA INC **FEIN No.:** 590896138
Trade Name:

	Sub-Consultants Name	Trade Name	Subs FEIN No.
a.	BOTAS ENGINEERING INC		650670569
b.	C A P ENGINEERING INC		204590441
c.	COLLIERS ENGINEERING & DESIGN, INC		222651610
d.	305 CONSULTING ENGINEERS LLC		462245961
e.	GURRI MATUTE PA		651038126
f.	AECOM TECHNICAL SERVICES INC		952661922
g.	H RODRIGUEZ CONSULTING ENGINEERING INC		465429104
h.	PINNACLE CONSULTING ENTERPRISES INC		142005307
i.	SOLID CONSULTING ENGINEERS, INC.		464593876
j.	R J BEHAR & COMPANY INC		650954070
k.	CRJ & ASSOCIATES INC		650969527

Team No.: 15 **Prime Local Preference:** Yes
Prime Name: A D A ENGINEERING INC **FEIN No.:** 592064498
Trade Name:

	Sub-Consultants Name	Trade Name	Subs FEIN No.
a.	GHD SERVICES INC.		161229774
b.	RS&H INC		592986466
c.	ARCHITECTS INTERNATIONAL INC		592032355
d.	BOTAS ENGINEERING INC		650670569

Team No.: 16 **Prime Local Preference:** Yes
Prime Name: ALLY ENGINEERING SERVICES, INC. **FEIN No.:** 851542221
Trade Name:

	Sub-Consultants Name	Trade Name	Subs FEIN No.
a.	EXP US SERVICES INC		460523964

FIRST TIER MEETING
January 13, 2026
MIAMI-DADE AVIATION DEPARTMENT (MDAD)
GENERAL CONSTRUCTION INSPECTION SERVICES (CIS)

TABULATION SHEET
SPD PROJECT NO. E25AV01

	NAME OF FIRM(S)	COMPETITIVE SELECTION COMMITTEE					SUB-TOTAL	TOTAL & ADJ. QUALITATIVE SCORE	TOTAL ADJ. ORDINAL SCORES	ORDINAL RANKING	FINAL RANK
		Gary Hartfield (MDAD)	Sergio Mejia (MDAD)	Mauricio Rodriguez (MDAD)	Roxana Bayarre (HCD)	Eddy Etienne (PIOD)					
1	APEX ONE HOME INSPECTIONS CORP (ELIMINATED)										
2	THE RODERICK GROUP LLC DBA ARDMORE RODERICK										
	CRITERIA EVALUATED BY CSC										
	1A - Qualification of the Team Members Assigned to the Project (Min. 1 / Max. 40 points)	30	29	35	36	35	165				
	2A - Past Experience of Similar Projects (Min. 1 / Max. 30 points)	20	22	25	26	25	118				
	3A - Past Performance for the Firms (Min. 1 / Max. 15 points)	10	11	13	11	15	60				
	4A - Firm's Project Staffing Availability, and Ability to Meet Time and Budget (Min. 1 / Max. 5 points)	5	4	5	4	5	23				
	CRITERIA ASSIGNED BY SPD STAFF										
	5A - Amount of Work Awarded and Paid by The County (Min. 1 / Max. 5 points)	5	5	5	5	5					
	6A - Use of Locally Headquartered Businesses (Min. 0 / Max. 5 points)	2	2	2	2	2					
	7A - Local Preference (5 points)	0	0	0	0	0					
	8A - Local Certified Veteran Business Enterprise Preference (5 points)	0	0	0	0	0					
		72	73	85	84	87		401			
	Ordinal Scores	7	12	13	15	13					
	Dropped Highest Ordinal Score				15				45	13	13
	Dropped Lowest Qualitative Score	72						329			
	Tie-Breaker (Total Adj. Ord. Score)-Total Adjusted Qual. Points, then Total Qual. Points for 1A,2A,3A,4A										
3	GFT INFRASTRUCTURE, INC.										
	CRITERIA EVALUATED BY CSC										
	1A - Qualification of the Team Members Assigned to the Project (Min. 1 / Max. 40 points)	20	38	37	36	38	169				
	2A - Past Experience of Similar Projects (Min. 1 / Max. 30 points)	22	28	27	26	28	131				
	3A - Past Performance for the Firms (Min. 1 / Max. 15 points)	15	14	14	13	15	71				
	4A - Firm's Project Staffing Availability, and Ability to Meet Time and Budget (Min. 1 / Max. 5 points)	5	5	5	5	5	25				
	CRITERIA ASSIGNED BY SPD STAFF										
	5A - Amount of Work Awarded and Paid by The County (Min. 1 / Max. 5 points)	5	5	5	5	5					
	6A - Use of Locally Headquartered Businesses (Min. 0 / Max. 5 points)	5	5	5	5	5					
	7A - Local Preference (5 points)	0	0	0	0	0					
	8A - Local Certified Veteran Business Enterprise Preference (5 points)	0	0	0	0	0					
		72	95	93	90	96		446			
	Ordinal Scores	7	2	6	12	7					
	Dropped Highest Ordinal Score				12				22	8	8
	Dropped Lowest Qualitative Score	72						374			
	Tie-Breaker (Total Adj. Ord. Score)-Total Adjusted Qual. Points, then Total Qual. Points for 1A,2A,3A,4A										
4	JSM & ASSOCIATES LLC										
	CRITERIA EVALUATED BY CSC										
	1A - Qualification of the Team Members Assigned to the Project (Min. 1 / Max. 40 points)	30	28	37	35	35	165				
	2A - Past Experience of Similar Projects (Min. 1 / Max. 30 points)	25	21	28	26	28	128				
	3A - Past Performance for the Firms (Min. 1 / Max. 15 points)	10	14	14	12	15	65				
	4A - Firm's Project Staffing Availability, and Ability to Meet Time and Budget (Min. 1 / Max. 5 points)	3	4	5	5	5	22				
	CRITERIA ASSIGNED BY SPD STAFF										
	5A - Amount of Work Awarded and Paid by The County (Min. 1 / Max. 5 points)	4	4	4	4	4					
	6A - Use of Locally Headquartered Businesses (Min. 0 / Max. 5 points)	4	4	4	4	4					
	7A - Local Preference (5 points)	5	5	5	5	5					
	8A - Local Certified Veteran Business Enterprise Preference (5 points)	0	0	0	0	0					
		81	80	97	91	96		445			
	Ordinal Scores	3	9	2	11	7					
	Dropped Highest Ordinal Score				11				21	6	6
	Dropped Lowest Qualitative Score		80					365			
	Tie-Breaker (Total Adj. Ord. Score)-Total Adjusted Qual. Points, then Total Qual. Points for 1A,2A,3A,4A										

FIRST TIER MEETING
January 13, 2026
MIAMI-DADE AVIATION DEPARTMENT (MDAD)
GENERAL CONSTRUCTION INSPECTION SERVICES (CIS)

TABULATION SHEET
SPD PROJECT NO. E25AV01

		COMPETITIVE SELECTION COMMITTEE									
		Gary Hartfield (MDAD)	Sergio Mejia (MDAD)	Mauricio Rodriguez (MDAD)	Roxana Bayarre (HCD)	Eddy Etienne (PIOD)	SUB-TOTAL	TOTAL & ADJ. QUALITATIVE SCORE	TOTAL ADJ. ORDINAL SCORES	ORDINAL RANKING	FINAL RANK
5	**CONEMCO ENGINEERING, INC**										
	CRITERIA EVALUATED BY CSC										
	1A - Qualification of the Team Members Assigned to the Project (Min. 1 / Max. 40 points)	25	23	34	37	37	156				
	2A - Past Experience of Similar Projects (Min. 1 / Max. 30 points)	19	17	22	28	26	112				
	3A - Past Performance for the Firms (Min. 1 / Max. 15 points)	10	13	14	13	14	64				
	4A - Firm's Project Staffing Availability, and Ability to Meet Time and Budget (Min. 1 / Max. 5 points)	3	3	5	5	4	20				
	CRITERIA ASSIGNED BY SPD STAFF										
	5A - Amount of Work Awarded and Paid by The County (Min. 1 / Max. 5 points)	5	5	5	5	5					
	6A - Use of Locally Headquartered Businesses (Min. 0 / Max. 5 points)	5	5	5	5	5					
	7A - Local Preference (5 points)	5	5	5	5	5					
	8A - Local Certified Veteran Business Enterprise Preference (5 points)	0	0	0	0	0					
		72	71	90	98	96		427			
	Ordinal Scores	7	13	9	1	7					
	Dropped Highest Ordinal Score		13						24	9	9
	Dropped Lowest Qualitative Score		71					356			
	Tie-Breaker (Total Adj. Ord. Score)-Total Adjusted Qual. Points, then Total Qual. Points for 1A,2A,3A,4A										
6	**HDR ENGINEERING INC**										
	CRITERIA EVALUATED BY CSC										
	1A - Qualification of the Team Members Assigned to the Project (Min. 1 / Max. 40 points)	28	39	36	39	38	180				
	2A - Past Experience of Similar Projects (Min. 1 / Max. 30 points)	15	29	27	28	28	127				
	3A - Past Performance for the Firms (Min. 1 / Max. 15 points)	10	14	13	12	15	64				
	4A - Firm's Project Staffing Availability, and Ability to Meet Time and Budget (Min. 1 / Max. 5 points)	3	5	5	5	5	23				
	CRITERIA ASSIGNED BY SPD STAFF										
	5A - Amount of Work Awarded and Paid by The County (Min. 1 / Max. 5 points)	4	4	4	4	4					
	6A - Use of Locally Headquartered Businesses (Min. 0 / Max. 5 points)	5	5	5	5	5					
	7A - Local Preference (5 points)	5	5	5	5	5					
	8A - Local Certified Veteran Business Enterprise Preference (5 points)	0	0	0	0	0					
		70	101	95	98	100		464			
	Ordinal Scores	12	1	3	1	1					
	Dropped Highest Ordinal Score	12							6	1	1
	Dropped Lowest Qualitative Score	70						394			
	Tie-Breaker (Total Adj. Ord. Score)-Total Adjusted Qual. Points, then Total Qual. Points for 1A,2A,3A,4A										
7	**ARDURRA GROUP INC**										
	CRITERIA EVALUATED BY CSC										
	1A - Qualification of the Team Members Assigned to the Project (Min. 1 / Max. 40 points)	30	33	38	37	38	176				
	2A - Past Experience of Similar Projects (Min. 1 / Max. 30 points)	20	25	28	28	25	126				
	3A - Past Performance for the Firms (Min. 1 / Max. 15 points)	10	14	15	13	15	67				
	4A - Firm's Project Staffing Availability, and Ability to Meet Time and Budget (Min. 1 / Max. 5 points)	3	4	5	5	5	22				
	CRITERIA ASSIGNED BY SPD STAFF										
	5A - Amount of Work Awarded and Paid by The County (Min. 1 / Max. 5 points)	4	4	4	4	4					
	6A - Use of Locally Headquartered Businesses (Min. 0 / Max. 5 points)	5	5	5	5	5					
	7A - Local Preference (5 points)	5	5	5	5	5					
	8A - Local Certified Veteran Business Enterprise Preference (5 points)	0	0	0	0	0					
		77	90	100	97	97		461			
	Ordinal Scores	5	3	1	3	6					
	Dropped Highest Ordinal Score					6			12	2	2
	Dropped Lowest Qualitative Score	77						384			
	Tie-Breaker (Total Adj. Ord. Score)-Total Adjusted Qual. Points, then Total Qual. Points for 1A,2A,3A,4A										
8	**EAC CONSULTING INC**										
	CRITERIA EVALUATED BY CSC										
	1A - Qualification of the Team Members Assigned to the Project (Min. 1 / Max. 40 points)	35	30	35	37	38	175				
	2A - Past Experience of Similar Projects (Min. 1 / Max. 30 points)	28	23	24	28	29	132				
	3A - Past Performance for the Firms (Min. 1 / Max. 15 points)	13	14	13	13	15	68				
	4A - Firm's Project Staffing Availability, and Ability to Meet Time and Budget (Min. 1 / Max. 5 points)	5	5	5	5	5	25				
	CRITERIA ASSIGNED BY SPD STAFF										
	5A - Amount of Work Awarded and Paid by The County (Min. 1 / Max. 5 points)	2	2	2	2	2					
	6A - Use of Locally Headquartered Businesses (Min. 0 / Max. 5 points)	5	5	5	5	5					
	7A - Local Preference (5 points)	5	5	5	5	5					
	8A - Local Certified Veteran Business Enterprise Preference (5 points)	0	0	0	0	0					
		93	84	89	95	99		460			
	Ordinal Scores	1	8	10	5	3					
	Dropped Highest Ordinal Score			10					17	4	4
	Dropped Lowest Qualitative Score		84					376			
	Tie-Breaker (Total Adj. Ord. Score)-Total Adjusted Qual. Points, then Total Qual. Points for 1A,2A,3A,4A										

FIRST TIER MEETING
January 13, 2026
MIAMI-DADE AVIATION DEPARTMENT (MDAD)
GENERAL CONSTRUCTION INSPECTION SERVICES (CIS)

TABULATION SHEET
SPD PROJECT NO. E25AV01

		COMPETITIVE SELECTION COMMITTEE								
		Gary Hartfield (MDAD)	Sergio Mejia (MDAD)	Mauricio Rodriguez (MDAD)	Roxana Bayarre (HCD)	Eddy Etienne (PIOD)	SUB-TOTAL	TOTAL & ADJ. QUALITATIVE SCORE	TOTAL ADJ. ORDINAL SCORES	ORDINAL RANKING	FINAL RANK
9	**CES CONSULTANTS INC**										
	CRITERIA EVALUATED BY CSC										
	1A - Qualification of the Team Members Assigned to the Project (Min. 1 / Max. 40 points)	30	26	36	36	37	165				
	2A - Past Experience of Similar Projects (Min. 1 / Max. 30 points)	20	19	25	26	27	117				
	3A - Past Performance for the Firms (Min. 1 / Max. 15 points)	12	14	13	14	15	68				
	4A - Firm's Project Staffing Availability, and Ability to Meet Time and Budget (Min. 1 / Max. 5 points)	5	3	5	5	5	23				
	CRITERIA ASSIGNED BY SPD STAFF										
	5A - Amount of Work Awarded and Paid by The County (Min. 1 / Max. 5 points)	4	4	4	4	4					
	6A - Use of Locally Headquartered Businesses (Min. 0 / Max. 5 points)	5	5	5	5	5					
	7A - Local Preference (5 points)	5	5	5	5	5					
	8A - Local Certified Veteran Business Enterprise Preference (5 points)	0	0	0	0	0					
		81	76	93	95	98		443			
	Ordinal Scores	3	11	6	5	4					
	Dropped Highest Ordinal Score		11						18	5	5
	Dropped Lowest Qualitative Score		76					367			
	Tie-Breaker (Total Adj. Ord. Score)-Total Adjusted Qual. Points, then Total Qual. Points for 1A,2A,3A,4A										
10	**SGM ENGINEERING INC**										
	CRITERIA EVALUATED BY CSC										
	1A - Qualification of the Team Members Assigned to the Project (Min. 1 / Max. 40 points)	35	24	34	37	35	165				
	2A - Past Experience of Similar Projects (Min. 1 / Max. 30 points)	20	18	24	27	24	113				
	3A - Past Performance for the Firms (Min. 1 / Max. 15 points)	10	12	14	13	14	63				
	4A - Firm's Project Staffing Availability, and Ability to Meet Time and Budget (Min. 1 / Max. 5 points)	3	3	5	5	4	20				
	CRITERIA ASSIGNED BY SPD STAFF										
	5A - Amount of Work Awarded and Paid by The County (Min. 1 / Max. 5 points)	5	5	5	5	5					
	6A - Use of Locally Headquartered Businesses (Min. 0 / Max. 5 points)	2	2	2	2	2					
	7A - Local Preference (5 points)	0	0	0	0	0					
	8A - Local Certified Veteran Business Enterprise Preference (5 points)	0	0	0	0	0					
		75	64	84	89	84		396			
	Ordinal Scores	6	15	14	13	14					
	Dropped Highest Ordinal Score		15						47	14	14
	Dropped Lowest Qualitative Score		64					332			
	Tie-Breaker (Total Adj. Ord. Score)-Total Adjusted Qual. Points, then Total Qual. Points for 1A,2A,3A,4A										
11	**NIFAH & PARTNERS CONSULTING ENGINEERS, INC.**										
	CRITERIA EVALUATED BY CSC										
	1A - Qualification of the Team Members Assigned to the Project (Min. 1 / Max. 40 points)	35	34	36	38	38	181				
	2A - Past Experience of Similar Projects (Min. 1 / Max. 30 points)	25	26	27	27	28	133				
	3A - Past Performance for the Firms (Min. 1 / Max. 15 points)	15	14	14	12	15	70				
	4A - Firm's Project Staffing Availability, and Ability to Meet Time and Budget (Min. 1 / Max. 5 points)	5	4	5	5	5	24				
	CRITERIA ASSIGNED BY SPD STAFF										
	5A - Amount of Work Awarded and Paid by The County (Min. 1 / Max. 5 points)	2	2	2	2	2					
	6A - Use of Locally Headquartered Businesses (Min. 0 / Max. 5 points)	5	5	5	5	5					
	7A - Local Preference (5 points)	5	5	5	5	5					
	8A - Local Certified Veteran Business Enterprise Preference (5 points)	0	0	0	0	0					
		92	90	94	94	98		468			
	Ordinal Scores	2	3	4	7	4					
	Dropped Highest Ordinal Score				7				13	3	3
	Dropped Lowest Qualitative Score		90					378			
	Tie-Breaker (Total Adj. Ord. Score)-Total Adjusted Qual. Points, then Total Qual. Points for 1A,2A,3A,4A										
12	**KEITH AND ASSOCIATES, INC. DBA KEITH**										
	CRITERIA EVALUATED BY CSC										
	1A - Qualification of the Team Members Assigned to the Project (Min. 1 / Max. 40 points)	28	35	35	38	38	174				
	2A - Past Experience of Similar Projects (Min. 1 / Max. 30 points)	20	26	26	28	28	128				
	3A - Past Performance for the Firms (Min. 1 / Max. 15 points)	10	14	14	13	15	66				
	4A - Firm's Project Staffing Availability, and Ability to Meet Time and Budget (Min. 1 / Max. 5 points)	3	4	5	5	5	22				
	CRITERIA ASSIGNED BY SPD STAFF										
	5A - Amount of Work Awarded and Paid by The County (Min. 1 / Max. 5 points)	3	3	3	3	3					
	6A - Use of Locally Headquartered Businesses (Min. 0 / Max. 5 points)	1	1	1	1	1					
	7A - Local Preference (5 points)	5	5	5	5	5					
	8A - Local Certified Veteran Business Enterprise Preference (5 points)	0	0	0	0	0					
		70	88	89	93	95		435			
	Ordinal Scores	12	5	10	8	10					
	Dropped Highest Ordinal Score	12							33	11	11
	Dropped Lowest Qualitative Score	70						365			
	Tie-Breaker (Total Adj. Ord. Score)-Total Adjusted Qual. Points, then Total Qual. Points for 1A,2A,3A,4A										

FIRST TIER MEETING
January 13, 2026
MIAMI-DADE AVIATION DEPARTMENT (MDAD)
GENERAL CONSTRUCTION INSPECTION SERVICES (CIS)

TABULATION SHEET
SPD PROJECT NO. E25AV01

		COMPETITIVE SELECTION COMMITTEE									
		Gary Hartfield (MDAD)	Sergio Mejia (MDAD)	Mauricio Rodriguez (MDAD)	Roxana Bayarre (HCD)	Eddy Etienne (PIOD)	SUB-TOTAL	TOTAL & ADJ. QUALITATIVE SCORE	TOTAL ADJ. ORDINAL SCORES	ORDINAL RANKING	FINAL RANK
13	**CSA CENTRAL INC**										
	CRITERIA EVALUATED BY CSC										
	1A - Qualification of the Team Members Assigned to the Project (Min. 1 / Max. 40 points)	25	27	33	37	37	159				
	2A - Past Experience of Similar Projects (Min. 1 / Max. 30 points)	19	20	22	28	28	117				
	3A - Past Performance for the Firms (Min. 1 / Max. 15 points)	10	13	13	12	15	63				
	4A - Firm's Project Staffing Availability, and Ability to Meet Time and Budget (Min. 1 / Max. 5 points)	3	3	5	5	5	21				
	CRITERIA ASSIGNED BY SPD STAFF										
	5A - Amount of Work Awarded and Paid by The County (Min. 1 / Max. 5 points)	5	5	5	5	5					
	6A - Use of Locally Headquartered Businesses (Min. 0 / Max. 5 points)	5	5	5	5	5					
	7A - Local Preference (5 points)	5	5	5	5	5					
	8A - Local Certified Veteran Business Enterprise Preference (5 points)	0	0	0	0	0					
		72	78	88	97	100		435			
	Ordinal Scores	7	10	12	3	1					
	Dropped Highest Ordinal Score			12					21	6	7
	Dropped Lowest Qualitative Score	72						363			
	Tie-Breaker (Total Adj. Ord. Score)-Total Adjusted Qual. Points, then Total Qual. Points for 1A,2A,3A,4A										
14	**ATKINSREALIS USA INC**										
	CRITERIA EVALUATED BY CSC										
	1A - Qualification of the Team Members Assigned to the Project (Min. 1 / Max. 40 points)	23	36	34	38	38	169				
	2A - Past Experience of Similar Projects (Min. 1 / Max. 30 points)	20	27	26	28	28	129				
	3A - Past Performance for the Firms (Min. 1 / Max. 15 points)	10	14	13	13	15	65				
	4A - Firm's Project Staffing Availability, and Ability to Meet Time and Budget (Min. 1 / Max. 5 points)	3	5	5	5	5	23				
	CRITERIA ASSIGNED BY SPD STAFF										
	5A - Amount of Work Awarded and Paid by The County (Min. 1 / Max. 5 points)	1	1	1	1	1					
	6A - Use of Locally Headquartered Businesses (Min. 0 / Max. 5 points)	2	2	2	2	2					
	7A - Local Preference (5 points)	0	0	0	0	0					
	8A - Local Certified Veteran Business Enterprise Preference (5 points)	0	0	0	0	0					
		59	85	81	87	89		401			
	Ordinal Scores	15	7	15	14	12					
	Dropped Highest Ordinal Score	15							48	15	15
	Dropped Lowest Qualitative Score	59						342			
	Tie-Breaker (Total Adj. Ord. Score)-Total Adjusted Qual. Points, then Total Qual. Points for 1A,2A,3A,4A										
15	**A D A ENGINEERING INC**										
	CRITERIA EVALUATED BY CSC										
	1A - Qualification of the Team Members Assigned to the Project (Min. 1 / Max. 40 points)	25	32	35	37	30	159				
	2A - Past Experience of Similar Projects (Min. 1 / Max. 30 points)	19	24	26	27	24	120				
	3A - Past Performance for the Firms (Min. 1 / Max. 15 points)	10	14	14	12	14	64				
	4A - Firm's Project Staffing Availability, and Ability to Meet Time and Budget (Min. 1 / Max. 5 points)	3	5	5	4	4	21				
	CRITERIA ASSIGNED BY SPD STAFF										
	5A - Amount of Work Awarded and Paid by The County (Min. 1 / Max. 5 points)	5	5	5	5	5					
	6A - Use of Locally Headquartered Businesses (Min. 0 / Max. 5 points)	2	2	2	2	2					
	7A - Local Preference (5 points)	5	5	5	5	5					
	8A - Local Certified Veteran Business Enterprise Preference (5 points)	0	0	0	0	0					
		69	87	92	92	84		424			
	Ordinal Scores	13	6	8	10	13					
	Dropped Highest Ordinal Score	13							37	12	12
	Dropped Lowest Qualitative Score	69						355			
	Tie-Breaker (Total Adj. Ord. Score)-Total Adjusted Qual. Points, then Total Qual. Points for 1A,2A,3A,4A										
16	**ALLY ENGINEERING SERVICES, INC.**										
	CRITERIA EVALUATED BY CSC										
	1A - Qualification of the Team Members Assigned to the Project (Min. 1 / Max. 40 points)	25	22	36	36	38	157				
	2A - Past Experience of Similar Projects (Min. 1 / Max. 30 points)	20	17	25	27	25	114				
	3A - Past Performance for the Firms (Min. 1 / Max. 15 points)	10	12	15	13	13	63				
	4A - Firm's Project Staffing Availability, and Ability to Meet Time and Budget (Min. 1 / Max. 5 points)	3	3	5	4	4	19				
	CRITERIA ASSIGNED BY SPD STAFF										
	5A - Amount of Work Awarded and Paid by The County (Min. 1 / Max. 5 points)	5	5	5	5	5					
	6A - Use of Locally Headquartered Businesses (Min. 0 / Max. 5 points)	3	3	3	3	3					
	7A - Local Preference (5 points)	5	5	5	5	5					
	8A - Local Certified Veteran Business Enterprise Preference (5 points)	0	0	0	0	0					
		71	67	94	93	93		418			
	Ordinal Scores	9	12	4	8	10					
	Dropped Highest Ordinal Score		12						31	10	10
	Dropped Lowest Qualitative Score		67					351			
	Tie-Breaker (Total Adj. Ord. Score)-Total Adjusted Qual. Points, then Total Qual. Points for 1A,2A,3A,4A										

Ana M. DaSilva, A/E Coordinator

Attachment D

Contractor Evaluations Report

Evaluation Date Start: End: Get Report

Exit Print

Capital Improvements Information System

Contractor Evaluations Report (All Contracts)

Dept	Contract	Type	Contractor / Architect Name	Date	Rater	Period
PW	E01-PW-05, E-04	PSA	CES Consultants, Inc.	6/14/2007	Duane Kopp, P.E.	Project conclusion
PW	E01-PW-03, EP-4	PSA	CES Consultants, Inc.	3/23/2010	Lissett Cabrera	Project conclusion
WS	E06-WASD-09 WO: 004	PSA	CES Consultants, Inc.	3/13/2012	Maria Lopez	Completion of cor
WS	E06-WASD-09 WO: 007	PSA	CES Consultants, Inc.	7/31/2014	Carlos Benavides	Completion of stu
WS	E06-WASD-09 WO: 01	PSA	CES Consultants, Inc.	3/13/2015	Reynaldo J. Abreu	Interim
WS	E06-WASD-09 WO: 002	PSA	CES Consultants, Inc.	3/13/2015	Reynaldo J. Abreu	Interim
WS	E13-WASD-03C	PSA	CES Consultants, Inc.	9/10/2015	Rolando M Roque	Completion of stu
WS	E13-WASD-03C	PSA	CES Consultants, Inc.	11/30/2015	Rolando M Roque	Completion of stu
WS	E06-WASD-09 WO: 002	PSA	CES Consultants, Inc.	11/21/2016	Reynaldo J. Abreu	Completion of cor
WS	E13-WASD-03C	PSA	CES Consultants, Inc.	4/26/2017	Rolando M Roque	Completion of stu
WS	E13-WASD-03C	PSA	CES Consultants, Inc.	11/9/2017	Rolando M Roque	Completion of stu
WS	E13-WASD-03C	PSA	CES Consultants, Inc.	11/9/2017	Rolando M Roque	Completion of stu
WS	E13-WASD-03C	PSA	CES Consultants, Inc.	11/13/2017	Rolando M Roque	Completion of stu
WS	E13-WASD-03C	PSA	CES Consultants, Inc.	6/12/2018	County Auditor	Completion of stu
WS	E13-WASD-03C	PSA	CES Consultants, Inc.	6/12/2018	County Auditor	Completion of stu
WS	E13-WASD-03C	PSA	CES Consultants, Inc.	6/14/2018	Rolando M Roque	Completion of stu
WS	E13-WASD-03C	PSA	CES Consultants, Inc.	6/14/2018	Rolando M Roque	Completion of stu
WS	E13-WASD-03C	PSA	CES Consultants, Inc.	6/14/2018	County Auditor	Project conclusion
WS	E13-WASD-03C	PSA	CES Consultants, Inc.	6/15/2018	Rolando M Roque	Completion of stu
WS	E13-WASD-03C	PSA	CES Consultants, Inc.	8/29/2018	County Auditor	Project conclusion
WS	E13-WASD-03C	PSA	CES Consultants, Inc.	5/27/2020	Rolando M Roque	Project conclusion
WS	E13-WASD-03C	PSA	CES Consultants, Inc.	7/30/2020	Rolando M Roque	Project conclusion
WS	E13-WASD-03C	PSA	CES Consultants, Inc.	12/29/2020	Rolando M Roque	Completion of stu
WS	E13-WASD-03C	PSA	CES Consultants, Inc.	2/22/2022	Rolando M Roque	Completion of stu
WS	E15-WASD-02 5	PSA	CES Consultants, Inc.	5/11/2022	Juan Curiel, P.E.	Project conclusion
WS	E13-WASD-03C	PSA	CES Consultants, Inc.	5/16/2022	Juan Curiel, P.E.	Project conclusion
WS	E15-WASD-02 5	PSA	CES Consultants, Inc.	7/20/2022	Julio Vidal	Project conclusion
WS	E15-WASD-02 5 WO: 003	PSA	CES Consultants, Inc.	5/30/2023	DAVID MARQUEZ	Completion of stu
WS	E15-WASD-02 5 WO: 003	PSA	CES Consultants, Inc.	8/28/2024	Jaime Ceballo	Interim
WS	E15-WASD-02 5 WO: 003	PSA	CES Consultants, Inc.	9/19/2024	DORALBA VARGAS	Project conclusion
WS	E15-WASD-02 5	PSA	CES Consultants, Inc.	12/23/2024	Juan Curiel, P.E.	Project conclusion
WS	E13-WASD-03C WO: 023	PSA	CES Consultants, Inc.	7/3/2025	Natalia Ojeda	Interim
WS	E13-WASD-03C	PSA	CES Consultants, Inc.	7/3/2025	Natalia Ojeda	Interim
WS	E13-WASD-03C WO: 025	PSA	CES Consultants, Inc.	7/7/2025	Natalia Ojeda	Interim
WS	E15-WASD-02 5 WO: 011	PSA	CES Consultants, Inc.	9/3/2025	Alessandra Monetti	Interim

WS	E13-WASD-03C WO: 029	PSA	CES Consultants, Inc.	11/17/2025	Yamirys Battle	Project conclusio
WS	E15-WASD-02 5 WO: 17CESCI003-012	PSA	CES Consultants, Inc.	11/18/2025	OMAR OBANDO	Completion of stu
WS	E13-WASD-03C	PSA	CES Consultants, Inc.	12/12/2025	Rolando M Roque	Completion of stu
WS	E13-WASD-03C WO: 031	PSA	CES Consultants, Inc.	2/6/2026	DAVID MARQUEZ	Completion of cor

Evaluation Count: 39 Contractors: 1 Average for all Evaluations: 3.6 Average for Completion Evaluations:

Print Exit

Attachment E

A&E Firm History Report

Vendor Profile: Contract Assignments

General | Public Profile | Business Highlights | Users | Commodity Codes | Contacts & Owners | Comments | Certifications | **Contracts** | Concessions | Site Visits | Workforce Comp/EEO | EDP Registrations | Docs | Reports

CES Consultants, Inc.

System Vendor Number: **20074448**
Mark As Favorite

View Summary

To **resort** click on column title. To **filter** click on the drop down menu.

Refresh Table | Reset Filters | Download

Assignment Type	Status	Contract Number & Title	Prime Contractor	Assigned Contacts	Dates	Current Value	Paid To Date
Prime ▼	All ▼	All ▼		All ▼			
Prime	Open	C-17CESCI003: Non-Exclusive Professional Services Agreement for Engineering Design and Related Services for the Improvement, Upgrades and Expansion of Local Wastewater Pump Stations and Related Facilities Necessary for Capital Improvement Projects (E15-WASD-02)		Francisco Reboredo	5/14/2018 - 8/10/2026	$2,200,000	$922,364
Prime	Open	E13-WASD-03_0004: NF-NON-EXCLUSIVE PROFESSIONAL SERVICES AGREEMENT FOR DESIGN SERVICES FOR THE IMPLEMENTATION OF A PUMP STATION IMPROVEMENT PROGRAM		Francisco Reboredo	7/15/2014 - 7/28/2020	$3,300,000	$2,378,574
Prime	Open	EDP-PR-510601A: Matheson Hammock Park & Marina Fire Line Replacement		Rudy Ortiz	9/20/2023 - 9/20/2028	$295,980	$271,820
Prime	Open	EDP-SP-2021-010.01D: Shore Power For Terminals and Multiple Port projects		Rudy Ortiz	10/14/2022 - 10/14/2027	$1,350,000	$974,093
Prime	Closed	EDP-WS-S-346: Construction		Rudy Ortiz	10/9/2019 - 10/9/2024	$200,000	$0

		Inspection Services				
Prime	Open	EDP-WS-S-434: Emergency Communication and Response Plan Study	Rudy Ortiz	7/9/2025 - 7/9/2030	$500,000	$0

1 - 6 of 6 records displayed: Previous Page < Page 1 > Next Page Records per page 100

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Attachment F

Professional Services Agreement for General Construction & Engineering Services

NON-EXCLUSIVE PROFESSIONAL SERVICES AGREEMENT FOR GENERAL CONSTRUCTION ENGINEERING & INSPECTION SERVICES CONTRACT NO. E25AV01E

This AGREEMENT made as of the _____day of _____in the year 2026, 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: **CES Consultants, Inc.**
3150 SW 38th Ave,
Miami, FL 33146

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

For the Project: The project is to provide a pool of five (5) Architectural and Engineering Professional Services, to include threshold and construction inspection services and commissioning services for various projects within Miami Dade Aviation Department's (MDAD) capital improvement program (CIP) under the supervision of MDAD's authorized representative.

Participation Restrictions: Hill International, Inc., awarded under ISD Contract A18-MDAD-01A, Capital Improvement Program Specialized Services, is precluded from rendering services on this project. Turner & Townsend Heery, LLC, awarded ISD Contract No. A18-MDAD-01B, Capital Improvement Program Specialized Services, is precluded from rendering services on this project.

Subconsultants of the Prime firm awarded under contract A18-MDAD-01A and A18-MDAD01B may compete to participate in this project, as a Prime or Subconsultant, if such project will not be managed by their respective team under ISD Contract No. A18-MDAD-01A.

The Prime Consultant, HNTB Corporation, was awarded ISD Contract No. E20-MDAD-01, Bond Engineering Consulting Services, and its subconsultants are precluded from rendering services on this project.

The Owner and CONSULTANT agree as set forth herein:

NON-EXCLUSIVE

PROFESSIONAL SERVICES AGREEMENT

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EXHIBIT 5	FEDERAL AVIATION ADMINISTRATION (FAA) PROVISIONS	
AFFIDAVITS		
CERTIFICATE OF INSURANCE		

WITNESSETH

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 County Services, as more specifically described in ARTICLE 4 – PROFESSIONAL SERVICES TO BE PERFORMED of this Agreement for the Aviation Department of the County, hereinafter referred to as the "Project".

ARTICLE 1

DEFINITIONS

1.1 ADDITIONAL SERVICES: Those services, in addition to the Services in this Agreement, which the CONSULTANT shall perform at Owner's option and when authorized by Service Order(s) in accordance with the terms of this Agreement.

1.2 AFFIRMATIVE ACTION: Action to be taken by the CONSULTANT pursuant to a written, results-oriented program, meeting the requirements of 41 CFR Part 60, in which the CONSULTANT details the steps to be taken to ensure equal employment opportunity, including, where appropriate, remedying discrimination against an affected class, or other actions, as necessary.

1.3 AGREEMENT: This written Agreement between the Owner and the CONSULTANT, including the Appendices attached hereto and all Amendments and Service Orders issued by the Owner hereunder.

1.4 ALLOWANCE ACCOUNT(S): Account(s) in which stated dollar amount(s) may be included in this Agreement for the purpose of funding portions of the Services or the Work. Allowance Accounts are included in this Agreement to pay for Additional Services, Work Site Services, Dedicated Services, Reimbursable Expenses, or Inspector General Services. Services to be paid from these Allowance Accounts shall be authorized by Service Order prior to the commencement of the work under the Service Order.

1.5 AMENDMENT: A written modification to this Agreement executed by the CONSULTANT and the Owner covering changes, additions, or reductions in the terms of this Agreement.

1.6 ART IN PUBLIC PLACES PROGRAM: A program managed by Miami-Dade County Department of Cultural Affairs that is responsible for initiating and overseeing the incorporation of art into new County facilities pursuant to Section 2.11.15 of the Miami-Dade County Code and Administrative Order No. 3-11, as amended.

1.7 BUILDING INFORMATION MODELING (BIM): a digital representation of a building's physical and functional characteristics. BIM is a process that involves creating and managing a 3D model of a building or infrastructure project, which includes not just the geometry of the structure but also information about its components, materials, and other properties. This digital model serves as a shared knowledge resource for architects, engineers, **contractors**, and other stakeholders involved in the design, construction, and operation of a building. The CONSULTANT shall utilize BIM methodology throughout the duration of the Project. All BIM work shall comply with the MDAD Building Information Modeling Standards Manual (BIM Manual), the BIM Execution Plan and the Contract Documents.

1.8 CHANGE ORDER: A written agreement executed by the Owner, the CONSULTANT and the CONSULTANT's Surety, covering modifications to the Contract.

1.9 CONSTRUCTABILITY: The optimum use of construction knowledge and experience in planning, design, procurement, and field operations to achieve overall Project objectives.

1.10 CONSTRUCTION COST: Actual cost of the Work established in the Contract Documents and as they may be amended from time to time.

1.11 CONSULTANT: The named entity on page 1 of this Agreement. The firm, company, corporation or joint venture contracting with the Owner for performance of Work covered in the Contract Documents.

1.12 CONTRACT DOCUMENTS: The legal agreement between the Owner and the CONSULTANT for performance of the Work, which include, but may not be limited to: The Contract Documents shall include, but not necessarily be limited to, the Advertisement for Bids, Instructions to Bidders, Bid Form, Bid Bond, Contract Summary, Surety Performance and Payment Bond, General Conditions, Special Provisions, MDAD Life Safety Master Plan, MDAD Quality Assurance Manual, Division 1 Specifications, Technical Specifications, and Plans together with all Addenda, schedule, permits, shop drawings and applicable legislation, and subsequent Change Orders, and Work Orders. Without limiting the preceding, Contract Documents shall be deemed to include all items defined as "Contract Documents" in the legal agreement between the Owner and CONSULTANT for performance of the Work. The Contract Documents may include materials prepared by Consultant pursuant to a task order issued under this Agreement, materials prepared by the County, or materials prepared by third parties.

1.13 DAYS: Reference made to Days shall mean consecutive calendar days unless otherwise indicated.

1.14 DEFECT(S): Refers to any part of the Work that does not follow the Contract Documents, does not meet the requirements of a reference standard, test or inspection specified in the Contract Documents, does not properly function, is broken, damaged or of inferior quality, or is incomplete. The adjective "defective" when it modifies the words "Work" or "work" shall have the same connotation as Defect.

1.15 DELIVERABLES REQUIREMENTS MANUAL: A manual provided by the Owner that prescribes the deliverables and their content to be provided by the CONSULTANT. This manual is made a part of this Agreement by reference.

1.16 DEPARTMENT: Miami-Dade Aviation Department ("MDAD") is a department of Miami-Dade County and represented by and acting through their designee(s).

1.17 DIRECT SALARIES: Monies paid at regular intervals to personnel other than principals of the CONSULTANT directly engaged by the CONSULTANT on the Project, as reported to the Director of United States Internal Revenue Service and billed to the Owner hereunder on a Multiple of Direct Salaries basis pursuant to a Service Order for Additional Services under this Agreement. Personnel directly engaged on the Project by the CONSULTANT may include architects, engineers, designers, and specifications writers, clerical and administrative staff, or other staff directly engaged or assisting in research, design, production of drawings, specifications and related documents, Work Related Services and other services pertinent to the Project Elements.

1.18 DIRECTOR: The Director of the Miami-Dade Aviation Department or authorized representative(s) designated in writing with respect to a specific matter(s) concerning the Services.

1.19 FEDERAL AVIATION ADMINISTRATION: Transportation Department agency charged with the administration and enforcement of civil aviation standards and regulations.

1.20 FIELD REPRESENTATIVE: An authorized representative or employee of the Owner providing administrative and construction inspection services during the pre-construction, construction, and closeout Phases of the Contract.

1.21 FIXED LUMP SUM: A basis for compensation of the CONSULTANT for Services performed.

1.22 GREEN BUILDING CERTIFICATION INSTITUTE (GBCI): The designated organization responsible for administering the LEED certification program.

1.23 LEED (Leadership in Energy and Environmental Design): The United States Green Building Council (USGBC) created LEED as a rating system for green building practices.

1.24 LEED AP: A person(s) that is an employee of the CONSULTANT or is a SUBCONSULTANT to the CONSULTANT that is certified by the GBCI or successor entity in the specialty specified in the Request for Qualifications/Proposals for this Project. The LEED AP shall (1) prepare the Project LEED registration, application and certification process; (2) coordinate and otherwise guide the CONSULTANT in the design of the Project in order to achieve the points needed for the desired LEED certification; and (3)

monitor the CONSULTANT for the documentation required to meet the CONSULTANT's obligations to achieve the LEED credit points stipulated in the Contract Documents.

1.25 LEED CERTIFICATION DOCUMENTS: Reports, documents or other data required to apply for and obtain the desired LEED certification prepared by the CONSULTANT and approved by the Owner.

1.26 LEED CERTIFICATION PLAN: Plan developed by the LEED AP to develop and monitor the documentation required during design and construction for the LEED certification application process.

1.27 LEED STATUS REPORT: A periodic report produced by the LEED AP to inform the Owner and other stakeholders in the Project on the status of the design and construction relative to earning LEED credit points for the Project.

1.28 LIFE CYCLE COSTING: The process whereby all expenses associated with the operations, maintenance, repair, replacement and alteration costs of a facility or piece of equipment are identified and analyzed.

1.29 MIAMI-DADE AVIATION DEPARTMENT (MDAD or Department): A department of Miami- Dade County Government, sometimes referred to as Owner, represented by and acting through the Director or their Designee(s).

1.30 MULTIPLE OF DIRECT SALARIES: A basis for compensation of the CONSULTANT for Services performed.

1.31 NOTICE TO PROCEED (NTP): Written communication issued by the Owner to the CONSULTANT directing the Services to proceed and establishing the date of commencement of the Work.

1.32 OWNER: Miami-Dade County acting through the Department. The term Owner, as used in this Agreement shall exclude the Department of Regulatory and Economic Resources (RER); Department of Transportation and Public Works (DTPW); the Fire Department and Water & Sewer; or their successors.

1.33 PLANS: The drawings prepared by the CONSULTANT which show the locations, characters, dimensions and details of the Work to be done and which are part of the Contract Documents.

1.34 PROJECT: The total Project Elements that the CONSULTANT is being contracted by the County and as set forth in this Agreement and authorized by Service Order(s).

1.35 PROJECT BUDGET: Estimated cost for the Project, prepared by the Owner as part of the Program, including the estimated Construction Cost. The Project Budget may, from time to time, be revised or adjusted by the Owner, at its sole discretion, to accommodate approved modifications or changes to the Project or the scope of work.

1.36 PROJECT ELEMENT: A part of the Project for which Services are to be provided by the CONSULTANT pursuant to this Agreement or by other CONSULTANTs employed by the Owner.

1.37 PROJECT MANAGER (PM): Individual designated by the Director to represent the Owner during the design and construction of the Project.

1.38 PUNCH LIST: A running list of defects in the Work as determined by the CONSULTANT performing Work Related Services, with input from the Field Representative and the Project Manager. The initial edition of the Punch List is modified in succeeding editions to reflect corrected and completed work as well as newly observed defects, until the time of Final Acceptance.

1.39 RECORD DRAWINGS (AS-BUILT DRAWINGS): Reproducible drawings showing the final completed Work as built, including any change to the Work performed by the CONSULTANT pursuant to the Contract Documents which the CONSULTANT considers significant based on marked-up as-built prints, drawings, and other data furnished by the CONSULTANT.

1.40 REIMBURSABLE EXPENSES: Those expenses delineated in Article 7 "Reimbursable Expenses" of this Agreement which are separately approved by the Owner that are incurred by the CONSULTANT in the fulfillment of this Agreement and which are to be compensated to the CONSULTANT in addition to the Services Fee.

1.41 REVIEW SET: A partial or complete set of Contract Documents, provided by the CONSULTANT in accordance with the Deliverables Requirements Manual and/or Service Order, as provided for in this Agreement, on which the Owner may provide written review comments and acceptance of Services. Any review will be general in nature and shall not constitute a detailed checking of the CONSULTANT's work nor relieve the CONSULTANT of the responsibility for the completeness and accuracy of its Services..

1.42 SERVICE ORDER: A written order (consecutively numbered for reference and control purposes) initiated by the MDAD Project Manager in accordance with this Agreement, and countersigned by the Director and by the CONSULTANT, directing the CONSULTANT to perform or modify the performance of any portion of the Services. The Service Order shall list the specific scope of services to be performed by the CONSULTANT, the fees to be paid for the services, the method of payment and the time in which the services are to be performed

1.43 SERVICES: All work and actions by the CONSULTANT performed pursuant to or undertaken under this Agreement.

1.44 SUBCONSULTANT: An independent firm, company, joint venture, corporation or individual under contract with and compensated by the CONSULTANT to perform a portion of the Services required hereunder.

1.45 USER: Entities such as, but not limited to, concessionaires, service managers, airlines, public utilities, and governmental agencies, excluding agencies of the Owner, that have entered into agreements with the Owner for use of portions of the Miami International Airport and/or the general aviation airports under the control of the Department.

1.46 USER REVIEW: A review of all design projects by a group which represents the operational aspects of the Airport including MDAD operations and maintenance staff, concessionaires, tenants, service managers, airlines, public utilities, governmental agencies, and other Airport users, to ensure that program and operational needs are being met.

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

1.48 WORK: All labor, materials, tools, equipment, services, methods, procedures, etc., necessary or convenient to performance by the CONSULTANT of all duties and obligations imposed by the Contract Documents and representing the basis upon which the total consideration is paid or payable to the CONSULTANT for the performance of such duties and obligations.

ARTICLE 2

INFORMATION TO BE FURNISHED BY THE OWNER

2.1 **INFORMATION TO BE FURNISHED BY THE OWNER:** The Owner will furnish the CONSULTANT with the information listed in the Special Provisions.

2.2 **OBLIGATION OF THE CONSULTANT:** The CONSULTANT understands that it is obligated to verify to the extent it deems necessary all information furnished by the Owner and that it is responsible for the accuracy and applicability of all such information used by said CONSULTANT. Such verification shall include visual examination of existing conditions in all locations encompassed by the project where such examinations can be made without using destructive measures (e.g., excavation or demolition). MDAD shall approve any destructive measures that may be necessary. Surveying information shall be spot checked by CONSULTANT to the extent necessary so that the CONSULTANT has satisfied itself as to the reliability of the information. Notwithstanding the foregoing, if existing conditions materially differ from information furnished by Owner and such variation could not have reasonably been verified by CONSULTANT, then CONSULTANT shall have no responsibility for any costs or expense incurred by Owner as a result of the differing conditions. In addition, if the CONSULTANT is required to make changes to the CONSULTANT's Deliverables as a result of such material difference, the Owner shall compensate the CONSULTANT for such services as an Additional Service.

ARTICLE 3

GENERAL PROVISIONS

3.1 INDEMNIFICATION AND HOLD HARMLESS

3.1.1 Pursuant to Florida Statutes 725.08 and notwithstanding the provisions of Florida Statutes 725.06, the CONSULTANT shall indemnify and hold harmless the Owner, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONSULTANT and other persons employed or utilized by the CONSULTANT in the performance of this Agreement.

To the extent this indemnification clause or any other indemnification clause in this Agreement does not comply with Chapter 725, Florida Statutes, as may be amended, this provision and all aspects of the Contract Documents shall hereby be interpreted as the parties' intention for the indemnification clauses and Contract Documents to comply with Chapter 725, Florida Statutes, as may be amended.
This Section shall survive expiration or termination of this Agreement.

3.2 **INSURANCE:** The CONSULTANT shall not be issued any Service under this Agreement until the insurance required hereunder has been obtained by the CONSULTANT and the Owner has approved such insurance. The CONSULTANT shall maintain required insurance coverage for the full term of this Agreement or for such longer period(s) as may be specifically required herein.

The CONSULTANT shall furnish certificates of insurance to the Owner prior to commencing any operations under this Agreement. Certificates shall clearly indicate that the CONSULTANT has obtained insurance, in the type, amount, and classifications, as required for strict compliance with this Article. The certificates must provide that in the event of material change in or cancellation of the policies reflecting the required coverages, thirty (30) days advance notice shall be given to the Miami-Dade Aviation Department Risk Management Unit.

3.2.1 The CONSULTANT shall provide (at its own cost):

a. Workers' Compensation, as required by Chapter 440, Florida Statutes.

b. Automobile Liability Insurance, covering all owned, non-owned and hired vehicles used in connection with the work in an amount not less than $1,000,000, and $5,000,000 if operating vehicles on the Airfield Operations Area ("AOA"), combined single limit for bodily injury and property damage liability.

Only company-owned or company leased vehicles leased from a leasing company will be permitted on the airfield. No such vehicles shall be permitted airfield access following the date of submittal by the CONSULTANT of the Report of Contract Completion.

c. Commercial General Liability Insurance on a comprehensive basis, including contractual liability, products, and completed operations, in an amount not less than $1,000,000 combined single limit, per occurrence for bodily injury and property damage. Miami-Dade County must be an Additional Insured with respect to this coverage.

d. Professional Liability Insurance (Errors and Omissions), in an amount not less than $1,000,000 per claim with the deductible per claim, if any, not to exceed 10% of the limit of coverage. This insurance shall be maintained for one year after the completion and acceptance by the Owner of the Services performed pursuant to this Agreement.

At any time during the term of this Agreement Owner can require the CONSULTANT provide Project Specific Professional Liability Insurance in the amount of $1,000,000 (or such other amount as may be specified in these Special Provisions) per claim to last the life of the Project plus three (3) years. The premium for this coverage shall be reimbursed to the CONSULTANT in accordance with Article 7 "Reimbursable Expenses" of this Agreement.

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

The company must be rated no less than "A-" as to financial strength, and no less than "Class VII" as to financial size according to the latest edition of Key Rating Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the written approval of the Owner.

3.2.3 The CONSULTANT and/or the SUBCONSULTANTs shall cooperate to the fullest extent with Miami-Dade County in all matters relating to the insurance provided and shall comply with all requirements of any insurance policy procured by the County. They shall also at their own expense furnish the County or its duly authorized representative with copies of all correspondence, papers, records, and other items necessary or convenient for dealing with or defending against claims and for administering the aforementioned insurance including furnishing the time of any of their employees, officers, or agents whose presence or testimony is necessary or convenient in any negotiations or proceedings involving such insurance.

3.2.4 If, at any time during the term of this Agreement, the actual provisions of the insurance described herein, or any part thereof, cannot be obtained or is non-renewable or is otherwise not available, then Miami-Dade County shall attempt to meet, as closely as possible, the objective and purpose of the original insurance program as outlined herein. Furthermore, Miami-Dade County and the CONSULTANT shall agree as to their respective responsibilities and actions in this regard.

3.2.5 Immediate notification must be given to Miami-Dade County Risk Management Division and Miami-Dade County Aviation Department and/or its agent in case of accident or occurrence which might give rise to a claim under any policy provided by the County, or any policy on which the County is a joint insured.

3.2.6 Compliance with the foregoing requirements as to the carrying of insurance shall not relieve the CONSULTANT from liability under any portion of this Contract.

3.2.7 Cancellation of any insurance or non-payment by the CONSULTANT of any premium for any insurance policy or bonds required by this Contract shall constitute a breach of this Contract. In addition to any other legal remedies, Miami-Dade County at its sole option may terminate this Contract or pay such premiums and deduct the costs thereof from any amounts which are or may be due to the CONSULTANT.

3.3 **ASSIGNMENT:** The CONSULTANT shall not assign, transfer or convey this Agreement to any other person, firm, association, or corporation, in whole or in part. However, the CONSULTANT will be permitted to cause portions of the services to be performed by sub-CONSULTANTs, as authorized elsewhere herein.

3.4 **PROVISION OF ITEMS NECESSARY TO COMPLETE SERVICES:** In the performance of the Services prescribed herein, it shall be the responsibility of the CONSULTANT to provide all salaries, wages, materials, equipment, sub-CONSULTANTs and other purchased services, etc., necessary to complete said Services.

3.5 **SUBCONSULTANTS:** All Services provided by the SUBCONSULTANTs shall be consistent with those commitments made by the CONSULTANT during the selection process and interview. Such Services shall be pursuant to appropriate agreements between the CONSULTANT and the SUBCONSULTANTs, which shall contain provisions that preserve and protect the rights of the Owner under this Agreement. Nothing contained in this Agreement shall create any contractual relationship between the Owner and the SUBCONSULTANTs.

The CONSULTANT shall not change any SUBCONSULTANT without prior approval by the Director in response to a written request from the CONSULTANT stating the reasons for any proposed substitution. Any approval of a SUBCONSULTANT by the Owner shall not in any way shift the responsibility for the quality and acceptability by the Owner of the services performed by the SUBCONSULTANT from the CONSULTANT to the Owner. The CONSULTANT shall cause the names of SUBCONSULTANTs responsible for

significant portions of the Services to be inserted on the Plans and Specifications, subject to the approval of the Owner.

The CONSULTANT may employ SUBCONSULTANTs to assist the CONSULTANT in performing specialized Services. Payment of such SUBCONSULTANTs employed at the option of the CONSULTANT shall be the responsibility of the CONSULTANT and shall not be cause for any increase in compensation to the CONSULTANT for the performance of the Services. The quality of services and acceptability to the Owner of the services performed by such SUBCONSULTANTs shall be the sole responsibility of the CONSULTANT.

3.6 **TERM OF AGREEMENT:** This term of this Agreement shall be for Five (5) years and one Two-Year option to renew shall begin upon execution of the Agreement by the parties and shall be in effect until all Services are completed or until those Services Orders in force at the end of the stated period of time have been completed and the Services accepted, whichever may be later.

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

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

3.7.1 Owner's Termination for Cause: The Owner may terminate this Agreement or any Service Order upon seven (7) days written notice for cause in the event that the CONSULTANT violates any provisions of this Agreement, or performs the same in bad faith, or unreasonably delays the performance of the Services. Such written notice to the CONSULTANT shall spell out the cause and provide reasonable time in the notification to remedy the cause.

The Owner may terminate this Agreement if the CONSULTANT is found to have submitted a false certification or to have been, or is subsequently during the term of this Agreement, placed on the Scrutinized Companies for Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. The Owner may also terminate this Agreement as directed by the Federal Aviation Administration (FAA).

Notwithstanding any other penalties for firms that have discriminated in violation of Article VII of Chapter 11A of the Code, the Owner may terminate the Agreement or require the termination or cancellation of a SUBCONSULTANT contract. In addition, a violation by the CONSULTANT or a SUBCONSULTANT to it, or failure to comply with the Administrative Order (A.O.) 3-39 may result in the

imposition of one or more of the sanctions listed in the A.O. (See www.miamidade.gov/ao/home.asp).

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

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

3.7.3 CONSULTANT's Termination for Cause: The CONSULTANT may terminate this Agreement upon thirty (30) days written notice for cause in the event that the Owner violates any provisions of this Agreement. Such written notice to the Owner shall spell out the cause and provide reasonable time in the notification to remedy the cause. In the event the CONSULTANT exercises its right to terminate this Agreement for cause, payment for Services satisfactorily performed prior to the date of termination shall be made in accordance with the article "Compensation for Services".

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

1. Stop the performance of Services under this Agreement on the date and to the extent specified in the Notice of Termination;

2. Place no further orders or subcontracts except as may be necessary for completion of any portion(s) of the Services not terminated, and as authorized by Service Order(s);

3. Terminate all orders and subcontracts to the extent that they relate to the performance of the Services terminated by the Notice of Termination;

4. Transfer title to the Owner (to the extent that title had not already been transferred) and deliver in the manner, at the times, and to the extent directed by the Owner, all property purchased under this Agreement and reimbursed as a direct item of cost and not required for completion of the Services not terminated;

5. Promptly assemble and submit as provided herein all documents for the Services performed, including plans, calculations, specifications, reports, and correspondence, and all other relevant materials affected by the termination, electronic and otherwise; and;

6. Complete performance of any Services not terminated by the Notice of Termination.

3.7.5 Compensation for Terminated Work: Compensation for terminated work will be made based on the applicable provisions of the Article 5 "Compensation for Services".

3.7.6 The Owner reserves the right to have any employee of the CONSULTANT or any employee of the SUBCONSULTANT removed from the Project if in the Owner's sole judgement that employee is not performing their work properly or if such removal is in the best interest of the Project.

3.8 SANCTIONS FOR CONTRACTUAL VIOLATIONS:

Without limiting any other right granted the County herein or at law, The County may terminate this Contract or require the termination or cancellation of any SUBCONSULTANT contract, if the CONSULTANT or any SUBCONSULTANT(s) violates Article VII of Chapter 11A of the Code. In addition, a violation by the CONSULTANT, or SUBCONSULTANT to the CONSULTANT, or failure to comply with Section 2-10.4.01(5) of the Code, and Administrative Order (A.O.) 3-39 may result in the imposition of one or more of the sanctions listed in the Code and the A.O. respectively.

3.9 INTENT OF AGREEMENT:

3.9.1 The intent of the Agreement is for the CONSULTANT to provide Services as further specified in Article 8.1. The Services shall be deemed to include all services implied by, incidental to, or appurtenant to those listed in Article 8.1, whether or not such services are expressly listed in this Agreement, and the provision of such Services shall not be considered additional or extra work.

3.9.2 Order of Precedence: building and safety codes enacted by any authority having jurisdiction, amendment to this Contract, Special Provisions of this Agreement,

Articles of this agreement, Exhibits, NTPC and addenda, CONSULTANT's Proposal.

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

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

3.9.5 FAA Provisions: Exhibit 5, attached hereto and incorporated by reference, outlines the provisions currently required under applicable Federal Aviation Administration (FAA) guidelines. The Contractor shall comply with the terms of Exhibit 5 as amended from time to time. The Mayor or the Mayor's designee shall have the authority to administratively amend Exhibit 5 to reflect revisions, additions, or removals of required FAA provisions as issued through official FAA guidance. Any such amendments shall be provided in writing to the CONSULTANT through an updated version of Exhibit 5. Such updated version of Exhibit 5 shall be identified as Exhibit 5.A, with each updated Exhibit 5 thereafter being identified by successive alphabetical identification (*i.e.*, Exhibit 5.B, Exhibit 5.C, and so on) with the latest alphabetical version of Exhibit 5 governing unless otherwise specified. Failure to agree to the amendment proffered by MDAD shall cause MDAD to terminate this agreement.

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

3.11 **ACCOUNTING RECORDS OF CONSULTANT:** The Owner reserves the right to audit the accounts and records of the CONSULTANT and SUBCONSULTANTs including, but not limited to, payroll records and Federal Tax return, supporting all payments for Services hereunder on the basis of Multiple of Direct Salaries and Reimbursement of Actual Expenses incurred. Such audit may take place at any mutually convenient time during the performance of this Agreement and for three (3) years after final payment under this Agreement. The CONSULTANT shall maintain, as part of its regular accounting system, records of a nature and in a sufficient degree or detail to enable such audit to determine the personnel hours and personnel costs and other expenses associated with each Project and/or

task authorized for performance by Service Order(s). In accordance with Florida Statutes 287.055, the CONSULTANT hereby certifies and warrants that wage rates and other factual unit cost as submitted supporting the compensation provided here are accurate, complete, and current as of the date of the submittal. It is further agreed that said compensation provided for in this Agreement shall be adjusted to exclude any significant costs where the Owner determines that the payment for Services was increased due to inaccurate, incomplete, or non-current wage rates or other factual unit costs. All such adjustments in compensation paid or payable to CONSULTANT under this Agreement shall be made within three (3) years from the date of final billing or acceptance of the Services by the Owner, whichever is later.

3.12 **INSPECTOR GENERAL (IG), INDEPENDENT PRIVATE SECTOR INSPECTOR GENERAL (IPSIG):** Pursuant to MDC Code Section 2-1076, the Office of the Miami-Dade County Inspector General (IG) shall have the authority and power to review past, present, and proposed County programs, accounts, records, contracts, and transactions. The IG shall have the power to subpoena witnesses, administer oaths, and require the production of records. Upon ten (10) days' written notice to the CONSULTANT from IG, the CONSULTANT shall make all requested records and documents available to the IG for inspection and copying.

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

(1) If this Contract is completely or partially terminated, the CONSULTANT shall make available the records relating to the work terminated until three (3) years after any resulting final termination settlement; and

(2) The CONSULTANT shall make available records relating to appeals or to litigation or the settlement of claims arising under or relating to this Contract until such appeals, litigation, or claims are finally resolved.

The IG shall have the power to report and/or recommend to the Board of County Commissioners whether a particular project, program, contract, or transaction is or was necessary and, if deemed necessary, whether the method used for implementing the project or program is or was efficient both financially and operationally. Monitoring of an existing project or program may include reporting whether the project is on time, within budget and in conformity with plans, specifications, and applicable law. The IG shall have the power to analyze the need for, and reasonableness of, proposed Change Orders.

The IG may, on a random basis, perform audits on all County contracts throughout the duration of said contract (hereinafter "random audits"). This random audit is separate and distinct from any other audit by the County. To pay for the functions of the Office of the Inspector General, any and all payments to be made to the CONSULTANT under this contract will be assessed one quarter of one percent of the total amount of the payment, to

be deducted from each progress payment as the same becomes due, unless this Agreement is federally funded where federal or state law or regulations preclude such a charge or where such a charge is otherwise precluded as stated in the Special Provisions (see Article 8). The CONSULTANT shall, in stating its agreed prices, be mindful of this assessment, which will not be separately identified, calculated, or adjusted in the proposal or bid form.

The IG shall have the power to retain and coordinate the services of an independent private sector inspector general (IPSIG) who may be engaged to perform said random audits, as well as audit, investigate, monitor, oversee, inspect, and review the operations, activities, and performance and procurement process including, but not limited to, project design, establishment of bid specifications, bid submittals, activities of the CONSULTANT, its officers, agents and employees, lobbyists, County staff, and elected officials in order to ensure compliance with contract specifications and detect corruption and fraud. The IG is authorized to investigate any alleged violation by a CONSULTANT of its Code of Business Ethics, pursuant of MDC Code Section 2-8.1.

The provisions in this section shall apply to the CONSULTANT, its officers, agents and employees. The CONSULTANT shall incorporate the provisions in this section in all subcontracts and all other agreements executed by the CONSULTANT in connection with the performance of this contract.

INDEPENDENT PRIVATE SECTOR INSPECTOR GENERAL

The attention of the CONSULTANT is hereby directed to the requirements of 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 Inspector General (IPSIG) who may be engaged to audit, investigate, monitor, oversee, inspect, and review the operations, activities, and performance of the CONSULTANT and County in connection with this Contract. The scope of services performed by an IPSIG may include, but are not limited to, monitoring and investigating compliance with Contract Specifications; project costs; and investigating and preventing corruption and fraud.

The IPSIG may perform its services at all levels of the contracting and procurement process including, but not limited to, project design, establishment of bid specifications, bid submittals, activities of CONSULTANT, its officers, agents 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 SUBCONSULTANTs and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, bid and contract documents, back-charge document, all documents and records which involve cash, trade, or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records, and supporting documentation for the aforesaid

documents and records.

3.13 OWNERSHIP OF DOCUMENTS AND COPYRIGHTS:

3.13.1 All notes, correspondence, documents, designs, drawings, renderings, calculations, specifications, models, photographs, reports, surveys, investigations, and any other documents and copyrights thereto for Services performed or produced in the performance of this Agreement, whether in paper or other hard copy medium or in electronic medium is a work for hire and is 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 prior written approval from Owner.

3.13.2 The CONSULTANT is permitted to reproduce copyrighted material described above subject to written approval from the Owner.

3.13.3 At the Owner's option, the CONSULTANT may be authorized by Service Order to adapt copyrighted material for additional or other work for the Owner; however, payment to the CONSULTANT for such adaptations will be limited to an amount not greater than 50% of the original fee earned to adapt the original copyrighted material to a new site.

3.13.4 The Owner shall have the right to modify the Project or any component thereof without permission from the CONSULTANT or without any additional compensation to the CONSULTANT. The CONSULTANT shall be released from any liability resulting from such modification.

3.14 LAWS AND REGULATIONS:

3.14.1 The CONSULTANT shall, during the term of this Agreement, be governed by Federal, State of Florida, and Miami-Dade County Laws, Regulatory Orders, County Codes and Resolutions, and MDAD operating procedures, all as may be amended from time to time, that may have a bearing on the Services involved in this Project. The Department will assist the CONSULTANT in obtaining copies of any such laws, orders, codes, resolutions, or procedures not readily available on the Internet.

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

3.14.3 Portions of the work produced under this Agreement may be determined by the Owner to contain Security Sensitive Information (SSI). Upon notification by the Owner, the CONSULTANT and its SUBCONSULTANTs under this Agreement shall follow security requirements of the Transportation Security

Administration, 49 CFR Parts 1500, et al., Civil Aviation Security Rules, and other MDAD Security Procedures. Documents deemed by the Owner to contain Security Sensitive Information shall bear the following warning:

Warning Notice: This record contains Sensitive Security Information that is controlled under the provisions of 49 CFR Parts 15 and 1520. No part of this record may be disclosed without a "need to know", as defined in 49 CFR Parts 15 and 1520, except with the written permission of the Administrator of the Transportation Security Administration or the Secretary of Transportation. Unauthorized release may result in civil penalty or other action.

3.14.4 In accordance with Florida Statutes 119.071 (3) (b), building plans, blueprints, schematic drawings, and diagrams, including draft, preliminary, and final formats, which depict the internal layout and structural elements of a building, arena, stadium, water treatment facility, or other structure owned or operated by an agency, are exempt from s. 119.07 and s. 24(a), Art. I of the State Constitution. This exemption applies to building plans, blueprints, schematic drawings, and diagrams, including draft, preliminary, and final formats, which depict the internal layout and structural elements of a building, arena, stadium, water treatment facility, or other structure owned or operated by an agency before, on, or after the effective date of this act. Information made exempt by this paragraph may be disclosed to another governmental entity with prior approval by the Owner if disclosure is necessary for the receiving entity to perform its duties and responsibilities; to a licensed CONSULTANT who is performing work on or related to the building, arena, stadium, water treatment facility, or other structure owned or operated by an agency; or upon a showing of good cause before a court of competent jurisdiction. The entities or persons receiving such information shall maintain the exempt status of the information.

3.14.5 The CONSULTANT shall comply with the financial disclosure requirements of Ordinance No. 77-13, as amended by having on file or filing within thirty (30) days of the execution of the Agreement one of the following with the Supervisor of the Miami-Dade County Elections Department, P.O. Box 521550, Miami, FL, 33152-1550.

A. A source of income statement
B. A current certified financial statement
C. A copy of the CONSULTANT's current Federal Income Tax Return

3.14.6 In addition to the above requirements in this sub-article, the CONSULTANT agrees to abide by all Federal, State, and County procedures, as may be amended from time to time, by which the documents are handled, copied, and distributed which may include, but is not limited to:

3.14.6.1 Each employee of the CONSULTANT and SUBCONSULTANT(s) that will be involved in the Project, shall sign an agreement stating that they will not copy, duplicate, or distribute the documents unless authorized by the Owner as required in Article 3.14.4.

3.14.6.2 The CONSULTANT and its SUBCONSULTANT(s) agree in writing that the project documents are to be kept and maintained in a secure location.

3.14.6.3 Each set of the project documents is to be numbered and the whereabouts of the documents shall be tracked at all times.

3.14.6.4 A log is developed to track each set of documents logging in the date, time, and name of the individual(s) that works on or views the documents.

3.15 **CORRECTIONS TO CONTRACT DOCUMENTS:** The CONSULTANT shall prepare, without added compensation, all necessary supplemental documents to correct errors, omissions, and/or ambiguities that may exist in the Contract Document prepared by the CONSULTANT including the documents prepared by its SUBCONSULTANTs. Compliance with this Article shall not be construed to relieve the CONSULTANT from any liability resulting from any such errors, omissions, and/or ambiguities in the Contract Documents and other documents or Services related thereto.

3.16 **STANDARD OF CARE:** Notwithstanding anything to the contrary in this Agreement or in any other Contract Document relating to the Project, in performing its Work under this Contract CONSULTANT shall perform its Services to the standard of care of a reasonable CONSULTANT that is performing the same or similar Work, at the same time and locality and under the same or similar conditions faced by CONSULTANT.

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

3.18 **SECURED AREAS/AIR OPERATIONS AREA (AOA)/SIDA/STERILE AREAS SECURITY:**

3.18.1 The CONSULTANT acknowledges and accepts full responsibility for compliance with all applicable laws, rules and regulations including those of the Transportation Security Administration (TSA), Department of Homeland Security (DHS), Federal Aviation Administration (FAA), Customs and Border Protection (CBP), and MDAD as set forth from time to time relating to CONSULTANT's activities at the Miami International Airport (MIA), or other Miami- Dade County airports.

3.18.2 In order to maintain high levels of security at MIA, the CONSULTANT must obtain MDAD photo identification badges, at their own cost, for all the CONSULTANT's employees working in the Secured/AOA/Security Identification Display Area (SIDA)/Sterile Areas or any other restricted areas of the Airport. MDAD issues two types of identification badges: photo

identification badges and non-photo passes. All employees, except temporary workers (working less than two weeks), will be required to obtain photo identification badges and will be subject to Federal Bureau of Investigation (FBI) fingerprint-based Criminal History Records Check (CHRC). Temporary workers (working less than two weeks) will be issued non-photo passes. At no time will an employee bearing a non-photo identification badge be authorized in a secured MIA location without being escorted by an MDAD authorized Escort Authority that has been issued a badge with an escort seal by the MDAD ID Section. No other individuals are allowed to escort under any circumstances.

3.18.3 The CONSULTANT shall be responsible for requesting MDAD issue identification badges to all employees whom the CONSULTANT requests be authorized access to the Secured/AOA/SIDA/Sterile Areas or any other restricted areas of the Airport and shall be responsible for the immediate reporting of all lost or stolen ID badges and the immediate return of the ID badges of all personnel transferred from Airport assignment, terminated from the employ of the CONSULTANT, upon final acceptance of the Work, or termination of this Contract. The CONSULTANT will be responsible for all fees associated with lost and unaccounted for badges or passes as well as the fee(s) for fingerprinting and ID issuance.

3.18.4 All employees of the CONSULTANT, or SUBCONSULTANTs, who must work within MDAD Secured/AOA/SIDA/Sterile Areas or any other restricted areas at Miami International Airport shall be supplied with MDAD identification badges as specified above, which must be worn at all times while within the referenced areas. Badges shall be worn on outer garments above the waist so as to be clearly visible in order to distinguish, on sight, employees assigned to a particular CONSULTANT. MDAD issues the non-photo passes on a daily basis, not to exceed two weeks. In order to obtain a non-photo pass, the CONSULTANT must submit a 48-Hour Advance Notification form with required information to the MDAD Security Division, ID Section, for all temporary workers requiring access to the MDAD Secured/AOA/SIDA/Sterile Areas or other restricted areas of the Airport. Non- photo passes will not be issued to temporary workers who have failed a criminal history records check, are in possession of an expired work permit, and/or have an expired MDAD ID badge. Each employee must complete the SIDA training program conducted by MDAD and comply with all other TSA, DHS, CBP, FAA or MDAD requirements as specified by the MDAD at the time of application for the ID badge before an ID badge is issued. MDAD Security and Safety ID Section regularly provide SIDA Training.

3.18.5 CONSULTANT Ramp Permits will be issued to the CONSULTANT authorizing vehicle entrance to the Airfield Operations Area (AOA) through specified Miami-Dade Aviation Department guard gates for the term of any Project. These permits will be issued only for those vehicles (including vehicles belonging to the SUBCONSULTANT) that must have access to the site during the performance of the Work. These permits will only be issued to company owned vehicles or to company leased vehicles (leased from a commercial leasing company). AOA decals, passes, or permits to operate within the

Secured/AOA/SIDA will not be issued to privately owned or privately leased vehicles. All vehicles operating within the Secured/AOA/SIDA must have conspicuous company identification signs (minimum of three (3) inch lettering) displayed on both sides of the vehicle.

3.18.5.1 All vehicles operating within the Secured/AOA/SIDA must be provided with the Automobile Liability Insurance required elsewhere in these General Conditions. Proof of such insurance shall be provided to MDAD Airside Operations Division upon request.

3.18.6 Vehicles delivering materials to the site will be given temporary passes at the appropriate guard gate. Such vehicles shall not be permitted to operate within the Secured/AOA/SIDA without MDAD escort to be provided by MDAD's Operations Division. To obtain an escort, the CONSULTANT shall notify MDAD Airside Operations Division in writing twenty-four (24) hours in advance of such need. These passes shall be surrendered upon leaving the Secured/AOA/SIDA. All vehicles shall be marked with the company name to ensure positive identification at all times while in the Secured/AOASIDA.

3.18.7 Only CONSULTANT management level staff and supervisors with pictured MDAD I.D. badges shall be allowed to operate a motor vehicle on the Secured/AOA/SIDA without MDAD escort except when operating a vehicle that requires a specialized license to operate (CDL). Such vehicles must be under MDAD Airside Operations escort when moving on the AOA unless said vehicle is operating in an approved MOT. The CONSULTANT shall require such employee to have a current, valid, appropriate Florida driver's license and to attend and successfully complete the AOA Driver Training Course conducted periodically by the Department. The privilege of a person to operate a motor vehicle on the Secured/AOA/SIDA may be withdrawn by the Department due to violation of AOA driving rules, or loss of Florida driver's license, or other cause.

3.18.8 The CONSULTANT agrees that its personnel, vehicles, cargo, goods, and other personal property are subject to being searched when attempting to enter, leave or while on the Secured/AOA/SIDA/Sterile Areas or other restricted areas of the airport. It is further agreed that the MDAD has the right to prohibit an individual, agent, or employee of the CONSULTANT or SUBCONSULTANT from entering the Secured/AOA/SIDA/Sterile Areas or other restricted areas, based upon facts which would lead a person of reasonable prudence to believe that such individual might be inclined to engage in theft, cargo tampering, aircraft sabotage, or other unlawful activities, including failure to comply with TSA, DHS, FAA, CBP, and MDAD SIDA/access control policies, rules, and regulations. Any person denied access to the Secured/AOA/SIDA/Sterile areas or other restricted areas of the Airport or whose prior authorization has been revoked or suspended on such grounds shall be entitled to a review hearing before the Director or their authorized designee within a reasonable time. Prior to such hearing, the person denied access to the Secured/AOA/SIDA/Sterile

Areas or other restricted areas of the airport shall be advised, in writing, of the reasons for such denial.

3.18.8.1 The CONSULTANT acknowledges and understands that these provisions are for the protection of all users of the Secured/AOA/SIDA/Sterile Areas and are intended to reduce the incidence of terrorism, thefts, cargo tampering, aircraft sabotage, and other unlawful activities at the Airport and to maximize compliance with TSA, DHS, CBP, FAA, and MDAD access control policies and procedures.

3.18.9 The CONSULTANT understands and agrees that vehicle and equipment shall not be parked/stored on the Secured/AOA/SIDA in areas not designated or authorized by MDAD nor in any manner contrary to any posted regulatory signs, traffic control devices, or pavement markings.

3.18.10 The CONSULTANT understands and agrees that all persons entering and working in or around arriving international aircraft and facilities used by the various Federal Inspection Services agencies may be subject to the consent and approval of such agencies. Persons not approved or consented to by the Federal Inspection Services agencies shall not be employed by the CONSULTANT in areas under the jurisdiction or control of such agencies. Persons not approved or consented to by the Federal Inspection Services agencies who enter such areas are subject to fines, which shall be borne entirely by the persons and/or the CONSULTANT.

3.18.11 Notwithstanding the specific provisions of this Section, the Owner shall have the right to add to, amend, or delete any portion hereof in order to meet reasonable security requirements of MDAD or of the TSA/DHS/ CBP/FAA.

3.18.12 The CONSULTANT shall ensure that all employees so required participate in such safety, security, and other training and instructional programs, as MDAD or appropriate Federal agencies may from time to time require.

3.18.13 The CONSULTANT agrees that it will include in all contracts and subcontracts with its MIA SUBCONSULTANTs, service providers, and suppliers an obligation by such parties to comply with all security requirements applicable to their operations at the Airport. The CONSULTANT agrees that in addition to all remedies, penalties, and sanctions that may be imposed by TSA, DHS, CBP, FAA, or the MDAD upon the CONSULTANT's SUBCONSULTANTs, suppliers, and their individual employees for a violation of applicable security provisions, the CONSULTANT shall be responsible to the Owner for all such violations and shall indemnify and hold the Owner harmless for all costs, fines and penalties arising there from, such costs to include reasonable attorneys' fees.

3.18.14 In addition to the foregoing, the CONSULTANT shall be required to comply with the U.S. Customs and Border Protection (CBP) requirements for obtaining CBP seals for those CONSULTANT employees that will be involved within

the CBP/FIS environment at MIA. The CONSULTANT shall be responsible for all related fees for required bonding, fingerprinting, and background investigations of CONSULTANT personnel.

3.18.15 The employee(s) of the CONSULTANT shall be considered to be at all times its employee(s), and not an employee(s) or agent(s) of the County or any of its departments. The CONSULTANT shall provide employee(s) competent and physically capable of performing the Work as required. The County may require the CONSULTANT to remove any employee it deems unacceptable.

3.19 **NON-EXCLUSIVITY:** Notwithstanding any provision of this Non-Exclusive Agreement, the Owner is not precluded from retaining or utilizing any other CONSULTANT, or other CONSULTANT to perform any incidental Services, Additional Services, or other Professional Services within the contract limits defined in the Agreement. The CONSULTANT shall have no claim against the County as a result of the County, electing to retain or utilize such other CONSULTANT to perform any such incidental Services.

3.20 **CONTINUED ENGAGEMENT OF CRITICAL PERSONNEL:** In accordance with County Resolution No. 744-00, the CONSULTANT shall identify in **Exhibit 3**, attached hereto and made a part hereof, the specific technical or professional personnel to perform the necessary Services under this Agreement. Such personnel shall not be replaced except when the Owner determines, in its discretion, that the proposed replacement personnel has equal or greater qualifications or capabilities to perform the necessary Services.

3.21 **CONSULTANT RESPONSIBILITY**:

3.21.1 During the term of this agreement, the CONSULTANT shall satisfy and maintain all valid technical certifications as required under technical categories 4.01 Aviation Systems – Engineering Design, 17.00 Engineering Construction Management, 4.02 Aviation Systems – Architectural Design, 11.00 A Threshold Inspection, 14,00 Architecture, 18.00 Architectural Construction Management, and 27.2 Commissioning/Retro-Commissioning. The CONSULTANT is responsible for the professional quality, technical accuracy, completeness, performance and coordination of all Work required under the Agreement (including the work performed by SUBCONSULTANTs), within the specified time period and specified cost. The CONSULTANT shall perform the Work utilizing the skill, knowledge, and judgment ordinarily possessed and used by a proficient consulting CONSULTANT with respect to the disciplines required for the performance of the work in the State of Florida. The CONSULTANT is responsible for, and represents that the work conforms to, the Owner's requirements as set forth in the Agreement. The CONSULTANT shall be and remain liable to the Owner for all damages in accordance with applicable law caused by any failure of the CONSULTANT or its SUBCONSULTANTs to comply with the terms and conditions of the Agreement or by the CONSULTANT's or SUBCONSULTANTs' misconduct, unlawful acts, negligent acts, errors, or omissions in the performance of the Agreement. The CONSULTANT is responsible for the performance of Work

by SUBCONSULTANTs and in approving and accepting such Work to ensure the professional quality, completeness, and coordination of SUBCONSULTANT's Work.

3.21.2 In addition to all other rights and remedies that the Owner may have, the CONSULTANT shall, at its expense, re-perform the Services to correct any deficiencies that result from the CONSULTANT's failure to perform in accordance with the above standards.

3.21.3 The Owner shall notify the CONSULTANT in writing of any deficiencies and shall approve the method and timing of the corrections. Neither Owner's inspection, review, approval, or acceptance of, nor payment for, any of the Work required under the Agreement shall be construed to relieve the CONSULTANT or any SUBCONSULTANT of its obligations and responsibilities under the Agreement, nor constitute a waiver of any of the Owner's rights under the Agreement or of any cause of action arising out of the performance of the Agreement.

3.21.4 Upon Owner's notification of deficient or defective work stemming from the CONSULTANT's services, the CONSULTANT shall have fourteen (14) days to respond to the Owner's claim. The Owner shall implement its procedure for administrative review of the claim with notification to the CONSULTANT of the findings from that review. Upon notification, the_CONSULTANT shall have fourteen (14) days to request reconsideration of the findings.

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

3.23 **ENTIRETY OF AGREEMENT:** This Agreement represents the entire and integrated Agreement between the Owner and the CONSULTANT and supersedes all prior negotiations, representations, or agreements between the parties hereto, either written or oral, pertaining to the Project(s). This Agreement shall not be amended except by written Amendment.

3.24 **PROMPT PAYMENT:** It is the policy of Miami-Dade County that payment for all purchases by County agencies and the Public Health Trust shall be made in a timely manner and that interest payments be made on late payments. In accordance with Florida Statutes, Section 218.74 and Section 2-8.10.4.01, of the Miami-Dade County Code, the time at which payment shall be due from the County or the Public Health Trust shall be fourteen (14) calendar days from receipt of a proper invoice. All payments due from the County or the Public Health Trust, and not made within the time specified by this section, shall bear interest from thirty (30) days after the due date at the rate of one percent (1%) per month on the unpaid balance. Further, proceedings to resolve disputes for payment of obligations

shall be concluded by final written decision of the County Mayor, or their designee(s), not later than sixty (60) days after the date on which the proper invoice was received by the County or the Public Health Trust.

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

3.26 **ETHICS COMMISSION:** Pursuant to Section 2-11.1(y) of the Code of Miami-Dade County, The Ethics Commission shall be empowered to review, interpret, render advisory opinions and letters of instruction and enforce the Conflict of Interest and Code of Ethics Ordinance. Jurisdiction of the Ethics Commission shall automatically extend to Commissioners, the Mayor, autonomous personnel, quasi-judicial personnel, departmental personnel, employees, contract staff, advisory personnel, immediate family, lobbyists as defined in subsections (b) and (s) who are required to comply with the Conflict of Interest and Code of Ethics Ordinance; and any other person required to comply with the Conflict of Interest and Code of Ethics Ordinance including, but not limited to, CONSULTANT and vendors. In the event that the Ethics Commission does not assume jurisdiction as provided in the preceding sentence, the Ethics Commission may refer the complaint to the State Attorney for appropriate action. Notwithstanding the foregoing, the Ethics Commission shall not have jurisdiction to consider an alleged violation of subsection (c) if the requirements of subsection (c) have been waived for a particular transaction as provided therein. The term "contract staff' shall mean any employee and/or principal of an independent CONSULTANT, SUBCONSULTANT (of any tier), , designated in a contract with the County as a person who shall be required to comply with the provisions of Subsections 2- 11.1(g), (h), (j), (l), (m), (n) and (o) of the Conflict of Interest and Code of Ethics Ordinance. Prior to determining whether to designate a person as contract staff in a RFP, RFQ, bid or contract, the County Mayor or their designee shall seek a recommendation from the Executive Director of the Ethics Commission. The CONSULTANT must provide the Ethics Commission with a written report regarding its compliance with any restriction contained in the advisory opinion issued by the Ethics Commission to the CONSULTANT, SUBCONSULTANTs, or team members within ninety (90) days of each task assignment. The report must be submitted to the Executive Director, Commission on Ethics and Public Trust at 19 West Flagler St., Suite 207, Miami, Florida 33130.

3.27 **TRUTH IN NEGOTIATION:** Pursuant to A.O. 3-39 and Florida Statutes Chapter 287.055 5(a): For all lump-sum costs or costs plus a fixed fee contract in which a fee will exceed One Hundred Ninety-Five Thousand Dollars ($195,000; 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.

3.28 **EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY):** CONSULTANT is required to enroll in the United States Citizenship and Immigration Services E-Verify system, and to utilize that system to verify the employment eligibility of all persons performing work for the CONSULTANT under this Agreement. CONSULTANT shall incorporate this requirement into all of its subcontracts as well.

3.29 **AMERICANS WITH DISABILITIES ACT (ADA) STANDARDS:** The design of this project shall meet the standards delineated in the 2010 ADA Standards for Accessible Design.

3.30 **ACCOUNTS RECEIVABLE ADJUSTMENTS:** In accordance with Miami-Dade County Implementing Order 3-9, Accounts Receivable Adjustments, if money is owed by the CONSULTANT to the County, whether under this Contract or for any other purpose, the County reserves the right to retain such amount from payment due by County to the CONSULTANT under this Contract. Such retained amount shall be applied to the amount owed by the CONSULTANT to the County. The CONSULTANT shall have no further claim to such retained amounts which shall be deemed full accord and satisfaction of the amount due by the County to the CONSULTANT for the applicable payment due herein.

3.31 **ACCESS TO PUBLIC RECORDS:** The CONSULTANT shall comply with the Public Records Laws of the State of Florida, including but not limited to: (1) keeping and maintaining all public records that ordinarily and necessarily would be required by Miami-Dade County (County) in order to perform the service; (2) providing the public with access to public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law; (3) ensuring that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (4) meeting all requirements for retaining public records and transferring, at no cost, to the County all public records in possession of the CONSULTANT upon termination of the contract and destroying any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements upon such transfer. In addition, all records stored electronically must be provided to the County in a format that is compatible with the information technology systems of the County. Failure to meet any of these provisions or to comply with Florida's Public Records Laws as applicable shall be a material breach of the agreement and shall be enforced in accordance with the terms of the agreement.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE MIAMI DADE AVIATION RECORDS CUSTODIAN, EDMUNDO PORTA (305) 876-0933; EPORTA@FLYMIA.COM; MIAMI-DADE AVIATION DEPARTMENT, RISK MANAGEMENT & SUPPORT SERVICES, P.O. BOX 025504, MIAMI, FLORIDA 33102-5504.

3.32 **ASPIRATIONAL POLICY REGARDING DIVERSITY:** Pursuant to Resolution No. R-1106-15 Miami-Dade County vendors are encouraged to utilize a diverse workforce that is reflective of the racial, gender and ethnic diversity of Miami-Dade County and employ locally-based small firms and employees from the communities where work is being performed in their performance of work for the County. This policy shall not be a condition of contracting with the County, nor will it be a factor in the evaluation of solicitations unless permitted by law.

3.33 **FORCE MAJEURE**: Any delays in or failure of performance by CONSULTANT or OWNER, other than the payment of money, shall not constitute default hereunder if and to the extent such delays or failures of performance are caused by occurrences beyond the reasonable control of OWNER or CONSULTANT, as the case may be, including but not limited to, acts of God or the public enemy; compliance with any order or request of any governmental authority; fires, floods, explosion, accidents; riots, strikes, pandemics or other concerted acts of workmen, whether direct or indirect; or any causes, whether or not of the same class or kind as those specifically named above, which are not within the reasonable control of OWNER or CONSULTANT respectively. In the event that any event of force majeure as herein defined occurs, CONSULTANT shall be entitled to a reasonable extension of time for performance of its Services under this Agreement.

ARTICLE 4

PROFESSIONAL SERVICES TO BE PERFORMED

4.1 **START OF WORK:** No Services under this Agreement shall be performed by the CONSULTANT prior to the receipt of an appropriate Service Order or as indicated herein. Each Service Order shall specify

- the scope of work, time of completion, deliverables, method of payment, and total compensation for the services authorized;
- the consequences for failure of the CONSULTANT to meet the DSCMP; and
- whether the Services are Additional Services, Work Site Services, or Dedicated Services.

A Service Order may be cancelled by written notice by the Owner to Consultant.

In the event the Director or his designee determines that it is necessary for the CONSULTANT to begin work prior to the issuance of a Service Order, the Director or his designee shall send a letter to the CONSULTANT authorizing the CONSULTANT to promptly begin work while the Service order is being finalized.

MDAD does not guarantee that a specific number of Services Orders will be issued or that any Service Orders will be issued to the CONSULTANT under this agreement at all. MDAD further does not guarantee that a certain amount of work or fees will be paid to the CONSULTANT under this agreement. MDAD specifically reserves the absolute right to determine which CONSULTANT in the pool will be issued a Service Order.

MDAD is involved in a significant Capital Improvement Program. This Program includes work by multiple Contractors in multiple locations. The scope of this Program covers the full range of capital construction from terminals, buildings, utilities, civil works, remodeling and refurbishments and infrastructure. It is the intent, but not the obligation, for MDAD to issue Service Orders to the selected CONSULTANT(S) in the pool on an as-needed, non-exclusive basis to assist MDAD in Construction Engineering and Inspection Services and other related services.

The CONSULTANT will not be held responsible for the means, method, techniques, sequences or procedures used, or for safety precautions and programs, in connection with the Work performed by the Contract tor, but shall immediately report to the Owner any observations of conditions which in his judgment would endanger persons or property or which might result in liabilities to the Owner.

The CONSULTANT shall be qualified and prepared to provide any or all the following services as MDAD may define in a Service Order

Potential services include, but are not necessarily limited to the following that may be included in a Service Order at MDAD's Discretion:

1. Review of plans, specifications and designs prepared by others;

2. Estimating including review of Contractor initial Schedule of Values submission and assistance during change order negotiations and processing;

3. Scheduling, including reviewing Contractor baseline schedules to determine compliance with project needs, monitor job progress to determine if the work is progressing in accordance with the approved schedule, keeping a record of Contractor and weather delays, reviewing Contractor delay claims;

4. Site inspections to determine whether the work of the Contractor is being performed in accordance with the plans and specifications including but not limited to the Contractor's quality control and safety plans and promptly reporting any deficiencies to MDAD. These site inspections may be periodic or full time, daily resident engineering services and may include:
    a. Providing a completely furnished field office in accordance with MDAD's requirements;
    b. Preparing complete and accurate inspector daily reports of site activities including subcontractors and equipment on the site,
    c. Conducting weekly site meetings and other meetings with the Contractor and preparing minutes of the meetings;
    d. Prepare non-conformance reports of any Contractor defective work
    e. Recording differing site conditions;
    f. Determining compliance with permits;
    g. Developing punch lists of uncompleted or defective work;

5. Inspections at fabrication and disposal sites (not on-site);

6. Document all changes issued by MDAD or the A/E of record in the work;

7. Document all instances of errors or omissions in the contract documents;

8. Review Contractor payment requisitions and make payment recommendations to MDAD;

9. Assist MDAD in Issuing certificates of Substantial and Final Completion;

10. Review close-out documents including as-built drawings for compliance with the construction contract documents;

11. Office Engineering including managing the flow of documents from the Contractor to the A/E of record, MDAD and others;

12. Prepare or review remedial designs prepared by others;

13. Review Maintenance of Traffic (MOT) plans;

14. Assist MDAD in meetings with others such as but not limited to utilities, adjacent owners, building officials and other permitting and regulatory agencies;

15. Assist MDAD in interpreting the Construction Contract Documents and assist MDAD in responding to correspondence from the Contractor;

16. Provide recommendations for changes or improvements to the contract documents for future projects;

17. Provide assistance during litigation or disputes;

18. Provide commissioning services to the extent requested by MDAD

19. Provide any other Construction Engineering Architectural or Inspection services in support of MDAD's on-going Capital Improvement Program within the general scope of this agreement that include

• Familiarization with the Contract Documents and the scope of work, the construction schedule, and the sequencing requirements with specific reference to their practicality and completeness.

• Review of maintenance of traffic, protection of the flying public and coordination with adjacent projects and identifying potential problems that may occur throughout the life of the project.

• Attendance at all appropriate meetings and assist the Project Manager as necessary to assemble and disseminate information, forms, reports and related documents and materials.

• Developing and implementing a quality assurance program, including appropriate inspections, to assure conformance between the Contractor's work and the provisions of the Contract Documents.

• Review of Contractor's schedule and equipment/materials submittals and

delivery schedules for compliance with the Contract Documents and recommend the acceptance or rejection of the construction progress schedules to the Architect/Engineer and Project Manager.

• Evaluation of disputes, delays and problems, recommend solutions, and determine their potential for claims, taking appropriate action to eliminate or mitigate the Owner's exposure.

• Assisting in claims negotiations, reviewing and evaluating the effects of claims, delays, constraints and changed work on any facet of the work with respect to the schedule and budget.

• Accumulating, updating and maintaining records and documentation and preparation and submittal of reports and records including progress reports, explanations of quantity variations.

• Monitoring timely update of Contract Document As-Builts.

• Coordinating independent engineering firms for timely submittal of test report records, pile driving data, final certification of materials, surveys, and other records and reports, and review all submittals and recommend changes when necessary.

• Reviewing Requests for Information (RFI's) for validity and reasonableness prior to review by the A/E of record.

• Tracking work done under a force account (Time & Material) including the initiation of work orders of the completion of such work and the verification, review and approval of invoices.

• Reviewing Contractor's application for construction progress payments and making recommendations to the Architect/Engineer and Project Manager.

• Participating in the review of requests for change.

• Inspecting the work with the Architect/Engineer prior to substantial completion for defects and discrepancies.

• Ensuring that appropriate agencies are present at equipment/systems demonstrations, commissioning tests, acceptance and turnover.
• Re-inspecting the work with the Architect/Engineer to ascertain satisfactory resolution defects and discrepancies.

• Participating in final inspections to assure that all work is completed in accordance with the Contract Documents and the Florida Building Code.

- Reviewing final As Built drawings.

- Monitoring training of personnel and receipt of guarantees and warranties.

- Reviewing final Applications for Payment by the Contractor and verifying that all affidavits and releases of claims required by the Contractor and subcontractors are complete and accurate.

- Perform other duties as may be requested by the Project Manager.

4.2 BIDDING AND AWARD OF CONTRACT

The CONSULTANT shall assist the Owner in obtaining bids, responding in writing to Bidders' inquiries, preparation and issuance of addenda, evaluation of the bids and bidders, and the awarding of a Contract(s) for all or a portion of the Work that was bid pursuant to the Contract Documents. The CONSULTANT shall also participate in pre-bid conference(s), site-visit(s), walk-through(s), and attend the Bid opening.

4.9. MEETINGS AND REPORTS

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

4.9.2. Reports: In addition to any specific reports called for elsewhere in this Agreement, the CONSULTANT shall submit to the Owner a monthly progress report of the status and/or results of all Services required to be performed under this Agreement. This Report shall be submitted with the invoice for Services performed during the corresponding period. Each report shall include but not be limited to: a brief narrative the progress made during the previous month any problem(s) encountered during the month and any actions taken to solve or alleviate the problem(s); any changes which may have occurred in the projected dates of the events;. The CONSULTANT shall explicitly state recommendations for alleviating the delay

and in subsequent monthly progress reports state whether or not the delay has been alleviated. Such report shall also relate the aggregate services performed to the total compensation paid and payable to the CONSULTANT hereunder for each Service as set forth in the corresponding invoice for payment.

ARTICLE 5

COMPENSATION FOR SERVICES

Owner agrees to pay to the CONSULTANT and the CONSULTANT agrees to accept for all Services rendered pursuant to this Agreement, the amounts determined in accordance with this article. All allocations of money are for budgetary purposes only. The County, in issuing service orders, may transfer monies between such service categories without restraint, subject to the overall contract allocation for this Agreement. No payment will be made to the CONSULTANT for work performed without a Service Order. The CONSULTANT agrees that all such Services can be provided within the awarded amount of this Agreement.

5.1 COMPENSATION FOR SERVICES:

Unless otherwise authorized by Amendment to this Agreement, aggregate payments to the CONSULTANT for Services under Article 4, Additional Services and Reimbursable Expenses performed shall not exceed **Twenty-Five Million Dollars ($25,000,000.00) for five (5) PSA's** and shall be disbursed as reflected herein, unless additional payments up to the limits of the Allowance Account have been authorized.

The County shall assign work on a rotational basis, with new work being assigned the next firm in the rotation (for example, if Firm A is assigned the first work, Firm B will be assigned the second work assignment, Firm C will be assigned the third work assignment, and this process shall continue until such time as all firms in the pool have been assigned work, at which point Firm A will return to the head of the rotation for assignment).

Notwithstanding, the County reserves the right to deviate from the rotation method where rotation will impact airport operations, create a risk to human health or property, or where conflicts of interest exist which cannot be mitigated; without limiting the preceding, factors that will be evaluated by the staff and presented to the Director or Director's designee for their approval in determining whether a deviation from the rotation method will be approved may include:

- Workload
- Capabilities of the team
- Schedule
- Familiarity with the location and infrastructure
- Conflict of Interest mitigation

No minimum amount of work or compensation will be assured to the retained consultants. In the event that the County assigns work outside the rotation, the rotation sequence will not alter or change once rotation is resumed. A firm that rejects work assigned to it pursuant to the rotation shall not be entitled to any additional work assignments until such time as the rotation resets and all other firms have been assigned work.

The County reserves the right to re-use the work products of the retained consultant and to

retain other consultants outside of this pool to provide the same or similar services at its sole discretion. The Consultant is not entitled to any minimum amount of work, or any minimum amount of compensation.

The Miami-Dade Aviation Department shall determine the volume of work and monetary value amount awarded to each Firm/Consultant on an as needed basis.

5.1.1 Compensation to the CONSULTANT for Services shall be based as follows:

5.1.1.1 Flat Rate: When approved based on resume qualifications and experience, compensation to the CONSULTANT for Services shall be on the basis of flat rates in accordance with the approved fee schedule included in 5.1.2.2 to this Agreement. Any other classifications that may be used during the course of performing the Services and the hourly rate for such classifications shall only be authorized by Service Order.

5.1.1.2 Multiple of Direct Salaries: Under this compensation basis, the CONSULTANT is compensated for the time of personnel engaged directly in performing Services under this Agreement. The compensation to be paid shall consist of the Direct Salaries of such personnel, as reported to the Director of the United States Internal Revenue Services, times a multiple of such Direct Salaries. A not-to-exceed cap for the total fee for assignments given under this compensation basis shall be established prior to the issuance of the initial Services Order.

5.1.1.3 Lump Sum Fee: The fee for any requested portion of Work may be at the option of Miami Dade Aviation Department, a lump sum amount mutually agreed upon by the Director and the Consultant. The lump sum fee will be estimated based on the direct salaries times the negotiated multiplier times the hours per employee. Designated lump sum fee shall be stated in the written task authorization. Lump sum fees shall NOT include any reimbursable expenses, which must be separately accounted for and paid based on original receipts and actual costs. **Additionally, the CONSULTANT and its Sub-Consultants are required to maintain project records that identify the employees that performed the work and the hours worked, in the event of an audit.**

5.1.1.4 Not to Exceed: Under this compensation basis, the CONSULTANT is compensated for the actual time of personnel engaged directly in performing Services under this Agreement. In addition, the CONSULTANT is compensated for other related services necessary to complete the required Services. A not to exceed cap for the total fee for each assignment given under this compensation basis shall be established prior to the issuance of the Service Order. The

compensation method shall be in accordance with the compensation schedule as shown in 5.1.2.2 of this Agreement.

5.1.2 The Fee to the CONSULTANT based on a Multiple of Direct Salaries shall be determined as follows:

5.1.2.1 Compensation for the Principal shall be at the FLAT (application of any multiplier will not apply) rate of **($250.00)** per hour.

Principal(s) to be paid this rate is/are those listed by name in **Exhibit 2 - "Principals of the CONSULTANT"**, attached to this Agreement.

Upon mutual agreement between the Owner and the CONSULTANT, the Principals identified in **Exhibit 2 - "Principals of the CONSULTANT"**, may be substituted, provided the total number of Principals does not exceed the number of Principals originally listed.

5.1.2.2. Compensation for all personnel shall either be a direct labor multiplier of **2.85** times the direct salaries for all home office support personnel or a direct labor multiplier of **2.35** times the direct salaries for field office personnel unless otherwise changed as provided for hereinafter, the maximum rate of compensation for personnel (excluding the multiple of direct salary) shall be in accordance with the table below, Job Classifications and Maximum Raw Rates. If the Consultant elects to pay more than the rates listed below, the County is only liable to pay the rates below.

JOB CLASSIFICATION *	MAXIMUM FLAT RATES
Principal	$250.00
	MAXIMUM RAW RATES
Deputy Principal in Charge	$85.00
Sr. Project Manager/Technical Expert	$90.00
Project Manager	$85.00
Assistant Project Manager	$70.00
Project Architect (Registered)	$80.00
Project Engineer (Registered)	$80.00
Senior Engineer	$80.00
Design/Engineer Technician	$65.00
Interior Designer (Registered)	$60.00
Interior Designer (Non-Registered)	$50.00

Senior Construction Manager	$90.00
Construction Manager	$85.00
Senior Field Representative	$80.00
Assistant Field Representative	$70.00
Inspector	$70.00
Special / Threshold Inspector	$80.00
Estimator	$70.00
Scheduler	$70.00
Technical Specialist	$65.00
CADD Operator	$45.00
Building Information Modeling (BIM) Manager	$55.00
BIM Coordinator	$53.00
BIM Technician	$40.00
Clerical/Administrative Support	$35.00
Clerical/Administrative Support Work-site	$35.00
Envision Sustainability Professional (ENV SP)	$75.00
Leadership in Energy and Environmental Design Accredited Professional (LEED AP)	$75.00
Commissioning Agent/Professional	$75.00

***Hourly Flat Rate**

The maximum FLAT (application of any multiplier will not apply) rate of compensation for all other office personnel, not listed above, including the multiple of Direct Salaries shall not exceed **($250.00)** per hour. The Owner reserves the right to adjust the maximum rate.

JOB CLASSIFICATION	MAXIMUM RAW RATES
Senior Field Representative	$80.00
Assistant Field Representative	$70.00
Inspectors	$70.00
Clerical /Administrative	$35.00

The maximum rate of compensation for all field personnel, not listed above, including

the multiple of Direct Salaries shall not exceed **$250.00** per hour. The Owner reserves the right to adjust the maximum rate.

5.1.2.3. The rates specified in the table above may be subject to a one-time adjustment during the contract renewal, by the lower of either the percentage increase in the Consumer Price Index (CPI) or the cost-of-living adjustment for the County non-union bargaining unit, should the Owner exercise the renewal option. The CPI adjustment is based on the percentage change of the CPI for the most recent month to CPI of the 12 previous months but cannot exceed 5% for each rate.

5.1.3 Compensation for authorized overtime services must be approved in writing by Owner prior to incurring overtime charges. For Employees that are salaried and are not required to be paid time and one-half for work over forty (40) hours in one week:

Forty (40) hours multiplied by the base pay rate ($) multiplied by the appropriate multiple (M) based on whether the Services are Additional or Work Site; plus Hours Worked Beyond Forty (40) Hours During Week (Hrs.) multiplied by the pay rate ($) multiplied by 1.1. Using conventions contained in Microsoft Excel, the equation for this would be:

(40*$*M) + (Hrs*$*1.1)

EXAMPLE
Hours worked during week = 50
Pay rate = $30/hr.
Multiplier = 2.65
*(40*30*2.65) + (10*30*1.1) = 3180+330 = $3510 or*

For Employees that are on an hourly basis and are required to be paid at a time and one-half overtime rate for work over 40 hours in one week:

Hours Worked Beyond Forty (40) Hours During Week (Hrs.) multiplied by the premium pay rate ($*1.5) and then multiplied by 1.1. Using conventions contained in Microsoft Excel, the equation for this would be:

(40*$*M) + (Hrs*$*1.5*1.1)

EXAMPLE
Hours worked during week = 50
Pay rate = $30/hr.
Multiplier = 2.65
*(40*30*2.65) + (10*30*1.5*1.1) = 3180+495 = $3675*

5.1.4 **NON-COMPENSABLE CHARGES:** CONSULTANT shall not invoice Owner for charges for office, rent or overhead expenses of any kind, including but not

limited to, insurance, local telephone, and utility charges, office/drafting supplies, depreciation of equipment, professional dues, subscriptions, reproduction of drawings and/or specifications, mailing, stenographic, nor shall it invoice for other employee time or travel and substance not directly related to the Project. The above Compensation shall cover all such costs pertinent to the project.

5.1.4.1 When Services are authorized as a Multiple of Direct Salaries, the CONSULTANT shall submit the names, classification, salary rate per hour, applicable multiple, hours worked, and total charge for all personnel directly engaged on the Project.

5.1 **INVOICES AND METHODS OF PAYMENT:** The CONSULTANT shall submit monthly invoices to the Project Manager, two (2) copies of a duly certified invoice for payments stating that the Services have been performed per this Agreement. A copy of the applicable Service Order shall accompany the original copy of the invoice. Invoices shall include the names, classification, salary rate per hour, hours worked, and total charge for all personnel directly engaged on the project. Additional format requirements, content and submittal date of the invoice shall be as specified by the Project Manager. The Owner shall make payment in accordance with the provisions of Chapter 218 of the Florida Statutes. However, the Owner may reject the invoice in whole or in part. If rejected, the Owner shall notify the CONSULTANT in writing specifying the deficiencies and corrective action required. If the Owner rejects only a part of the invoice, the Owner shall pay the undisputed portion of the invoice on a timely basis. Rejected or partially rejected invoices shall be corrected by the CONSULTANT and resubmitted to the Project Manager for payment. Resubmitted partially rejected invoices shall separately indicate the previously undisputed amount of the invoice.

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

5.3 **SUBCONTRACTOR/SUBCONSULTANT REPORTING:** Pursuant to Sections 2-8.1 and 10.34 of the Code of Miami-Dade County, the CONSULTANT must report to the County the race, gender, and ethnic origin of the owners and employees of its first tier SUBCONTRACTORS/SUBCONSULTANTS via the Business Management Workforce System (BMWS) at http://mdcsbd.gob2g.com. The race, gender, and ethnic information must be submitted via BMWS as soon as reasonably available and, in any event, prior to final payment under the contract. The CONSULTANT shall not change or substitute first

tier SUBCONTRACTORS/SUBCONSULTANTS or direct suppliers or the portions of the contract work to be performed or materials to be supplied from those identified except upon written approval of the County. Additionally, in accordance with Section 2-8.8 of the Code, as a condition of final payment under a contract, the CONSULTANT shall identify SUBCONTRACTORS/SUBCONSULTANTS used in the Work, the amount of each sub-contract, and the amount paid and to be paid to each SUBCONTRACTORS/SUBCONSULTANTS via BMWS. The CONSULTANT shall be responsible for reporting all payments to SUBCONTRACTORS and SUBCONSULTANTS must confirm the reported payments, via BMWS, within the specified time frame. In the event that the CONSULTANT intends to pay less than the subcontract amount, the CONSULTANT shall deliver to the County a statement explaining the discrepancy or any disputed amount.

5.4 **CONSEQUENCE FOR NON-PERFORMANCE:** The cost of any damages incurred by the Owner as a result of errors or omissions in the CONSULTANT's services and/or of the CONSULTANT's failure to complete its services in the time specified in a Service Order shall be deducted by the Owner from each invoice until such time as the cost of those damages have been fully recovered by the Owner.

5.5 **PAYMENT FOR TERMINATED, SUSPENDED, OR ABANDONED SERVICES:** In the event of termination or suspension of the Services or abandonment of the Agreement, the CONSULTANT shall be compensated as provided for below.

5.6.1 Payment for Services completed and approved prior to receipt by the CONSULTANT of notice of termination, abandonment, or suspension for which payment has not yet been made to the CONSULTANT by the Owner, shall be made in the same manner as would have been required had such action not occurred.

5.6.2 For Services partially completed and satisfactorily performed prior to receipt by the CONSULTANT of notice of termination, abandonment, or suspension, the CONSULTANT shall be compensated on the basis of payment in the same manner as would have been required had such action not occurred, adjusted to the level of the completed portion of the Service. A claim by the CONSULTANT for compensation shall be supported by such data as the Owner may reasonably require. In no case shall fees for partially completed Services exceed the fees that would have been paid for such Services had they not been terminated, abandoned, or suspended.

5.6.3 Upon payment to the CONSULTANT for Service associated with abandoned, terminated or suspended Services in accordance with this article, the CONSULTANT shall have no further claim for Services related to the abandoned, terminated or suspended Services.

5.6.4 No payment shall be made by the Owner to the CONSULTANT for loss of anticipated profit(s) from any abandoned, terminated or suspended Services.

5.7 **PAYMENT FOR REIMBURSABLE EXPENSES:** Reimbursable Expenses as

described in Article 7 "Reimbursable Expenses" of this Agreement will be reimbursed by the Owner as verified by appropriate bills, invoices, or statements. The CONSULTANT shall not apply or add profit, overhead expenses or multipliers to reimbursable expenses.

5.8 **CONTINGENCY ALLOWANCE ACCOUNTS:** Pursuant to Section 2-8.1 of the Code, an Allowance of ten percent (10%) of the project base estimate, not exceeding **TWO MILLION FIVE HUNDRED THOUSAND DOLLARS ($2,500,000) for work to be assigned amongst five (5) PSAs,** may be used by the Owner for unforeseen conditions. Any Allowance Account expenses shall be approved by the Owner in advance and authorized by a Service Order. Any portion of this sum for which payment is not authorized in writing by the Project Manager shall remain the property of Owner.

5.9 **INSPECTOR GENERAL AUDIT ACCOUNT:** An audit account is hereby established to pay for mandatory random audits by the County's Inspector General pursuant to County Code Section 2-1076. The amount for the Inspector General Audit Account is hereby set at **SIXTY-EIGHT THOUSAND SEVEN HUNDRED FIFTY DOLLARS ($68,750.00) for work to be assigned amongst five (5) PSAs** The CONSULTANT shall have no entitlement to any of these funds. The Owner retains all rights to these funds, may expend these funds at its sole discretion, and any funds not expended from these audit accounts remain the property of the County.

5.10 **ART IN PUBLIC PLACES (APP) ACCOUNT:** Not Applicable

5.11 COMPENSATION FOR RENEWAL OPTIONS: The Owner, as its sole discretion, may exercise the renewal options of this Agreement beyond the initial Term, as provided herein. If, at its sole option, the Owner extends the Agreement beyond the initial Term, as provided herein, the compensation for any single renewal option shall be a not to exceed amount of **THIRTEEN MILLION SEVEN HUNDRED EIGHTY-FOUR THOUSAND THREE HUNDRED SEVENTY-FIVE DOLLARS <u>($13,784,375.00), including 10% Contingency Allowance and .0025 Inspector General Fee,</u>** and shall be inclusive in the total amount reflected in Sub-article 5.12 "Total Authorized Amount for This Agreement". Any portion of this sum for which payment is not authorized in writing by the Project Manager shall remain the property of the Owner.

5.12 TOTAL AUTHORIZED AMOUNT FOR THIS AGREEMENT: The Total Authorized Amount for this Agreement is **FORTY-ONE MILLION, THREE HUNDRED FIFTY-THREE THOUSAND, ONE HUNDRED TWENTY-FIVE DOLLARS ($41,353,125.00) for work to be assigned amongst five (5) PSAs.** The Owner retains all rights to these funds, may expend these funds at its sole discretion, and any funds not expended from this authorized agreement amount remain the property of the Owner.

ARTICLE 6

EQUAL EMPLOYMENT OPPORTUNITY CLAUSE: During the performance of this Contract, the CONSULTANT agrees as follows:

(1) The CONSULTANT will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The CONSULTANT will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identify or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONSULTANT agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The CONSULTANT will, in all solicitations or advertisements for employees placed by or on behalf of the CONSULTANT, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The CONSULTANT will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the CONSULTANT's legal duty to furnish information.

(4) The CONSULTANT will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the CONSULTANT's commitments under this section 202 of Executive Order 11246 and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The CONSULTANT will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The CONSULTANT will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the

Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the CONSULTANT's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the CONSULTANT may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The CONSULTANT will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each SUBCONSULTANT or vendor. The CONSULTANT will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions for noncompliance: *Provided,* however, that in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a SUBCONSULTANT or vendor as a result of such direction, the CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.

STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS

1. As used in these specifications:

   a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;

   b. "Director" means Director, Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, or any person to whom the Director delegates authority;

   c. "Employer identification number" means the Federal social security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941;

   d. "Minority" includes:

      (1) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);

      (2) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race);

      (3) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and

(4) American Indian or Alaskan native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

2. Whenever the Contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of $10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

3. If the Contractor is participating (pursuant to 41 CFR part 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each contractor or subcontractor participating in an approved plan is individually required to comply with its obligations under the EEO clause and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved Plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through 7p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in a geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities.

Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other onsite supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

c. Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.

d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.

f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the

policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions including specific review of these items with onsite supervisory personnel such superintendents, general foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other contractors and subcontractors with whom the Contractor does or anticipates doing business.

i. Direct its recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer, and vacation employment to minority and female youth both on the site and in other areas of a contractor's work force.

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR part 60-3.

l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel, for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

n. Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

p. Conduct a review, at least annually, of all supervisor's adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations, which assist in fulfilling one or more of their affirmative action obligations (7a through 7p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the Contractor is a member and participant may be asserted as fulfilling any one or more of its obligations under 7a through 7p of these specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).

10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, sexual orientation, gender identity, or national origin.

11. The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal

employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR part 60-4.8.

14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government, and to keep records. Records shall at least include for each employee, the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g. those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

ARTICLE 7

REIMBURSABLE EXPENSES

The following activities and entities may be considered as Reimbursable Expenses under this Agreement. Any Reimbursable Expenses shall be approved by the Owner in advance and authorized by a Service Order.

7.1 SUBCONSULTANTs not included as part of the original CONSULTANTs team, when recommended by the CONSULTANT, and approved by the Owner in writing, and when in the opinion of the CONSULTANT, said SUBCONSULTANT services are necessary of the accomplishment of the Services.

7.2 In the event the CONSULTANT is assigned a project within the Customs area and the CONSULTANT is required to obtain an Airport Customs Security Bond, the Department shall reimburse the CONSULTANT the cost of the premium for such bond, as substantiated by the invoice.

7.3 All costs for printing and reproduction, in excess of that required under Services, will be reimbursed at the same rate paid by the Owner to its vendors. Printing costs for internal coordination, reviews, and other in-house uses will not be reimbursed.

7.4 Living and traveling expenses of employees and principals, when away from Miami-Dade County on business in conjunction with authorized Additional Services, as limited by Miami-Dade County A.O. 6-1, "Travel on County Business" and County Resolution No. R-1345-03. For purpose of this Agreement, all personnel are assumed to be residents of Miami-Dade County and all travel would originate in Miami-Dade County. Records must include employee name, dates, points of travel, mileage rate, lodging, and meals.

7.5 Building Information Modeling (BIM) software license fees (if applicable) for license obtained under the Owner's name will be reimbursed.

7.6 Stormwater, engineering and Building Information Modeling (BIM) software license fees for license obtained under the Owner's name will be reimbursed.

7.7 Fees paid to the certifying body for LEED project registration and certification will be reimbursed at the Green Building Certification Institute (GBCI) member rates. All LEED expedited project reviews will be approved in advance by the Owner.

ARTICLE 8

SPECIAL PROVISIONS

8.1 The scope of this Project shall include, but not limited to:

Threshold and construction inspection services and commissioning services for various projects within MDAD's capital improvement program (CIP) under the supervision of MDAD's authorized representative. Experienced architects and engineers are required to conduct threshold inspections, administer, monitor and inspect construction sites such that the project is constructed in conformance with the plans, specifications, and special provisions for the Construction Contract. This includes site observations and the submission of field reports to accurately document the progress of construction and quality of the work. Additionally, commissioning services will be needed to document the outcomes set forth by the design professionals for internal tracking/coordination purposes and/or energy audits. Project types will include new buildings and renovations, civil projects ranging from roadways to airfield aprons and mechanical/electrical equipment installations and upgrades.

8.2 At the request of the Department, at any given time, the CONSULTANT may be required to provide services for more than one (1) project, and/or for more than one (1) Airport.

8.3 The deduction of one quarter (1/4) of one (1) percent from each progress payment to pay for the functions of the Office of Inspector General is inapplicable because this Contract is either financed by aviation revenue bonds or funded by aviation revenue, which are subject to federal regulations.

8.4 Pursuant to Article 2.1, the CONSULTANT shall be furnished with the following documents, or access thereto, as referenced in Services as necessary to provide the services identified in the Service Orders: Design Guidelines Manual, Design Deliverables Requirements Manual, Construction Inspection Manual and BIM Manual, copies of the construction contracts assigned to the CONSULTANT to provide services under this agreement..

8.5 The CONSULTANT shall be responsible for all transportation to, from and within the project site for all services at no additional cost to the owner.

8.6 **ORGANIZATIONAL CONFLICT OF INTEREST:**

1. Policy

It is the policy of the County, implemented through this section, to identify, analyze and address organizational conflicts of interest that might otherwise exist in order to maintain the public's trust in the integrity and fairness of the County's contracting for the Capital Improvement Program CIP ("the Program") and to protect the business interests of the County, thereby safeguarding public dollars. This policy shall be supplemental to and not in derogation of any other requirements of law relating to conflicts of interest including, but not limited to, the County's Code of Ethics.

2. Definitions

Organizational conflict of interest situation in which the CONSULTANT : (a) under this Agreement, or any part thereof, including a particular work order or defined task, is required to exercise judgment to assist the County in a matter such as in drafting specifications or assessing another CONSULTANT's or CONSULTANT's proposal or performance and the CONSULTANT has a direct or indirect financial or other interest at stake in the matter, so that a reasonable person might have concern that when performing work under the contract, the CONSULTANT may be improperly influenced by its own interests rather than the best interest of the County, or (b) would have an unfair competitive advantage in a County competitive solicitation as a result of having performed work on this Agreement that puts the CONSULTANT in a position to influence the result of the solicitation.

Affiliates: business concerns are affiliates of each other when either directly or indirectly one concern or individual controls or has the power to control another, or when a third-party controls or has the power to control both.

Sub-CONSULTANTs: firms under contract with the CONSULTANT under this Agreement.

3. Certification of no organizational conflict of interest

The CONSULTANT: (a) execution of this Agreement or any work order and/or (b) making a claim for payment under this Agreement, constitutes the CONSULTANT's certification to the County that the CONSULTANT or its SUBCONSULTANTs do not have knowledge of any organizational conflicts of interest that exists in performing the work under this Agreement. False certifications may be considered a material breach of the Agreement, and the CONSULTANT may be liable to the County for a false claim under the County's false claim ordinance. At any time during the performance of the Agreement, the County may require the CONSULTANT to execute an express written certification that after diligent inquiry the CONSULTANT does not have knowledge of any organizational conflict of interest. The County may also require the CONSULTANT to set forth in writing the scope of the inquiry conducted to make the express certification. Failure to make diligent inquiry, to disclose a known conflict or potential conflict, or to execute the documents required to be produced may be considered a material breach of the contract and may disqualify the CONSULTANT or its SUBCONSULTANTs from award of other County professional service agreements.

4. Identification of organizational conflict of interest

The CONSULTANT and its SUBCONSULTANTs shall be obligated to disclose to the County any organizational conflict of interest which may exist or arise during the performance of this Agreement, or the potential for such conflicts to occur, immediately upon the discovery of such actual or potential conflict. The disclosure shall be in writing, addressed to the Director or their designee. The disclosure shall identify the organizational conflict of interest with sufficient detail for the County's analysis and shall propose a method to address the same. Such disclosure shall be simultaneously reported to the Office of the Inspector General (OIG) and the

Commission on Ethics and Public Trust (COE). The CONSULTANT /SUBCONSULTANT's failure to identify an organizational conflict of interest, or to disclose the same to the County in the manner set forth in this Section, may be considered a material breach of the Agreement. In addition, in any subsequent solicitation for professional services for which the CONSULTANT or its SUBCONSULTANTs compete for award, the CONSULTANT and/or its SUBCONSULTANTs shall identify and address any potential organizational conflict of interest as between that solicitation and this Agreement or the work hereunder, particularly in those instances where the CONSULTANT offers to use the same SUBCONSULTANTs which may be primes or SUBCONSULTANTs in other Program contracts where such use is not specifically prohibited by the advance restrictions set forth in this policy. The potential for organizational conflicts of interest, and the methodology offered to prevent organizational conflicts of interest, may be evaluated by the County as a criterion for selection as set forth in the applicable competitive solicitation documents.

5. Addressing organizational conflicts of interest

The County will analyze and address organizational conflicts of interest on a case-by-case basis, because such conflicts arise in various, and often unique, factual settings. The Director of MDAD, subject to the approval of the Executive Director of the Commission on Ethics or their designee, shall make the decision of how to address an organizational conflict of interest. The Executive Director of the Commission on Ethics or their designee shall render its determination promptly to avoid impacting the Program. The County shall consider the specific facts and circumstances of the situation and the nature and potential extent of the risks associated with an organizational conflict of interest when determining what method or methods of addressing the conflict will be appropriate. When an organizational conflict of interest is such that it risks impairing the integrity of the Program, then the County must take action to substantially reduce or eliminate those risks. If the only risk created by an organizational conflict of interest is a performance risk relating to the County's business interests, then the County shall have broader discretion in accepting some or all of the performance risk, but only when the potential harm to the County's interest is outweighed by the expected benefit from having the conflicted CONSULTANT perform the Agreement. The County shall balance risks created by any organization conflict of interest against potential impacts to the Community Business Enterprise community in analyzing the appropriate method of addressing any organizational conflict of interest. Notwithstanding the preceding, the County's decision as to the existence of, and/or remedy for, any organizational conflict of interest shall be wholly binding on the CONSULTANT and shall be made in the County's sole and complete discretion.

6. Measures to address organizational conflicts of interest

The measure, or combination of measures, which may be appropriate to address an organizational conflict of interest, if any, shall be decided by the Director of MDAD and include, but are not limited to: (a) avoidance of risk through reduction of subjectivity in the analysis or by defining work tasks and deliverables with specificity, (b) requiring the CONSULTANT and/or its SUBCONSULTANTs to implement

structural barriers (firewalls) and internal corporate controls, (c) limiting the CONSULTANTs or SUBCONSULTANT or the specific personnel to be involved in a work assignment, (d) employing specific hourly limits on defined tasks, I limiting or prohibiting certain pass through fees and markups, (f) executing a mitigation plan which will define specific CONSULTANT and SUBCONSULTANT duties to mitigate organizational conflicts of interest, (g) requiring SUBCONSULTANTs who are conflict free to perform identified areas of work, (h) requiring the CONSULTANT or its SUBCONSULTANTs to adopt, disseminate and instruct staff on conflict of interest identification and remediation procedures and (i) relying on more than one source or on objective or verifiable data or information.

7. Documentation and evaluation

The Director of MDAD will set forth in the Agreement file a written explanation of the methodology used to address an identified organizational conflict of interest. The County shall periodically evaluate the effectiveness of the methodology in the protection of the Program. Upon the rendering of a decision regarding the resolution of a reported conflict of interest, a copy of such finding shall be forwarded to the OIG and the COE.

8. Organizational conflicts of interest which are not remedied

If in the sole discretion of the County there is no measure or combination of measures which protect the County against the organizational conflict of interest, the County may require that the CONSULTANT cease the activity which creates a conflict with this Agreement. Failure to abide by this requirement shall result in the CONSULTANT being in breach of this Agreement. In addition, the County may without penalty decline to award future professional service agreements or other contracts to the CONSULTANT or its SUBCONSULTANTs if the award of such agreement or conflict with result in a conflict which cannot be remedied.

9. Conflicts Which Cannot Be Mitigated

For work funded in whole or part by the Federal government, a consultant that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals must be excluded from competing for such procurements as either the Architect/Engineer, the CONSULTANT, or member of a Design-Build Team or entity, as applicable.

8.7 **CONTRACT MEASURES:** The CONSULTANT is required under this Agreement to achieve a Small Business Enterprise (SBE) Goal in accordance with the Contract Measures applied to this Project as shown below and the attached Certification of Assurance (Exhibit 4) as presented in the Consultant's Proposal for the Project.

The Director may declare the Consultant in default of this agreement for the failure of the Consultant to comply with the requirements of this paragraph.

The contract measures for this Agreement is:

8.8 **VETERAN'S PREFERENCE:** In the employment of labor (excluding executive, administrative, and supervisory positions), the CONSULTANT and all SUB-CONSULTANTS must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 U.S.C. 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the Work to which the employment relates.

8.9 **BREACH OF CONTRACT TERMS:** Any violation or breach of terms of this contract on the part of the CONSULTANT or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.
Owner will provide CONSULTANT written notice that describes the nature of the breach and corrective actions the CONSULTANT must undertake in order to avoid termination of the contract. Owner reserves the right to withhold payments to Contractor until such time the Contractor corrects the breach or the Owner elects to terminate the contract. The Owner's notice will identify a specific date by which the CONSULTANT must correct the breach. Owner may proceed with termination of the contract if the CONSULTANT fails to correct the breach by the deadline indicated in the Owner's notice.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

8.10 **U.S. SOCCER FEDERATION 2026 WORLD CUP**: The terms of this Agreement are subordinate to the terms of the Airport Agreement submitted by Miami-Dade County to the United States Soccer Federation on February 21, 2018, pursuant to Board of County Commissioners' Resolution No. R-187-18. In carrying out its obligations under this Agreement, CONSULTANT shall not take or omit any action which is inconsistent with, or in derogation of, the County's obligations under the Airport Agreement. Where the CONSULTANT's rights or obligations under this Agreement are in conflict with the County's obligations under the Airport Agreement, and upon notice by the County to CONSULTANT, the terms of this Agreement shall be deemed conformed to the County's obligations under the Airport Agreement. Where such conformance would cause a material change in this Agreement, CONSULTANT shall have the right, upon written notice to the County within five (5) days of receipt of notice of such a conflict, to terminate this Agreement for convenience; in such termination, the CONSULTANT shall have no cause of action for money damages of any kind, including but not limited to direct damages, unamortized costs or debt, stored or ordered materials, indirect damages, lost profits, loss of opportunity, loss of goodwill, or otherwise. In the event that the CONSULTANT does not elect to terminate this Agreement within the time specified herein, this Agreement shall be deemed to have been amended via consent of the parties to conform its terms to the requirements of the Airport Agreement, but only to the extent needed to avoid conflict with

same.

NOTE: The Agreement between Miami-Dade County and the U.S. Soccer Federation is available at:

http://www.miamidade.gov/govaction/legistarfiles/MinMatters/Y2018/180129min.pdf

8.11 **TRUST AGREEMENT:**

1. **Incorporation of Trust Agreement by Reference**: Notwithstanding any of the terms, provisions and conditions of this Agreement, it is understood and agreed by the parties hereto that, to the extent of any inconsistency with or ambiguity relating to the terms and conditions of this Agreement, and the level of rents, fees or charges required hereunder and their periodic modification or adjustment as may be required by the provisions of the Trust Agreement dated as of the 15th day of December, 2002 as by and among the County and the JP Morgan Chase Bank as Trustee and Wachovia Bank, National Association as Co-trustee ("the Trust Agreement"), shall prevail and govern at all times during the Term of this Agreement. Copies of the Trust Agreement are available for inspection in the offices of the Department during normal working hours.

2. **Adjustment of Terms and Conditions:** If, at any time during the Term of this Agreement, a Federal agency or court of competent jurisdiction shall determine that any of the terms and conditions of this Agreement, including the rentals, fees and charges required to be paid hereunder to the County by the Lessee or by other Lessees under other Agreements of the County for the lease or use of facilities used for similar purposes, are unjustly discriminatory, the County shall have the right to modify such terms and conditions and to increase or otherwise adjust the rentals, fees and charges required to be paid under this Agreement in such a manner as the County shall determine is necessary and reasonable so that the rentals, fees and charges payable by the Lessee and others shall not thereafter be unjustly discriminatory to any user of like facilities and shall not result in any violation of the Trust Agreement or in any deficiency in revenues necessary to comply with the covenants of the Trust Agreement. In the event the County has modified the terms and conditions of this Agreement, including any adjustment of the rentals, fees and charges required to be paid to the County pursuant to this provision, this Agreement shall be amended to incorporate such modification of the terms and conditions including the adjustment of rentals, fees and charges upon the issuance of written notice from the Department to the Lessee.

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

CONSULTANT (CORPORATION)

CES Consultants, Inc.
Legal Name of Corporation

ATTEST:

Secretary: Francisco J. Rebordo
Signature and Seal

By: _____
CONSULTANT - Signature

Francisco J. Rebordo
Type Name

RUBY M. ORTIZ / CEO
Type Name & Title

CONSULTANT (INDIVIDUAL, PARTNERSHIP, OR JOINT VENTURE)

_____
Legal Name

Witness: _____ By: _____
Signature

Witness: _____ By: _____
Signature

FEIN _____

MIAMI-DADE COUNTY BOARD OF COUNTY COMMISSIONERS

By: _____
Mayor

ATTEST: Juan Fernandez-Barquin,
Clerk of the Court and Comptroller

BY: _____
(Miami-Dade County Seal)

Approved for Form and Legal Sufficiency

_____
(Assistant County Attorney)

EXHIBIT 1

Job Classification Descriptions

Principal in Charge
Project Principal with corporate responsibility for program implementation. Client point of contact for all project related matters, including but not limited to staffing, contracts, changes, and other executive responsibilities.

Deputy Principal in Charge
Provide support to Project Principal with all tasks and responsibilities described above.

Sr. Project Manager/Technical Expert
Individuals with 15 to 20 years' experience in the management of large, complex, multi-package construction projects. Responsible for the overall management of assigned multiple project groups, supervision of Project Managers, coordination with other multiple project groups and coordination of the Consultants of Record and the General CONSULTANTs. Registration as Architect or Engineer is desirable, but not required.

Project Manager
Individuals with over 5 years of experience in the management of large, complex, multi-package construction projects. Responsible for the overall management of assigned project(s) and coordination of the A/E Consultants of Record and the CONSULTANT. Registration as Architect or Engineer is desirable, but not required.

Assistant Project Manager
Individuals providing support the Project Managers with similar responsibilities as described above.

Project Architect (Registered)
Provide design support to project. Registration with the Florida Board of Architect is required.

Project Engineer (Registered)
Provide engineering support project. Registration with Florida State board of Professional Engineers is required.

Senior Engineer
Individual experienced in their respective field of engineering. Experienced in the planning, design, preparation of construction documents and administration of construction contracts. Must work directly under the supervision of a Professional Engineer.

Design/Engineer Technician
Individual with a minimum of 5 years of satisfactory experience providing design/engineer

services for a particular project. This shall include extensive experience with multiple purpose facilities as well as in collaborating with the Architects, Engineers and CONSULTANTs. Registration with Florida State board of Professional Engineers is not required.

Interior Designer (registered)
Individual with a minimum of 5 years of satisfactory experience providing Interior Design work for a particular project. This shall include extensive experience with multiple purpose facilities as well as in working with the Architects, Engineers, CONSULTANTs and Furniture Vendors (Dealers or manufacturers). Registration with the Florida Board of Interior Design is required.

Interior Designer (Non-Registered)
Individual with a minimum of 2 years of satisfactory experience providing Interior Design work for a particular project. This shall include extensive experience with multiple purpose facilities as well as in working with the Architects, Engineers, CONSULTANTs and Furniture Vendors (Dealers or manufacturers). Registration with the Florida Board of Interior Design is not required.

Senior Construction Manager
Responsible for logistics to distribute contract documents and program-wide information to consultants, Program team members and CONSULTANT. Shall maintain tracking logs to ascertain that documents and information have been received on a timely basis. Monitors/reviews communications and correspondence between A/E's and CONSULTANTs for compliance with program standards. Assists in problem resolution, visits site periodically and coordinates activities with MDAD departments as may be required.

Construction Manager
Manager supporting the Senior Construction Managers with similar responsibilities as described above.

Senior Field Representative
Provide field oversight support and inspection of construction activities. Provide field documentation with observations relative to construction progress and adherence to project documents.

Assistant Field Representative
Representative supporting the Senior Field Representative with similar responsibilities as described above.

Inspector
Individuals with over 5 years of experience in evaluating plans and specifications for construction projects to ensure conformance with regulations. Conducting field inspections to inspect standards of building structures and materials to measure compliance with regulations.

Special Inspector
Individual with over 10 years of experience and a four-year college degree preferred. Certified by the County to perform Special Types of Inspections. Candidate will monitor CONSULTANT compliance with Special Inspections per County requirements. Will furnish inspection reports and

will be responsible for coordination daily inspection of construction withing a given discipline to ensure the project complies with plans and specifications, be proactive and alert to issues that may come up in the field, propose solutions and mitigate those problems.

Estimator

Prepares cost estimates using electronic quantity take off and industry recognized software and data bases. Responsible for developing and maintaining the updated Project Baseline Budget; developing and maintaining Estimates of Probable Construction Costs for Project Packages, maintaining and updating Project Construction Cost Estimate files, reviewing, and commenting on CONSULTANTs budgets and estimates and participating in the Change Management Control Committee.

Scheduler

The project scheduler is responsible for preliminary schedule development using industry standard scheduling software. Responsible for preparing and maintaining the Master Project Schedule, identifying conflicts in the Master Project Schedule, initiating Schedule Recovery Action, monitoring Project and Master Project Schedule progress to detect adverse schedule trends, comparing progress to the Baseline Master Project Schedule and current Master Project Schedule.

Technical Specialist

Responsible for interacting with MDAD Information Systems personnel and other team members in the development, management, and coordination of project computer interfaces and be point of Contact for identification and resolution of software and hardware issues. Instruct team members how to make the best use of their computers and software.

CADD Operator

Coordinate project interface requirements with special emphasis on electronic drawing file exchange. Participate in the Quality Assurance Program's Design and Technical Reviews for compliance to CAD standards. Coordination with Project Managers and A/E of each project to implement CAD standards and to evaluate CAD files at various submittal stages. Maintain and update, Phasing Plans, MOT plans and Life Safety Plans.

Building Information Modeling (BIM) Manager

Responsible for implementing all the procedures in BIM and Digital Construction during the design, construction, and handover of a project. The primary role of a BIM Manager is to manage and oversee the BIM process throughout the construction project lifecycle, collaborate with all applicable stakeholders to comply with established BIM project requirements, coordinate BIM quality control standards, conduct audits of BIM models to verify compliance, maintain documentation related to BIM standards, processes, and guidelines, and be the point of contract for all BIM related issues. Key roles and responsibilities of a BIM manager include:
Managing software licenses including overseeing the installation of new software versions,
Managing the implementation of BIM supporting software, researching new BIM related software,
Keeping the organization informed about best practices in BIM and BIM software.
help project teams to set up and maintain BIM projects, training of staff, consultants, CONSULTANTs, and other stake holders. Individual with a minimum of five (5) years of experience in BIM management in design and construction projects, knowledge of Laser Scan and

Drone technologies and must be proficient in BIM software such as Autodesk Revit, Navisworks and other relevant tools. Relevant certifications in BIM management (e.g., Autodesk Certified Professional) is desirable, but not required.

BIM Coordinator

Primary responsibility is to ensure that all members of the project team are following the BIM Execution Plan. This includes but is not limited to making sure that everyone is using the correct and latest software, exchanging data per schedule(s), and adhering to the model standards set forth in the plan. Leverage BIM effectively to reduce waste and costs on the job site by preventing design errors, omissions, or conflicts, as well as assisting in obtaining proper permits, approvals, and inspections. Assisting during the project construction with faster processes and better-quality outcomes for all involved parties. Responsible for training new team members on BIM processes and maintaining the BIM models throughout the project lifecycle. Create detection reports and assist in conflict detection resolution. Thorough understanding of the software, project goals, project scope, and familiar with industry standards like ISO 19650. At least five years of experience in BIM.

BIM Technician

Responsible for using BIM software and digital tools to create, manage, and collaborate on 3D models of built structures and environments. A BIM technician may have different duties and responsibilities depending on the project and the team, but some common tasks include: Reviewing and accepting BIM models of behalf of owner, taking information from multiple plans and incorporating them into a single computer model, laying out plans, sections and details using AutoCAD, reviewing drawings for readability, presentation and adherence to standards, assisting in the development of alternate solutions and design options, communicating and collaborating with the full multi-disciplinary BIM design team and others, performing local authority interface and administration, reviewing drawings for structure that will allow connection to cost, schedule, and digital twin, and providing detailed knowledge of BIM software applications including Revit, AutoCAD, Navis Works and other software utilized for clash detection. A BIM technician will report to the BIM managers or practice leaders or coordinators, or directly to the owner. A BIM technician needs to have a passion for BIM/CAD technologies, customer service orientation, and commitment to working within a team environment. Individual with a minimum of five (5) years of experience in BIM

Clerical/Administrative Support

Responsible for delivery and pick-up of mail and packages, as necessary. Assists administrative and document control departments as needed. Responsible for inventory, distribution, replenishment, organization, and maintenance of office supplies in storage room.

Clerical/Administrative Support Work-site

Responsible for delivery and pick-up of mail and packages, as necessary. Assists administrative and document control departments as needed. Responsible for inventory, distribution, replenishment, organization, and maintenance of office supplies in storage room.

ENVISION - Envision Sustainability Professional (ENV SP)

The participation of an experienced Envision Sustainability Professional (ENV SP) (for Infrastructure) is required to assist the County in various aspects of the ENVISION registration, application, and certification process. Their responsibilities include coordinating with all disciplines, collaborating with the project Architect (or other lead design professionals), and providing guidance to the Consultant in designing the application projects to achieve, at a minimum, third-party verified ENVISION Silver certification, per the version most recently adopted by the Institute for Sustainable Infrastructure, and the required I.O. 8-8 Prescriptive Path elements.

The ENV SP shall develop and implement an Envision Certification Plan to monitor and document progress during design and construction. Implementation shall include, but not be limited to, the following throughout all Phases: (a) coordinate and verify selected materials, actions, and systems are project-appropriate and meet Envision credit criteria; (b) collect, organize, and prepare documents required for Envision certification and performance verification; and (c) register the Project with ISI, providing follow-through in attaining the required level of Envision certification. The ENV SP shall submit the ENVISION scorecard, including the pursued credits, to the Office of Resilience Sustainability Manager before reaching 30% design completion for feedback and incorporation. The ENV SP is also responsible for coordinating with the Office of Resilience to provide the finalized ENVISION scorecard and documentation for certification.

LEED - Leadership in Energy and Environmental Design Accredited Professional (LEED AP)

The participation of an experienced Leadership in Energy and Environmental Design Accredited Professional (LEED AP) (for buildings and parking garages) is required to assist the County in various aspects of the USGBC LEED registration, application, and certification process. Their responsibilities include coordinating with all disciplines, collaborating with the project Architect (or other lead design professionals), and providing guidance to the Consultant in designing the application projects to achieve, at a minimum, third-party verified LEED Silver certification as specified for the project by the Office of Resilience, per the version most recently adopted by the U.S. Green Building Council, and the required I.O. 8-8 Prescriptive Path elements.

The LEED AP shall develop and implement an LEED Certification Plan to monitor and document progress during design and construction. Implementation shall include, but not be limited to, the following throughout all Phases: (a) coordinate and verify selected materials, actions, and systems are project-appropriate and meet the LEED credit criteria requirements; (b) collect, organize, and prepare documents required for LEED certification and performance verification; and (c) register the Project with USGBC, providing follow-through in attaining the required level of LEED certification. The LEED AP shall submit the LEED worksheet, including the pursued credits, to the Office of Resilience Sustainability Manager before reaching 30% design completion for feedback and incorporation. The LEED AP is also responsible for coordinating with the Office of Resilience to provide the finalized LEED scorecard and documentation for certification.

Commissioning Agent/Professional

Qualified individual or firm which shall provide independent, third-party commissioning services for County facilities. The Commissioning Agent shall be responsible for planning, coordinating, and verifying that all building systems and components are designed, installed, tested, and capable of being operated and maintained according to the County's operational requirements and project

objectives.
Services may include, but are not limited to:

- Development of commissioning plans and specifications
- Review of design documents for compliance with performance criteria
- Oversight of construction-phase commissioning activities
- Functional performance testing of systems (e.g., HVAC, electrical, plumbing, life safety)
- Documentation of commissioning results and preparation of final commissioning reports
- Post-occupancy evaluations and training of County personnel

The Commissioning Agent shall act independently of the design and construction teams and shall report directly to the County's Project Manager or designee.

EXHIBIT 2

PRINCIPALS OF THE CONSULTANT

NON-EXCLUSIVE PROFESSIONAL SERVICES AGREEMENT FOR GENERAL CONSTRUCTION ENGINEERING & INSPECTION SERVICES

CONTRACT NO. E25AV01E

EXHIBIT 2: PRINCIPALS OF THE CONSULTANT

*Principals designated by CES for **CONTRACT NO. E25AV01E.***

Name	Title	Project Designation
Rudy M. Ortiz, PE, CGC	Founder & CEO	Principal
Juan Alfonso, AIA, NCARB, RID, CCM	President & COO	Principal-in-Charge

Note: Juan Alfonso is listed in both Exhibit 2 and Exhibit 3 because he serves as the Principal-in-Charge for this contract.

EXHIBIT 3

CRITICAL PERSONNEL

(Refer to Sub-article 3.20)

NON-EXCLUSIVE PROFESSIONAL SERVICES AGREEMENT FOR GENERAL CONSTRUCTION ENGINEERING & INSPECTION SERVICES

CONTRACT NO. E25AV01E

EXHIBIT 3: CRITICAL PERSONNEL

Limited to personnel that is essential to contract leadership, quality control, safety, technical delivery, commissioning, and threshold inspection support.

Name	Proposed Role	Basis for Critical Designation
Juan Alfonso, AIA, NCARB, RID, CCM	Principal-in-Charge	Executive accountability, contract oversight, and commitment of firm resources.
Rafael Urdaneta	Lead CEI / Project Manager	Day-to-day management, assignment coordination, and primary interface with MDAD.
Spiros Dimitropoulos	QA/QC Manager	Oversight of inspection quality, documentation consistency, and compliance controls.
Masoud Ghasemloian, CGC	Senior MEP Inspector	Critical MEP inspection leadership for terminal systems, reroofing interfaces, lightning protection, and equipment commissioning support.
Jorge Zurita, CGC	Senior Airside / Landside Inspector	Essential airport operational inspection capability across active airside and landside environments.
Erica Taylor	Senior Building Inspector	Core building, code, and public-facing terminal inspection support for modernization work.
Oswaldo Silva, FS, CST, CSSS, SGE	Safety Manager	Safety oversight is essential for active-airport construction, phasing, and operational continuity.
Amy Pastor, PE, CxA, LEED Fellow, ENV SP	Commissioning Lead	Required for commissioning, operational readiness, and systems turnover support.
Michael Riemer, PE, SI, FRSE, LEED AP BD+C	Threshold Inspections	Provides threshold inspection expertise and specialized structural inspection support when required by assignment.

This Exhibit 3 is intentionally limited to essential personnel whose roles are central to successful execution of ***CONTRACT NO. E25AV01E****.*

EXHIBIT 4

CERTIFICATE OF ASSURANCE, PROJECT WORKSHEET, SBE UTILIZATION FORM

MIAMI-DADE COUNTY

SMALL BUSINESS DEVELOPMENT

CERTIFICATE OF ASSURANCE FORM

SMALL BUSINESS PARTICIPATION ON COUNTY PROJECTS

(All bidders proposing on a County projects with SBE measure(s) must submit this form at the time of bid submission)

Project No.: E25AV01 Project Title: GENERAL CONSTRUCTION INSPECTION SERVICES (CIS)

Bidder/Proposer: CES Consultants, Inc.

Address: 3150 SW 38th Avenue, Suite 450 City Miami State FL ZIP 33146

Contact Number: 305.827.2220

The bidder is committed to meeting the established 18 **% SBE-A/E, SBE-G and** 0 **% SBE-S, measure(s) assigned to this project.**

Juan Alfonso, AIA, NCARB, RID, CCM, President & COO — Prime Bidder's Name & Title

Prime Bidder's Signature

10/14/25 — Date

To satisfy the requirements for Step 1 - Bid Submittal and compliance with the Small Business (s) Program the following are required:

1. Acknowledgement of the SBE-A/E, and SBE-G/S goal(s) established for this project via the Certificate of Assurance Form;
2. Agree to engage in the solicitation of approved Miami-Dade County Small Business Enterprise firm(s) to achieve the established goal(s) as indicated in the Project Documents (specifications).
3. Agree to submit a list of SBEs to satisfy the measures via Miami-Dade County Contract Compliance Workforce Management System **within seventy-two (72) hours** once notified by email by Small Business Development Division.

To satisfy the requirements for Step 2 – Bid Evaluation and Recommendation for Award, note the following:

I understand that my company will be deemed non-compliant and not eligible for award if I fail to submit my company's Utilization Plan **within seventy-two (72) hours** of receiving an email notification from Small Business Development Division to list all certified Miami-Dade County Small Business Enterprise firms via Miami-Dade County's Contract Compliance Workforce Management System who will be subcontracted with to satisfy the contracts established SBE goal(s). Each SBE sub-consultant and or sub-vendor will be required to confirm the relationship for final approval.

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

BEFORE ME, an officer duly authorized to administer oaths and take acknowledgement, personally appeared Juan Alfonso, AIA, NCARB, RID, CCM, who being first sworn deposes and affirms that the provided information statements are true and correct to the best of his/her knowledge information and belief.

Signature of Owner

SWORN TO and subscribed before me this 14th day of October, 20 25

Janean Maldonado

Signature of Notary Public-State of Florida

JANEAN INES MALDONADO
Notary Public - State of Florida
Commission # HH 258219
My Comm. Expires Apr 27, 2026

My Commission Expires: April 27, 2026

Exhibit 5

FEDERAL AVIATION ADMINISTRATION (FAA) PROVISIONS

FEDERAL AVIATION ADMINISTRATION (FAA) PROVISIONS

GENERAL CIVIL RIGHTS PROVISIONS: In all its activities within the scope of its airport program, the CONSULTANT agrees to comply with pertinent statutes, Executive Orders and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin, (including limited English proficiency), creed, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

The above provision binds the Consultant and subconsultant from the bid solicitation period through the completion of the contract.

TITLE VI - LIST OF PERTINENT NONDISCRIMINATION ACTS AND AUTHORITIES: During the performance of this Contract, the CONSULTANT, for itself, its assignees, and successors in interest (hereinafter referred to as the "CONSULTANT") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);

b) 49 CFR part 21 (Non-discrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);

c) The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

d) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);

e) The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);

f) Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);

g) The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age

Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and CONSULTANTs, whether such programs or activities are Federally funded or not);

h) Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, et seq) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;

i) The Federal Aviation Administration's Non-Discrimination Statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

j) To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs [70 Fed. Reg. at 74087 (2005)]);

k) Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 1681 et seq).

NONDISCRIMINATION REQUIREMENTS/TITLE VI CLAUSES FOR COMPLIANCE: During the performance of this Contract, the CONSULTANT, for itself, its assignees, and successors in interest (hereinafter referred to as the "CONSULTANT") agrees as follows:

1. **Compliance with Regulations:** The CONSULTANT will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this Contract.

2. **Nondiscrimination:** The CONSULTANT, with regard to the work performed by it during the Contract, will not discriminate on the grounds of race, color, or national origin (including limited English proficiency), creed, sex, age, or disability in the selection and retention of SUBCONSULTANTs, including procurements of materials and leases of equipment. The CONSULTANT will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the Contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the CONSULTANT for Work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential SUBCONSULTANT or supplier will be notified by the CONSULTANT of the CONSULTANT's obligations under this Contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

4. **Information and Reports:** The CONSULTANT will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by MDAD or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refuses to furnish the information, the CONSULTANT will so certify to MDAD or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of a CONSULTANT's noncompliance with the non-discrimination provisions of this Contract, Miami-Dade County Aviation Department will impose such Contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

   a. Withholding payments to the CONSULTANT under the Contract until the CONSULTANT complies; and/or

   b. Cancelling, terminating, or suspending a Contract, in whole or in part.

6. **Incorporation of Provisions:** The CONSULTANT will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment unless, exempt by the Acts, the Regulations and directives issued pursuant thereto. The CONSULTANT will take action with respect to any subcontract or procurement as Miami-Dade County Aviation Department or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the CONSULTANT becomes involved in, or is threatened with litigation by a SUBCONSULTANT, or supplier because of such direction, the CONSULTANT may request Miami-Dade County Aviation Department to enter into any litigation to protect the interests of Miami-Dade County Aviation Department. In addition, the CONSULTANT may request the United States to enter into the litigation to protect the interests of the United States.

CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS:

1. **Overtime Requirements.**
   No CONSULTANT or SUBCONSULTANT contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which they are employed on such Work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. **Violation; Liability for Unpaid Wages; Liquidated Damages.**
   In the event of any violation of the clause set forth in paragraph (1) above, the CONSULTANT and any SUBCONSULTANT responsible therefore shall be liable for the unpaid wages. In addition, such CONSULTANT and SUBCONSULTANT shall

be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 1 above, in the sum of $29 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1 above.

3. **Withholding for Unpaid Wages and Liquidated Damages.**
The Federal Aviation Administration or Miami-Dade County Aviation Department shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any monies payable on account of Work performed by the CONSULTANT or SUBCONSULTANT under any such Contract or any other Federal contract with the same prime CONSULTANT, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime CONSULTANT, such sums as may be determined to be necessary to satisfy any liabilities of such CONSULTANT or SUBCONSULTANT for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 above.

4. **Subconsultants.**
The CONSULTANT or SUBCONSULTANT shall insert in any subcontracts the clauses set forth in paragraphs 1 through 4 and also a clause requiring the SUBCONSULTANT to include these clauses in any lower tier subcontracts. The prime CONSULTANT shall be responsible for compliance by any SUBCONSULTANT or lower tier SUBCONSULTANT with the clauses set forth in paragraphs 1 through 4 of this section.

CLEAN AIR AND WATER POLLUTION CONTROL: CONSULTANT and sub-CONSULTANT agree to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 U.S.C. § 740-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251-1387). The CONSULTANT and sub-CONSULTANT agree to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration. CONSULTANT and sub-CONSULTANT must include this requirement in all subcontracts that exceeds $150,000.

CONSULTANT and SUBCONSULTANT agree:

1. That any facility to be used in the performance of the contract or subcontract or to benefit from the contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities;

2. To comply with all the requirements of Section 114 of the Clean Air Act, as amended, 42 U.S.C. 1857 et seq. and Section 308 of the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in

Section 114 and Section 308 of the Acts, respectively, and all other regulations and guidelines issued thereunder;

3. That, as a condition for the award of this Contract, the CONSULTANT or SUBCONSULTANT will notify the awarding official of the receipt of any communication from the EPA indicating that a facility to be used for the performance of or benefit from the contract is under consideration to be listed on the EPA List of Violating Facilities;
4. To include or cause to be included in any construction contract or subcontract which exceeds $150,000 the aforementioned criteria and requirements.

OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970: All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. CONSULTANT must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The CONSULTANT retains full responsibility to monitor its compliance and their SUBCONSULTANT's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). CONSULTANT must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

PROCUREMENT OF RECOVERED MATERIALS: CONSULTANT and SUBCONSULTANT agree to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the regulatory provisions of 40 CFR Part 247. In the performance of this Contract and to the extent practicable, the CONSULTANT and SUBCONSULTANTS are to use products containing the highest percentage of recovered materials for items designated by the Environmental Protection Agency (EPA) under 40 CFR Part 247 whenever:

1) The Contract requires procurement of $10,000 or more of a designated item during the fiscal year; or

2) The Contractor has procured $10,000 or more of a designated item using Federal funding during the previous fiscal year.

The list of EPA-designated items is available at www.epa.gov/smm/comprehensive-procurement-guidelines-construction-products.

Section 6002(c) establishes exceptions to the preference for recovery of EPA-designated products if the CONSULTANT can demonstrate the item is:

a) Not reasonably available within a timeframe providing for compliance with the Contract performance schedule;
b) Fails to meet reasonable Contract performance requirements; or
c) Is only available at an unreasonable price.

ENERGY CONSERVATION REQUIREMENTS: CONSULTANT and SUBCONSULTANT agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201*et seq*).

SEISMIC SAFETY: In the performance of design services, the Consultant agrees to furnish a building design and associated construction specification that conform to a building code standard that provides a level of seismic safety substantially equivalent to standards as established by the National Earthquake Hazards Reduction Program (NEHRP). Local building codes that model their building code after the current version of the International Building Code (IBC) meet the NEHRP equivalency level for seismic safety. At the conclusion of the design services, the Consultant agrees to furnish the Owner a "certification of compliance" that attests conformance of the building design and the construction specifications with the seismic standards of NEHRP or an equivalent building code.

BREACH OF CONTRACT TERMS: Any violation or breach of terms of this contract on the part of the CONSULTANT or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.
Owner will provide CONSULTANT written notice that describes the nature of the breach and corrective actions the CONSULTANT must undertake in order to avoid termination of the contract. Owner reserves the right to withhold payments to Contractor until such time the Contractor corrects the breach or the Owner elects to terminate the contract. The Owner's notice will identify a specific date by which the CONSULTANT must correct the breach. Owner may proceed with termination of the contract if the CONSULTANT fails to correct the breach by the deadline indicated in the Owner's notice.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

AFFIDAVITS

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

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

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

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

   "1 A predecessor or successor of a person convicted of a public entity crime; or

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

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

5. The statement which is marked below is true in relation to the Entity submitting this sworn statement. **[Please indicate which statement applies.]**

PUBLIC ENTITY CRIMES
SWORN STATEMENT UNDER SECTION 287.133(3)(a),
FLORIDA STATUTES (Cont'd)

_____Neither the Entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the Entity, nor any affiliate of the Entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

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

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

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

_____The person or affiliate has been placed on the convicted vendor list. **[Please describe any action taken by or pending with the Florida Department of Management Services.]**

SUBCONTRACTING POLICIES STATEMENT PURSUANT TO SECTION 2-8.8(4) OF THE CODE

(Insert Here)

MIAMI-DADE COUNTY – STRATEGIC PROCUREMENT DEPARTMENT (SPD)
SPD FORM NO. 9 – Fair Subcontracting Policies
(Section 2-8.8 of the Miami-Dade County Code)

FAIR SUBCONTRACTING PRACTICES

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

CES Consultants, Inc. (CES) is committed to ensuring fair, transparent, and inclusive selection practices on all Miami-Dade County contracts, consistent with Section 2-8.8 of the Miami-Dade County Code. Our policies promote diversity in participation, maximize opportunities for qualified local and/or small business firms, and ensure that contract awards are made through a considerate qualifications-based process. As an engineering/professional services only firm, CES does not subcontract construction work; however, we do carefully select subconsultants to join our project team through the following process:

- **Notification & Outreach:** CES proactively identifies and notifies qualified subconsultants regarding upcoming opportunities. Opportunities are shared through professional networks and direct outreach, providing subconsultants with sufficient lead time to clearly understand the scope of work and prepare responses. Subconsultants are provided with full access to relevant project information, including technical requirements, schedules, and applicable standards, so that proposals are well-informed.
- **Engagement & Transparency:** CES ensures subconsultants have the opportunity to meet with our project management and technical teams to discuss scope, deliverables, quality expectations, and compliance requirements. This engagement fosters clear communication, builds mutual understanding, and allows subconsultants to ask questions prior to proposal submission.
- **Evaluation & Award:** Subconsultant selections are based on a comprehensive review of firm and staff qualifications, technical expertise, past performance, and alignment with CES's stated project objectives.
- **Monitoring & Reporting:** CES tracks and reports subconsultant utilization in accordance with County requirements. Prior to contract award, subconsultant selection policies and procedures are submitted for review. During the course of the project, CES documents the scope of services, compensation agreements, and payments made. At project closeout, CES provides a final accounting of subconsultant participation, ensuring transparency and compliance with Section 2-8.8.
- **Commitment to Local & Diverse Firms:** Consistent with Miami-Dade County policy, CES prioritizes engagement with local subconsultants, including SBE/DBE-certified firms, and actively seeks to broaden participation among small, minority-owned, and women-owned businesses. Our professional services procurement approach is designed to strengthen the local engineering community while ensuring the County receives high-quality, cost-effective services.

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

Signature of Authorized Representative: _____

Title: President & COO Date: 10/14/2025

Proposer's Name: CES Consultants, Inc.

SPD Form No. 9 – 2022-10-07

PROOF OF AUTHORIZATION TO DO BUSINESS

(Attach a copy of the Certificate of Status or Authorization per 607.0128 F.S., and certificate evidencing compliance with the Florida Fictitious Name Statute per 865.09 F.S., if applicable.)

(Insert Here)

CERTIFICATE OF INSURANCE

Client#: 1053638 CESCON

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 03/11/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
USI Insurance Services, LLC 2502 N Rocky Point Drive Suite 400 Tampa, FL 33607	PHONE (A/C, No, Ext): 813 321-7500	FAX (A/C, No):
	E-MAIL ADDRESS:	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
CES Consultants, Inc. 880 Southwest 145th Avenue, Suite 106 Pembroke Pines, FL 33027	INSURER A : Travelers Property Cas. Co. of America	25674
	INSURER B : Phoenix Insurance Company	25623
	INSURER C : XL Specialty Insurance Company	37885
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	X	X	6609D349718TCT24	12/06/2025	12/06/2026	EACH OCCURRENCE	$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000
							MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$1,000,000
							GENERAL AGGREGATE	$2,000,000
							PRODUCTS - COMP/OP AGG	$2,000,000
								$
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	X	X	BA2R165655	12/06/2025	12/06/2026	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
A	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $10,000	X	X	CUP4K364717	12/06/2025	12/06/2026	EACH OCCURRENCE	$5,000,000
							AGGREGATE	$5,000,000
								$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	X	UB0P573198	12/06/2025	12/06/2026	[X] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$1,000,000
							E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000
C	Professional Liability		X	DPR5001511	12/06/2025	12/06/2026	$5,000,000 per claim $5,000,000 annl aggr.	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Professional Liability coverage is written on a claims-made basis.

RE: CONTRACT NO. E25AV01E
The General Liability policy includes an automatic Additional Insured endorsement that provides Additional Insured status to the Miami-Dade Aviation Department, Contractor and Owner only when there is a written
(See Attached Descriptions)

CERTIFICATE HOLDER	CANCELLATION
Miami-Dade Aviation Department 4200 NW 36 Street Miami, FL 33166	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

MDC133

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DESCRIPTIONS (Continued from Page 1)

contract that requires such status, and only with regard to work performed by or on behalf of the named insured.

MEMORANDUM

(Revised)

TO: Honorable Chairman Anthony Rodriguez
and Members, Board of County Commissioners

DATE: July 21, 2026

FROM: Geri Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No.

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**
_____	**Requires more than a majority vote (i.e., 2/3's present ____, 2/3 membership ____, 3/5's ____, unanimous ____, majority plus one ____, CDMP 7 votes (majority of membership) ____, CDMP 2/3 members present but not less than 7 votes (majority of membership) ____, CDMP 9 votes (2/3 membership) _____) to approve**
✓ _____	**Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required**

Approved _____ Mayor Agenda Item No.
Veto _____
Override _____

RESOLUTION NO. _____

RESOLUTION APPROVING A CONTRACT BETWEEN MIAMI-DADE COUNTY AND CES CONSULTANTS, INC. AS PART OF A POOL OF ARCHITECTURAL AND ENGINEERING CONSULTANTS TO PROVIDE GENERAL ENGINEERING AND INSPECTION SERVICES FOR THE MIAMI-DADE AVIATION DEPARTMENT AT MIAMI INTERNATIONAL AIRPORT, CONTRACT NO. E25AV01E, IN A COMBINED MAXIMUM AMOUNT OF $41,353,125.00 FOR A TERM OF FIVE YEARS WITH ONE FIVE-YEAR RENEWAL OPTION; AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE THE SAME, AND TO EXERCISE THE PROVISIONS THEREOF, INCLUDING TERMINATION

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

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board:

Section 1. Approves the Professional Services Agreement ("PSA") between Miami-Dade County and CES Consultants, Inc. as part of a pool of architectural and engineering consultants to provide general engineering & inspection services for the Miami-Dade Aviation Department at Miami International Airport, Contract No. E25AV01E, in a combined maximum amount of $41,353,125.00 for a term of five years with one five-year renewal option, in substantially the form attached to the accompanying memorandum as Attachment F and made a part of hereof. A complete set of contract documents are on file and available upon request from the Miami-Dade Aviation Department.

Section 2. Pursuant to section 2-285 and 2-285.2 of the Miami-Dade County Code, this Board authorizes the County Mayor or County Mayor's designee to exercise the provisions thereof, including the authority to execute Contract No. E25AV01E and the authority to exercise its 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:

Anthony Rodriguez, Chairman
Kionne L. McGhee, Vice Chairman

Marleine Bastien	Juan Carlos Bermudez
Sen. René García	Oliver G. Gilbert, III
Roberto J. Gonzalez	Keon Hardemon
Danielle Cohen Higgins	Vicki L. Lopez
Natalie Milian Orbis	Raquel A. Regalado
Micky Steinberg	

The Chairperson thereupon declared the resolution duly passed and adopted this 21st day of July, 2026. 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

JUAN FERNANDEZ-BARQUIN, CLERK

By:_____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

David M. Murray