OFFICIAL FILE COPY
CLERK OF THE BOARD
OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

Memorandum

MIAMI-DADE COUNTY

Date: October 5, 2010

To: Honorable Chairman Dennis C. Moss
and Members, Board of County Commissioners

Agenda Item No. 9(A)(6)

From: George M. Burgess
County Manager

Resolution No. R-1010-10

Subject: Contract Award Recommendation for Consultant Services for Construction Inspection Services - Project No: E09-OCI-01, C; Contract No: E09-OCI-01, C – H.J. ROSS, to H.J. Ross Associates, Inc.

Recommendation

It is recommended that the Board approve the attached Professional Services Agreement (PSA) between H.J. Ross Associates, Inc., and Miami-Dade County in an amount not to exceed $825,000.00.

Delegation of Authority

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

Scope

PROJECT NAME: Consultant Services for Construction Inspection Services

PROJECT NO: E09-OCI-01, C

CONTRACT NO: E09-OCI-01, C - H.J. ROSS

PROJECT DESCRIPTION: The requested services shall address the needs of various County departments requiring construction inspection services (CIS). The scope of work includes CIS for roadway, bridges, sea walls, drainage, resurfacing and other similar inspection services for related projects. The selected consultants' responsibilities will include overseeing, coordinating and inspecting the work of design consultants, surveyors and construction contractors, and may include contract monitoring and record keeping, approving and recommending requisitions for compensation, review of change orders, estimations, claims, scheduling and shop drawings review, and assuring compliance with all federal, state and local regulations, on behalf of Miami-Dade County. Rotation of assignments will be determined by the selected firms' initial ranking in the rotation, as determined by their three years work history. Subsequently, the rotation will be based on the amount of assignments held within this respective group. Work assignments will be issued on an as needed basis by County departments requesting these services.

PROJECT LOCATION: Various

PRIMARY COMMISSION DISTRICT: Various Districts

APPROVAL PATH: Board of County Commissioners

OCI A&E PROJECT NUMBER: E09-OCI-01, C

USING DEPARTMENT: Multiple

MANAGING DEPARTMENT: Office of Capital Improvements (OCI)

Fiscal Impact / Funding Source

FUNDING SOURCE: Various. The cost of services will be charged to the particular projects of the various County Departments requiring construction inspection services. The Department requesting the services for the specific project will identify the funding source at the time the service order is issued. No service orders will be issued under this PSA unless the specific user department identifies appropriate budgeted funds.

OPERATIONS COST IMPACT / FUNDING: N/A

MAINTENANCE COST IMPACT / FUNDING: N/A

LIFE EXPECTANCY OF ASSET: N/A

PTP FUNDING: No

GOB FUNDING: No

ARRA FUNDING: No

PROJECT TECHNICAL CERTIFICATION REQUIREMENTS:

TYPE	CODE	DESCRIPTION
Prime	3.02	HIGHWAY SYSTEMS – HIGHWAY DESIGN
Prime	17.00	ENGINEERING CONSTRUCTION MANAGEMENT
Other	3.03	HIGHWAY SYSTEMS – BRIDGE DESIGN
Other	3.12	HIGHWAY SYSTEMS – UNDERWATER ENGINEERING INSPECTION
Other	10.01	ENVIRONMENTAL ENGINEERING – STORMWATER DRAINAGE DESIGN ENGINEERING SERVICES
Other	16.00	GENERAL CIVIL ENGINEERING

SUSTAINABLE BUILDINGS ORDINANCE: (I.O NO. 8-8)	Did the Notice to Professional Consultants contain Specific Language requiring compliance with the Sustainable Buildings Program? NO
NTPC'S DOWNLOADED:	178
PROPOSALS RECEIVED:	15
CONTRACT PERIOD:	1095 Days. The original term is for two years (730 days) per PSA. The County Mayor or County Mayor's designee has the authority to extend the PSA duration, with no increase in the PSA amount, for a one year period (365 days).
CONTINGENCY PERIOD:	73 Days. The cumulative total of all Contingency Allowance time extensions shall not exceed ten percent (10%) of the original PSA duration rounded off to the next whole number.
IG FEE INCLUDED IN BASE CONTRACT:	Yes
ART IN PUBLIC PLACES:	No
BASE ESTIMATE:	$1,500,000.00 This figure includes two non-exclusive PSAs at seven hundred and $750,000.00 each. The selected consultants are not entitled to any minimum amount of services or fees under said PSAs. The other PSA is an accompanying item on this agenda.
BASE CONTRACT AMOUNT:	$750,000.00

OPTION TO EXTEND:

AMOUNT:	DAYS:	EXTENSION COMMENT:
$0.00	365	The County Mayor or County Mayor's designee has the authority to extend the PSA duration for a one year period.

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

TYPE	PERCENT	AMOUNT	COMMENT
PSA	10%	$75,000.00	This is inclusive of a 10% contingency for each of the two PSAs.

TOTAL DEDICATED ALLOWANCE:	$0.00
TOTAL AMOUNT:	$825,000.00

Track Record / Monitor

SBD HISTORY OF VIOLATIONS: None

EXPLANATION: On June 18, 2009, the original Request to Advertise (RTA) for this project was filed with the Clerk of the Board (COB). As a result, a Notice to Professional Consultants (NTPC) was e-solicited on June 22, 2009. Subsequent to the aforementioned date five addenda were issued.

A revision to the original RTA was filed with the COB, on September 15, 2009. Subject revision modified the Project Description, Project Technical Certification Requirements, Minimum Qualifications Exceeding Legal Requirements, and Review Committee information.

On October 23, 2009, the COB received 15 proposals in response to this solicitation. A First-Tier meeting was held, on November 18, 2009, at which the Competitive Selection Committee (CSC) motioned to short-list the top three respondents. First-Tier Ranking, for the short-listed firms, was as follows:

Prime Firm Name	Total Points	System Rank	Final Rank
Consul-Tech Enterprises, Inc.	446	1	1
H.J. Ross Associates, Inc.	444	2	2
A&P Consulting Transportation Engineers Corp.	444	2	3

As denoted above, First-Tier evaluation resulted in a tie for second place. Per Administrative Order 3-39, when there is a tie the firm with the highest score on Criteria 1A shall advance. If a tie still exists, the firm with the highest score for Criteria 2A, then 3A, then 4A will be considered.

Tie-breaker #1 was applied utilizing the total points for Criteria 1A – Qualifications of Firms Including the Team Members Assigned to the Project. The application of tie-breaker # 1 resulted in a total of 231 points for both A & P Consulting Transportation Engineers Corp. and H.J. Ross Associates, Inc.

As a result, tie-breaker #2 was applied utilizing the total points for Criteria 2A – Knowledge and Past Experience of Similar Type Projects. Said application resulted in a total of 90 points for H.J. Ross Associates, Inc., and 89 points for A & P Consulting Transportation Engineers Corp. Application of both tie-breakers resulted in a final rank of 2nd place for H.J. Ross Associates, Inc., and 3rd place for A & P Consulting Transportation Engineers Corp.

At the conclusion of First-Tier the CSC motioned to move forward to Second-Tier with all three short-listed firms, contingent on Small Business Development's (SBD) Community Business Enterprise (CBE) Compliance Review. On December 3, 2009, SBD released its CBE Compliance Review deeming all three short-listed respondents in compliance with the CBE Provisions.

A Second-Tier meeting was held on December 16, 2009 and the following ranking applied:

Prime Firm Name	Total Points	System Rank	Final Rank
A&P Consulting Transportation Engineers Corp.	479	1	1
H.J. Ross Associates, Inc.	465	2	2
Consul-Tech Enterprises, Inc.	459	3	3

Given the results above, the CSC motioned to recommend the top two respondents for negotiations of a PSA each. Subject negotiation session was commenced and successfully concluded on February 4, 2010.

A review of the Capital Improvements Information System (CIIS) database reveals six performance evaluations for H.J. Ross Associates, Inc. with an average rating of 3.6 out of a possible 4.0 points.

SUBMITTAL DATE: 10/23/2009

ESTIMATED NOTICE TO PROCEED: 5/28/2010

PRIME CONSULTANT: H.J. Ross Associates, Inc.

COMPANY PRINCIPAL: Mariano O. Valle

COMPANY QUALIFIERS: Armando Caballero, Alvaro Jesus Piedrahita, Adolfo O. Canal, Charles K. Deed, Deborah Fabian, Strewlkow Edgard, Adolfo Ramierz, Enrique Sosa, Jr., Gino A. Valderrama, Gary Michael Lockward, James Roy, Rosales Micahel, Kevin Miller, Mariano Onat Valle, Roque A. Rokovish, Richard A. Waters, Ricardo Jose Solorzano

COMPANY EMAIL ADDRESS: mvalle@tylin.com

COMPANY STREET ADDRESS: 201 Alhambra Circle, Suite 900

COMPANY CITY-STATE-ZIP: Coral Gables – Florida – 33134

YEARS IN BUSINESS: 62

PREVIOUS EXPERIENCE WITH COUNTY IN THE LAST FIVE YEARS: Pursuant to the Firm History Report provided by the Department of Small Business Development, H.J. Ross Associates, Inc. has been awarded 11 contracts with the County within the last five years for a total value of $11,467,799.40 which includes $3,569,500.00 in approved change orders.

SUBCONSULTANTS: The Allen Group (NEUMAYR), LLC, ES Consultants Inc., Stanley Consultants, Inc., Nifah and Partners Consulting Engineers, Inc.

MINIMUM QUALIFICATIONS EXCEED LEGAL REQUIREMENTS: Yes For Experience and Qualification details, refer to the NTPC and subsequent addenda.

REVIEW COMMITTEE: **MEETING DATE:** 5/27/2009 **SIGNOFF DATE:** 5/28/2009
RESUBMIT DATE: 9/2/2009 **RESUBMIT SIGNOFF:** 9/2/2009

RESPONSIBLE WAGES: No

REVIEW COMMITTEE ASSIGNED CONTRACT MEASURES:

TYPE	GOAL	ESTIMATED VALUE	COMMENT
CSBE	0.00%	$0.00	Not applicable
CBE	25.00%	$206,250.00	Both PSAs under this solicitation have been assigned a 25% CBE goal each.
DBE	0.00%	$0.00	Not applicable
CWP	0.00%	0	Not applicable

MANDATORY CLEARING HOUSE: No

CONTRACT MANAGER NAME / PHONE / EMAIL: Elizabeth Zabowski 305-375-2824 biba@miamidade.gov

PROJECT MANAGER NAME / PHONE / EMAIL: Luisa Millan 305-375-1100 lmillan@miamidade.gov

Background

BACKGROUND: These PSAs may be utilized for construction inspection activities by various County departments for a number of capital projects during the construction phase. The Public Works Department (PWD) is capable of performing construction inspection services with in-house staff. As a result, PWD will be afforded the right of first refusal prior to issuance of each work order. If PWD is unable to provide subject services, then the selected consultant may be issued a work order accordingly.

BUDGET APPROVAL FUNDS AVAILABLE: _____ _____
OSBM DIRECTOR **DATE**

APPROVED AS TO LEGAL SUFFICIENCY: _____ 7/15/10
COUNTY ATTORNEY **DATE**

CAPITAL IMPROVEMENTS CONCURRENCE: _____ 8/23/2010
OCI DIRECTOR **DATE**

_____ 8-27-2010
ASSISTANT COUNTY MANAGER **DATE**

CLERK DATE: _____
DATE

MEMORANDUM
(Revised)

TO: Honorable Chairman Dennis C. Moss and Members, Board of County Commissioners

DATE: October 5, 2010

FROM: R. A. Cuevas, Jr. County Attorney

SUBJECT: Agenda Item No. 9(A)(6)

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**

_____ **Ordinance creating a new board requires detailed County Manager's report for public hearing**

✓ **No committee review**

_____ **Applicable legislation requires more than a majority vote (i.e., 2/3's ____, 3/5's ____, unanimous _____) to approve**

_____ **Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required**

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 9(A)(6)
10-5-10

RESOLUTION NO. R-1010-10

RESOLUTION APPROVING THE AWARD OF A PROFESSIONAL SERVICES AGREEMENT (PSA), IN AN AMOUNT NOT TO EXCEED $825,000.00, TO H.J. ROSS ASSOCIATES, INC. FOR CONSULTANT SERVICES FOR CONSTRUCTION INSPECTION SERVICES, PROJECT NO. E09-OCI-01, C; CONTRACT NO. E09-OCI-01, C – H.J. ROSS; AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE THE AGREEMENT ON BEHALF OF MIAMI-DADE COUNTY AND TO EXERCISE THE OPTION TO EXTEND PSA DURATION FOR A ONE YEAR PERIOD

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

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

Section 1. Approves the award of a Professional Services Agreement (PSA) to H.J. Ross Associates, Inc., in an amount not to exceed eight hundred and twenty-five thousand dollars ($825,000.00), for Consultant Services for Construction Inspection Services, Project No. E09-OCI-01, C; Contract No. E09-OCI-01, C – H.J. ROSS, in substantially the form attached hereto and made part hereof.

Section 2. Authorizes the County Mayor or County Mayor's designee to execute the attached PSA on behalf of Miami-Dade County; and to exercise the option to extend PSA duration for a one year period.

The foregoing resolution was offered by Commissioner **Audrey M. Edmonson** , who moved its adoption. The motion was seconded by Commissioner **Dennis C. Moss** and upon being put to a vote, the vote was as follows:

Dennis C. Moss, Chairman	**aye**		
Jose "Pepe" Diaz, Vice-Chairman	**absent**		
Bruno A. Barreiro	**aye**	Audrey M. Edmonson	**aye**
Carlos A. Gimenez	**aye**	Sally A. Heyman	**aye**
Barbara J. Jordan	**aye**	Joe A. Martinez	**aye**
Dorrin D. Rolle	**aye**	Natacha Seijas	**aye**
Katy Sorenson	**aye**	Rebeca Sosa	**aye**
Sen. Javier D. Souto	**aye**		

The Chairperson thereupon declared the resolution duly passed and adopted this 5th day of October, 2010. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

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

HARVEY RUVIN, CLERK

By: **DIANE COLLINS**
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Edward Z. Shafer

Dept. of Small Business Development
Project Worksheet

Project/Contract Title:	CONSULTANT SERVICES FOR CONSTRUCTION INSPECTION SERVICES (SIC 871)	RC Date:	04/29/2009
Project/Contract No:	E09-OCI-01, C	Item No:	1-04
Department:	OFFICE OF CAPITAL IMPROVEMENTS	Funding Source:	VARIOUS
Estimated Cost of Project/Bid:	$1,500,000.00	Resubmittal Date(s):	
Description of Project/Bid:	TO ESTABLISH A CONTRACT FOR ROADWAY, AIRFIELD, DRAINAGE, RESURFACING AND OTHER SIMILAR INSPECTION SERVICES FOR RELATED PROJECTS. THE SELECTED CONSULTANTS' RESPONSIBILITIES INCLUDE OVERSEEING, COORDINATING AND INSPECTING THE WORK OF DESIGN CONSULTANTS, SURVEYORS AND CONSTRUCTION CONTRACTORS.		

Contract Measure Recommendation

Measure	Program	Goal Percent
Goal	CBE	25.00%

Reasons for Recommendation

This project meets all the criteria set forth in A.O. 3-32, Section V

There are two (2) agreements @ $750,000 each for a total of $1,500,000. The 25% CBE goal is applicable to each agreement.

Funding Source/s: Will be funded by the Miami-Dade County Department utilizing these agreements.

SIC 871 - Architectural and Engineering Services

Analysis/Recommendation of Goal

Subtrade	Cat.	Estimated Value	% of Items to Base Bid	Availability
GENERAL CIVIL ENGINEERING	CBE	$195,000.00	13.00%	66
ENVIRONMENTAL ENG-STORMWATER DRAINAGE DESIGN SERV	CBE	$180,000.00	12.00%	44
Total		$375,000.00	25.00%	

Living Wages: YES [ ] NO [X]

Responsible Wages: YES [ ] NO [X]

Ordinance 90-143 is applicable to all construction projects over $100,000 that do not utilize Federal Funds

REVIEW COMMITTEE RECOMMENDATION

Tier 1 Set Aside _____

Set Aside _____ Level 1 _____ Level 2 _____ Level 3 _____

Trade Set Aside (MCC) _____ Goal 25% Bid Preference _____

No Measure _____ Deferred _____ Selection Factor _____

Chairperson, Review Committee — Date 4-29-09 — SBD Director — Date 4/29/09

DSDR0090 v. 2005101

Dept. of Small Business Development
Project Worksheet

Project/Contract Title:	CONSULTANT SERVICES FOR CONSTRUCTION INSPECTION SERVICES (SIC 871)	RC Date:	05/27/2009
Project/Contract No:	E09-OCI-01, C	Item No:	1-03
Department:	OFFICE OF CAPITAL IMPROVEMENTS	Funding Source:	VARIOUS
Estimated Cost of Project/Bid:	$1,500,000.00	Resubmittal Date(s):	04/29/2009
Description of Project/Bid:	TO ESTABLISH A CONTRACT FOR ROADWAY, AIRFIELD, DRAINAGE, RESURFACING AND OTHER SIMILAR INSPECTION SERVICES FOR RELATED PROJECTS. THE SELECTED CONSULTANTS' RESPONSIBILITIES INCLUDE OVERSEEING, COORDINATING AND INSPECTING THE WORK OF DESIGN CONSULTANTS, SURVEYORS AND CONSTRUCTION CONTRACTORS.		

Contract Measure Recommendation

Measure	Program	Goal Percent
Goal	CBE	25.00%

Reason for Recommendation

This project meets all the criteria set forth in A.O. 3-32, Section V

There are two (2) agreements @ $750,000 each for a total of $1,500,000. The 25% CBE goal is applicable to each agreement.

Funding Source/s: Will be funded by the Miami-Dade County Department utilizing these agreements.

Reason for resubmittal: The prime is now required to hold both 3.02 and 17.00; on previous submittal, the prime was required to hold (only) 3.02.

SIC 871 - Architectural and Engineering Services

Analysis of Recommendation (Goal)

Subtrade	Cat.	Estimated Value	% of Items to Base Bid	Availability
GENERAL CIVIL ENGINEERING	CBE	$195,000.00	13.00%	66
ENVIRONMENTAL ENG-STORMWATER DRAINAGE DESIGN SERV	CBE	$180,000.00	12.00%	44
Total		$375,000.00	25.00%	

Living Wages: YES [ ] NO [X]

Responsible Wages: YES [ ] NO [X]

Ordinance 90-143 is applicable to all construction projects over $100,000 that do not utilize Federal Funds

REVIEW COMMITTEE RECOMMENDATION

Tier I Set Aside _____

Set Aside _____ Level 1 _____ Level 2 _____ Level 3 _____

Trade Set Aside (MCC) _____ Goal 25% Bid Preference _____

No Measure _____ Deferred _____ Selection Factor _____

Chairperson, Review Committee — Date 5-27-09

SBD Director — Date 5/29/09

RECEIVED 2009 MAY 28 P 4:18 CAPITAL IMPROVEMENTS

Dept. of Small Business Development
Project Worksheet

Project/Contract Title:	CONSULTANT SERVICES FOR CONSTRUCTION INSPECTION SERVICES (SIC 871)	**RC Date:**	**09/02/2009**
Project/Contract No:	E09-OCI-01, C	**Funding Source:**	**Item No:** 1 -02
Department:	OFFICE OF CAPITAL IMPROVEMENTS	VARIOUS	
Estimated Cost of Project/Bid:	$1,500,000.00	**Resubmittal Date(s):**	04/29/2009 05/27/2009
Description of Project/Bid:	TO ESTABLISH A CONTRACT FOR ROADWAY, AIRFIELD, DRAINAGE, RESURFACING AND OTHER SIMILAR INSPECTION SERVICES FOR RELATED PROJECTS. THE SELECTED CONSULTANTS' RESPONSIBILITIES INCLUDE OVERSEEING, COORDINATING AND INSPECTING THE WORK OF DESIGN CONSULTANTS, SURVEYORS AND CONSTRUCTION CONTRACTORS.		

Contract Measures Recommendations

Measure	Program	Goal Percent
Goal	CBE	25.00%

Reasons for Recommendation

This project meets all the criteria set forth in A.O. 3-32, Section V

There are two (2) agreements @ $750,000 each for a total of $1,500,000. The 25% CBE goal is applicable to each agreement.

Funding Source/s: Will be funded by the Miami-Dade County Department utilizing these agreements.

Reason for resubmittal: Technical categories 3.03 (Highway Systems-Bridge Design) and 3.12 (Highway Systems-Underwater Engineering Inspections) were added to the scopes of work.

SIC 871 - Atchitectural and Engineering Services

Analysis for Recommendation of a Goal

Subtrade	Cat.	Estimated Value	% of Items to Base Bid	Availability
GENERAL CIVIL ENGINEERING	CBE	$195,000.00	13.00%	66
ENVIRONMENTAL ENG-STORMWATER DRAINAGE DESIGN SERV	CBE	$180,000.00	12.00%	44
	Total	$375,000.00	25.00%	

Living Wages: YES [ ] NO [X]

Responsible Wages: YES [ ] NO [X]

Ordinance 90-143 is applicable to all construction projects over $100,000 that do not utilize Federal Funds

REVIEW COMMITTEE RECOMMENDATION

Tier 1 Set Aside _____

Set Aside _____ **Level 1** _____ **Level 2** _____ **Level 3** _____

Trade Set Aside (MCC) _____ **Goal** 25% **Bid Preference** _____

No Measure _____ **Deferred** _____ **Selection Factor** _____

Chairperson, Review Committee — Date: 9-2-09

SBD Director — Date: 9/2/09

OBOR090 v. 20090730

MIAMI DADE COUNTY
Department of Small Business Development
A&E Firm History Report

From: 07/01/2005 **To:** 07/01/2010

DBD DEPARTMENT OF BUSINESS DEVELOPMENT

FIRM NAME: H.J. ROSS ASSOCIATES, INC.
201 Alhambra Cir, Suite 900
Coral Gables, FL 33134-3163

PRIMES

PROJECT #	CONTRACT	DEPT.	MEASURES	AWARD DATE	AWARD AMOUNT
EDP-PW-SR-836 SR 836 STRUCTURAL EVALUATION	1	PW	NO MEASURE	08/30/2005	$25,000.00
					$25,000.00
EDP-AV-710814-2104-A TUNNEL DESIGN TO EVALUATE EXISTING TUNNEL AT MIA	1	AV	NO MEASURE	01/23/2006	$50,000.00
					$50,000.00
* EDP-SP-05-009 MOORING EXTENSION AT CRUISE TERMINAL 5	1	SP	NO MEASURE	03/29/2006	$15,000.00
					$15,000.00
E05-MDAD-01 AVIATION FUELING SERVICES (SIC 871)	2	AV	GOAL CBE 35%	06/06/2006	$1,503,750.00
					$1,503,750.00
* E05-OCI-02 B NOTICE OF CONSULTANT SERVICES FOR CONSTRUCTION INSPECTION SERVICES (EIGHT (8) AGREEMENTS @ $750,000.00 EACH) (SIC 871)	6	CQ	NO MEASURE	06/14/2006	$825,000.00
					$825,000.00

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* Indicates closed or expired contracts
Disclaimer: Payments shown may not reflect current information

DBDR0212_E

Tuesday, July 6, 2010

Ver: 1

MIAMI DADE COUNTY
Department of Small Business Development
A&E Firm History Report

From: 07/01/2005 **To:** 07/01/2010

DBD DEPARTMENT OF BUSINESS DEVELOPMENT

FIRM NAME: H.J. ROSS ASSOCIATES, INC.
201 Alhambra Cir, Suite 900
Coral Gables, FL 33134-3163

PRIMES

PROJECT #	CONTRACT	DEPT.	MEASURES	AWARD DATE	AWARD AMOUNT
EDP-HD-S-EA-002 ENERGY AUDIT INSPECTIONS	1	HD	NO MEASURE	08/09/2006	$110,660.00
					$110,660.00
A05-PARK-01 FULL SERVICE PROJECT SPECIFIC PROFESSIONAL SERVICES FOR PARK AND RECREATION MARINA IMPROVEMENTS	1	PR	GOAL CBE 24%	09/29/2006	$1,116,500.00
					$1,116,500.00
* E05-MDT-01, PTP (NFP0030- DESIGN OF PEDESTRIAN OVERPASSES AT S. MIAMI & UNIVERSITY METRORAIL STATIONS	1	MT	GOAL - DBE DBE 20%	03/06/2007	$781,650.40
					$781,650.40
* EDP-BC-PROD07-02 PRODUCT APPROVAL ENGINEERING SERVICES	1	BC	NO MEASURE	05/24/2007	$50,000.00
					$50,000.00
E07-MDAD-02 MIA RUNWAY 8R/26L PAVEMENT REHABILITATION	1	AV	GOAL - DBE DBE 29%	09/16/2008	$3,307,749.00
					$3,307,749.00

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* Indicates closed or expired contracts
Disclaimer: Payments shown may not reflect current information

MIAMI DADE COUNTY

Department of Small Business Development

A&E Firm History Report

From: 07/01/2005 **To:** 07/01/2010

DBD
DEPARTMENT OF BUSINESS DEVELOPMENT

FIRM NAME: H.J. ROSS ASSOCIATES, INC.
201 Alhambra Cir, Suite 900
Coral Gables, FL 33134-3163

PRIMES

PROJECT #	CONTRACT	DEPT.	MEASURES	AWARD DATE	AWARD AMOUNT
			Total Award Amount	$7,785,309.40	
			Total Change Orders Approved by BCC	$3,605,483.00	

16

* Indicates closed or expired contracts
Disclaimer: Payments shown may not reflect current information

PROJECT TITLE: Construction Inspection Services
OCI PROJECT NO.: E09-OCI-01, C
PROFESSIONAL SERVICES AGREEMENT

AGREEMENT

Made as of the ____day of_____ in the year 20___

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

and the Consultant :

Name: H.J. Ross Associates, Inc.
Address: 201 Allhambra Circle, Suite 900 - Coral Gables, FL 33134
Phone Number: 305.567.1888
Fax Number: 305.567.1771

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

Scope of Services for the Project:

CONSULTANT SERVICES FOR CONSTRUCTION INSPECTION SERVICES / OCI PROJECT NO. E09-OCI-01, C

The requested services shall address the needs of various County departments requiring construction inspection services. The scope of work includes construction inspection services for roadway, bridges, sea walls, drainage, resurfacing and other similar inspection services for related projects. The selected consultants' responsibilities will include overseeing, coordinating and inspecting the work of design consultants, surveyors and construction contractors, and may include contract monitoring and record keeping, approving and recommending requisitions for compensation, review of change orders, estimations, claims, scheduling and shop drawings review, and assuring compliance with all federal, state and local regulations, on behalf of Miami-Dade County. The County reserves the right to perform the services described herein with its own forces. The selected consultant will be issued those assignments that the County deems to be in its best interest. Rotation of assignments will be determined by the selected firms' initial ranking in the rotation, as determined by their three (3) years work history. Subsequently, the rotation will be based on the amount of assignments held within this respective group. Work assignments will be issued on an as needed basis by County departments requesting these services.

PROFESSIONAL SERVICES AGREEMENT

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W I T N E S S E T H

ARTICLE 1

DEFINITIONS

1.1 ADDITIONAL SERVICES: Those services, in addition to the services to be performed as part of 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 AGENT: Any entity engaged by the Consultant to perform any portion of the Work, including but not limited to the Consultant's employees, officers, independent contractors, inspectors and Sub consultants (as defined below under 1.48).

1.3 AGREEMENT: This written agreement between the Owner and the Consultant, including the appendices and exhibits attached hereto and all amendments and service orders issued by the Owner hereunder.

1.4 AMENDMENT: A written modification to this agreement executed by the Architect/Consultant and the Owner covering changes, additions, or reductions in he terms of this agreement.

1.5 BASIC SERVICES: Those services that the Consultant shall perform in accordance with the terms of the Agreement as directed and authorized by Service Order(s).

1.6 BOARD OF COUNTY COMMISSIONERS: The duly elected officials authorized to act on behalf of the County.

1.7 CAPITAL PROJECT FACT SHEET: An estimate of the cost for the entire project, including construction cost, soft costs, contingency allowance account, and Art in Public Places, etc., prepared by the Owner and used as a basis for the Owner's financial planning. The Capital Project Fact Sheet may be amended from time to time by the Owner at the Owner's sole discretion.

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

1.9 COMMUNITY BUSINESS ENTERPRISE (CBE): A firm providing architectural, landscape architectural, engineering, or surveying and mapping professional services, including a design-build firm, which has an actual place of business in Miami-Dade County and whose three year average annual gross revenues do not exceed $2,000,000 for first tier CBE-A/Es, $4,500,000 for second tier CBE-A/Es in the case of architectural services, or $6,000,000 for second tier CBE-A/Es in the case of landscape architectural services, engineering, or surveying and mapping services.

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

1.11 CONSTRUCTION COST: Actual cost of the work established in the contract documents and as they may be amended from time to time.

1.12 CONSULTANT: The entity who has entered into a contract with the County to provide basic and additional professional services under this Agreement and who is liable for the acceptable performance of the Work and payment of all legal debts pertaining to the Work.. .

1.13 CONTINGENCY ALLOWANCE ACCOUNT(S): An account contained within the proposal items which establishes a specific amount to be used to perform work, as directed by the Consultant, for unknown, unanticipated work which is necessary to complete the project to perform its design function. Any money not directed to be used by the Consultant, within a contingency allowance account remains with the County.

1.14 CONTRACT DOCUMENTS: The legal agreement between the Owner and the Contractor for performance of work. The documents prepared by the Consultant in accordance with the requirements of a service order(s) issued hereunder that form the basis for which the Owner can receive bids for the work included in the documents. The Contract Documents shall include, but not necessarily be limited to, the Advertisement for Bids, Instructions to Bidders, Bid Form, Bid Bond, Contract, Surety Performance Bond, Surety Payment Bond, General Conditions, Special Provisions, Division ____, Technical Specifications, and Plans together with all addenda, and subsequent change and work orders.

1.15 CONTRACTOR: The firm, company, corporation or joint-venture contracting with the Owner for performance of work covered in the contract documents.

1.16 DBD: Department of Business Development

1.17 DEDICATED ALLOWANCE ACCOUNT(S): An account contained within the proposal items which establishes a specific amount to be used to perform specific work as identified within the dedicated allowance, such as reimbursement for permits, traffic control police, etc. Any money not directed to be used by the Consultant, within a dedicated allowance account remains with the County.

1.18 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.

1.19 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, Consultant s, designers, and specifications writers engaged or assisting in research, design, production of drawings, specifications and related documents, work related services and other services pertinent to the project elements.

1.20 DIRECTOR: The Director of the Department or authorized representative(s) designated in writing with respect to a specific matter(s) concerning the services.

1.21 EQUAL EMPLOYMENT OPPORTUNITY: Opportunity provided by the Consultant, pursuant to Executive Order 11246, as amended, and required to be part of all contracts covered by said executive order.

1.22 FIELD REPRESENTATIVE: An authorized representative of the Owner providing administrative and construction inspection services during the preconstruction, construction, and closeout phases of the contract.

1.23 FIXED LUMP SUM: A basis for compensation of the Consultant for services performed.

1.24 DEPARTMENT: A department of Miami-Dade County government, sometimes referred to as Owner, represented by and acting through the Director or his Designee(s).

1.25 MULTIPLE OF DIRECT SALARIES: A basis for compensation of the Consultant for services performed.

1.26 NOTICE TO PROCEED: Written communication issued by the Owner to the Contractor directing the work to proceed and establishing the date of commencement of the work.

1.27 OCI: Office of Capital Improvements

1.28 OWNER: Miami-Dade County acting through the Departments.

1.29 PERIOD OF CONTRACT ADMINISTRATION: Services beginning on the date established in the Notice to Proceed (NTP) for commencement of the work through the time allowed for completion of the work contained in the contract documents.

1.30 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.

1.31 PROBABLE CONSTRUCTION COST: The latest approved written estimate of construction cost broken down by the 16 Division format developed by the Construction Specification Institute (CSI) or unit price bid items, including construction allowance contingencies, submitted to the Owner, in a format provided by the Owner, in fulfillment of the requirement(s) of this agreement.

1.32 PROFESSIONAL SERVICES: Those services which the Consultant shall perform in accordance with the terms of the agreement as directed and authorized by a service order(s).

1.33 PROGRAM: The initial description of a project that comprises line drawings, narrative, cost estimates, project budget, etc., provided by the Owner in the form of a Project Definition Book and furnished to the Consultant.

1.34 PROJECT: Project elements and components of the project elements and services set forth in this agreement.

1.35 PROJECT BUDGET: Estimated cost for the project, prepared by the Owner as part of the program, including the estimated construction cost and soft costs. The project budget may, from time to time, be revised or adjusted by the Owner, in 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): An individual designated by the Department to represent the Owner during the design and construction of the project.

1.38 PROLONGED PERIOD OF CONTRACT ADMINISTRATION: The period from the original completion date of the contract as awarded to the date of official acceptance by the Owner of the Report of Contract Completion furnished by the Consultant.

1.39 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.

1.40 RECORD DRAWINGS (AS-BUILT DRAWINGS): Reproducible drawings showing the final completed work as built, including any changes to the work performed by the Contractor pursuant to the contract documents which the Consultant considers significant, based on marked-up as-built prints, drawings and other data furnished by the Contractor.

1.41 REIMBURSABLE EXPENSES: Those expenses delineated in the article "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 basic services fee.

1.42 REVIEW SET: A partial or complete set of contract documents, provided by the Consultant in accordance with the Deliverables Requirements Manual and/or service order, at the specified percentage of completion of a phase of the basic services as

provided for in this agreement, on which the 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.

1.43 SERVICE ORDER: A written work authorization order (consecutively numbered for reference and control purposes) initiated by the Project Manager in accordance with this agreement, and countersigned by the Director and by the Consultant, directing the Consultant to perform or modify the performance of any portion of the services and containing the scope, time of completion, total compensation for the services authorized, or to stop the performance of such services.

1.44 SOFT COSTS: Costs related to a project other than construction cost including Consultant basic services, additional services, work site services, survey, testing, general consultant, finance, permitting fees, etc.

1.45 SUB-CONSULTANT: 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.

1.46 SUBSTANTIAL COMPLETION: The stage in the progress of the work when the work or designated portion thereof is sufficiently complete in accordance with the contract documents so the Owner can occupy or utilize the project for its intended use and shall occur when the Consultant issues a Certificate of Substantial Completion. At this stage, all punch list work should be able to be completed by the Contractor in less than sixty (60) calendar days. The Certificate of Substantial Completion shall not be issued prior to the Contractor obtaining a Final Certificate of Occupancy or a Temporary Certificate of Occupancy from the Building Department, and a Final Certificate of Use or a Temporary Certificate of Use from the Zoning Department.

1.47 USER: The department, division, bureau or other subdivision of the County, for which the project is required.

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

1.49 WORK AUTHORIZATION: A document issued by the County to the Consultant authorizing the performance of specific professional services, stating the scope of services, time for completion and amount of the fee authorized for such services.

1.50 WORK ORDER: A written order, authorized by the Owner, directing the Contractor to perform work under a specific allowance account or which directs the Contractor to perform a change in the work that does not have a monetary impact.

1.51 WORK SEQUENCING SCHEDULE AND STAGING PLAN: Plans prepared by the Consultant showing the stage-by-stage sequence of construction, the impact on adjacent or related facilities and the Owner's operations, as well as other features, as necessary, related to the overall schedule of construction. The Consultant will be responsible for the preparation and inclusion of plans for the Contractor's/Field Representative's construction trailer. The plans will show as a minimum the location of the trailer(s), parking, access, and temporary utility connections for the trailer required during the performance of the Contractor.

1.52 WORK-SITE SERVICES: Those portions of the services, beyond the requirements of work related services, involving the providing of on-site resident services, that the Field Representative shall perform in accordance with the terms of this agreement as directed and authorized by service order(s).

ARTICLE 2

INFORMATION TO BE FURNISHED BY THE OWNER

INFORMATION TO BE FURNISHED BY THE OWNER: The Owner will provide sufficient information, which may include plans, specifications, additional procedural guidelines, forms, to the Consultant prior to the negotiation of the service order.

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 solely responsible for the accuracy and applicability of all such information used by said Consultant. Such verification shall include visual examination of existing conditions in all locations encompassed by the project where such examination can be made without using destructive measures, e.g., excavation or demolition. Survey information shall be spot checked to the extent the Consultant has satisfied itself as to the reliability of the information.

ARTICLE 3

GENERAL PROVISIONS

3.1 INDEMNIFICATION AND HOLD HARMLESS:

3.1.1 The Consultant shall indemnify and hold harmless the County and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness,

or intentional wrongful conduct of the Consultant and other persons employed or utilized by the consultant in the performance of this Agreement, in accordance with Section 725.08 of the Florida Statutes. The Consultant expressly understands and agrees that any insurance protection required by this contract or otherwise provided by Consultant shall in no way limit the responsibility to indemnify, keep, and save harmless and defend the Owner or its officers, employees, agents, and instrumentalities as herein provided.

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

3.2 INSURANCE:

3.2.1 The Consultant shall maintain all required insurances for the full term of the agreement. The Consultant shall furnish to Miami Dade County, c/o The Office of Capital Improvements (OCI), 111 NW 1st Street, Suite 2130, Miami, Florida 33128, Certificates(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

3.2.2 Worker's Compensation Insurance for all employees of the A/E as required by Florida Statute 440.

3.2.3 General Liability Insurance on a comprehensive basis in an amount not less than three hundred thousand dollars ($300,000) combined single limit per occurrence for bodily injury and property damage. **Miami-Dade County must be shown as an additional insured with respect to this coverage.**

3.2.4 Professional Liability Insurance in an amount not less than $1,000,000.

3.2.5 Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than $300,000 combined single limit per occurrence for bodily injury and property damage.

3.2.6 The Consultant shall not be issued any service order under this agreement until the insurance required hereunder has been obtained and such insurance has been approved by the Owner. 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. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida and rated no less

than "B" as to management and no less than Class "V" as to strength, in accordance with the A.M. Best Company Insurance Guide, or its equivalent as approved by the Owner's Risk Management Division or, the company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida" issued by the State of Florida Department of Insurance and are members of the Florida Guaranty Fund.

Certificates will indicate that no modification or change in insurance shall be made without thirty (30) days in advance notice to the certificate holder

Upon approval of this agreement by the County Manager, as authorized by the Board of County Commissioners (BCC), the Consultant shall, within fourteen (14) calendar days, furnish to the County certificates of insurance.

3.2.7 Right to Examine: The Owner reserves the right, upon reasonable notice, to examine the original or true copies of policies of insurance (including but not limited to binders, amendments, exclusions, riders and applications) to determine the true extent of coverage. The Consultant agrees to permit such inspection at the offices of the Owner.

3.2.8 Compliance: Compliance with the requirement of this article shall not relieve the Consultant of its liability under any other portion of this agreement or any other agreement between the Owner and 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 SUCCESSORS AND ASSIGNS: The Consultant and the County each binds himself/herself, his/her partners, successors, legal representatives and assigns to the other party of the agreement and to the partners, successors, legal representatives, and assigns of such party in respect to all covenants of this agreement. The Consultant shall afford the County the opportunity to approve or reject all proposed assignees, successors or other changes in the ownership structure and composition of the Consultant. Failure to do so constitutes a breach of this agreement by the Consultant.

3.5 PROVISION OF ITEMS NECESSARY TO COMPLETE SERVICES: In the performance of the services prescribed herein, it shall be the responsibility of the Consultant to provide all salaries, wages, materials, equipment, Sub-consultants and other purchased services, etc., necessary to complete said services.

3.6 AGENTS: All services provided by the Agents 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 his Agents, 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 Agents of the Consultant.

The Consultant shall not change any assigned project agent 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 an Agent 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 Sub-consultant from the Consultant to the Owner. The Consultant shall cause the names of Agents responsible for significant portions of the services to be inserted in reports, logs, plans and specifications, subject to the approval of the Owner.

The Consultant may employ Agents to assist the Consultant in performing specialized services. Payment of such Agents 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 Basic Services. The quality of services and acceptability to the Owner of the services performed by such Agents shall be the sole responsibility of the Consultant.

3.7 TERM OF AGREEMENT: This term of this Agreement shall be for two (2) years with one (1) year option to extend and shall begin upon execution 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.

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

3.7.2 Emergency Response: The director of the user department or his authorized designee, shall issue written authorization to proceed to the Consultant for each section of the work to be performed at assigned sites. In case of emergency, as determined by the County, the director reserves the right to issue verbal

authorization to the Consultant with the understanding that a cost proposal shall be submitted by the Consultant immediately thereafter. The Consultant shall be given notice (which may be amended from time to time as applicable) regarding persons who are the authorized designees of the director for the purposes of this agreement.

3.8 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 convenience of the Consultant, without cause.

3.8.1 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 same in bad faith, or unreasonably delays the performance of the services. Such written notice to the Consultant shall spell out the cause and provide reasonable time in the notification to remedy the cause.

In the event the Owner terminates this agreement for cause, the Owner will take over any and all documents 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 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.

3.8.2 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.

3.8.3 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".

3.8.4 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; and;

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

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

3.9 INTENT OF AGREEMENT:

3. 9.1 The intent of the agreement is for the Consultant to provide construction inspection services, and to include all necessary personnel for the proper completion of such services. The Consultant shall perform, as basic services, such incidental work, which may not be specifically referenced, as necessary to complete the project.

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

3. 9.3 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.

3.9.4 It is a conflict of interest for the Consultant and or his Agents to receive compensation from both the Owner and the Contractor either directly or indirectly.

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

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

3.12 ACCOUNTING RECORDS OF CONSULTANT: The Owner reserves the right to audit the accounts and records of the Consultant including, but not limited to, payroll records and federal tax return, supporting all payments for services hereunder on the basis of multiple of direct salaries and reimbursement of actual expenses incurred. Such audit may take place at any mutually convenient time during the performance of this agreement and for three (3) years after final payment under this agreement. The 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 Statute 287.055, 5(a), the A/E firm hereby certifies and warrants that wage rates and other factual unit costs, as submitted in support of the compensation provided are accurate, complete and current as of the date of this agreement. It is further agreed that said compensation shall be adjusted to exclude any significant costs where the COUNTY shall determine that the contract price of services was increased due to inaccurate, incomplete or unclear wage rates or other factual unit

costs. All such contract compensation adjustments shall be made within one (1) year from the date of final billing or acceptance of the work by the COUNTY, or one (1) year following the end of the contract, whichever is later.

3.13 OFFICE OF THE INSPECTOR GENERAL (IG) AND INDEPENDENT PRIVATE SECTOR INSPECTOR GENERAL (IPSIG):

OFFICE OF THE INSPECTOR GENERAL

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

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

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

dividends received, payroll and personnel records and supporting documentation for the aforesaid documents and records.

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

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

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

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

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

Exception: The above application of one quarter (1/4) of one percent fee assessment shall not apply to the following contracts: (a) IPSIG contracts; (b) contracts for legal services; (c) contracts for financial advisory services; (d) auditing contracts; (e) facility rentals and lease agreements; (f) concessions and other rental agreements; (g) insurance contracts; (h) revenue-generating contracts; (i) contracts where an IPSIG is assigned at the time the contract is approved by the Trust; (j) professional service agreements under $1,000; (k) management agreements; (l) small purchase orders as defined in Miami-Dade County Administrative Order 3-2; (m) federal, state and local government-funded grants; and (n) inter-local agreements. Notwithstanding the foregoing, the Trust may authorize the inclusion of the fee assessment of one-quarter (1/4) of one percent in any exempted contract at the time of award.

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

INDEPENDENT PRIVATE SECTOR INSPECTOR GENERAL

The attention of the Contractor is hereby directed to the requirements of AO 3-20 and R-

516-96; the County shall have the right but not the obligation to retain the services of an **independent private-sector inspector general (IPSIG)** who may be engaged to audit, investigate, monitor, oversee, inspect and review the operations, activities and performance of the Contractor 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 Contractor, its officers, agents and employees, lobbyists, county staff and elected officials.

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

3.14 OWNERSHIP OF DOCUMENTS AND COPYRIGHTS:

3.14.1 All notes, correspondence, documents, designs, drawings, renderings, calculations, specifications, models, photographs, reports, surveys, investigations, and any other documents and copyrights thereto for services performed or produced in the performance of this agreement, whether in paper or other hard copy medium or in electronic medium, shall become the property of the Owner; however, the Owner may grant to the Consultant an exclusive license of the copyright to the Consultant for reusing and reproducing copyrighted materials or portions thereof as authorized by the 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.

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

3.14.3 The Owner shall have the right to modify the project or any components thereof without permission from the Consultant or without any additional

compensation to the Consultant. The Consultant shall be released from any liability resulting from such modification.

3.14.4 The Consultant shall bind all Sub-consultants to the agreement requirements for re-use of plans and specifications.

3.15 LAWS AND REGULATIONS:

3.15.1 The Consultant shall, during the term of this agreement, be governed by federal, state and MDC laws, regulatory orders, county codes and resolutions which may have a bearing on the services involved in this project. The Department will assist the Consultant in obtaining copies of the MDC codes, regulatory orders and resolutions.

3.15.2 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.

3.15.3 In accordance with Florida Statutes 119.07(3)(ee), entitled "Inspection, Examination, and Duplication of Records; Exemptions", all building plans, blueprints, schematic drawings, and diagrams, including draft, preliminary, and final formats, are exempt from the provisions of subsection (1) and s. 24(a), Article I of the State Constitution. Information made exempt by this paragraph, with prior approval from the Department, may be disclosed to another entity to perform its duties and responsibilities; to a licensed architect, Consultant, or contractor who is performing work on or related to the project; or upon a showing of good cause before a court of competent jurisdiction. The entities or persons receiving such information shall maintain the exempt status of the information.

- In addition to the above requirements in this sub-article, the Consultant agrees to abide by all federal, state, and County procedures, as may be amended from time to time, by which the documents are handled, copied, and distributed which may include but is not limited to each employee of the Consultant and Sub-consultant(s) that will be involved in the project, shall sign an agreement stating that they will not copy, duplicate, or distribute the documents unless authorized by the Owner as required in Article 3.14.

- The Consultant and its Agents agree in writing that the project documents are to be kept and maintained in a secure location.

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

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

3.16 CORRECTIONS TO CONTRACT DOCUMENTS: The Consultant shall prepare, without added compensation, all necessary supplemental documents to correct errors, omissions, and/or ambiguities which may exist in the contract document prepared by the Consultant including the documents prepared by its Sub-consultants. Compliance with this article shall not be construed to relieve the Consultant from any liability resulting from any such errors, omissions, and/or ambiguities in the contract documents and other documents or services related thereto.

3.17 WARRANTY: The Consultant warrants that the services furnished to the Owner under this agreement shall conform to the quality expected of and usually provided by the profession in the state of Florida applicable to the design and construction of public and commercial facilities.

3.18 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 which arise that might affect the performance of the services or of the work.

3.19 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.

3.20 NON-EXCLUSIVITY: Notwithstanding any provision of this non-exclusive agreement, the County is not precluded from retaining or utilizing any other Consultant, Design Professional or other to perform any incidental basic services, additional services or other professional services within the contract limits defined in the agreement. The Consultant shall have no claim against the County as a result of the County electing to retain or utilize such other Consultant, Design Professional or other to perform any such incidental services.

3.21 CONTINUED ENGAGEMENT OF CRITICAL PERSONNEL: In accordance with County Resolution No. 744-00, the Consultant shall identify in Appendix 2, 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 Miami-Dade County determines, in its discretion, that the proposed replacement personnel has equal or greater qualifications or capabilities to perform the necessary services.

3.22 CONSULTANT RESPONSIBILITY:

3.22.1 The Consultant is responsible for the professional quality, technical accuracy, completeness, performance and coordination of all work required under the agreement including the work performed by his Agents, within the specified time period and specified cost. The Consultant shall perform the work utilizing the skill, knowledge and judgment ordinarily possessed and used by a proficient consulting Consultant with respect to the disciplines required for the performance of the work in the State of Florida. The Consultant is responsible for, and represents that the work conforms to Owner's requirements as set forth in the agreement. The Consultant shall advise the Owner of any significant omissions, substitutions, defects, and deficiencies noted in the work of the Contractor and the corrective action that has been directed to be performed by the Contractor. The Consultant shall monitor the Contractor's on-site construction activities and inspect materials entering into the work in accordance with the plans, specifications, and special provisions for the construction contract, to determine that the project is constructed in reasonable conformity with such documents. The Consultant shall keep detailed accurate records of the Contractor's daily operations and of significant events that affect the work. The Consultant shall be and remain liable to the Owner for all damages to the Owner caused by the Consultant or his Agents negligent acts or errors or omissions in the performance of the work. In addition to all other rights and remedies, which the Owner may have, the Consultant shall, at its expense, re-perform the services to correct any deficiencies, which result from the Consultant's failure to perform in accordance with the above standards. The Consultant shall also be liable for the replacement or repair of any defective materials and equipment and re-performance of any non-conforming construction services resulting from such deficient Consultant services for a period from the commencement of this agreement until twelve (12) months following final acceptance of the work and for the period of design liability required by applicable law. The Owner shall notify the Consultant in writing of any deficiencies and shall approve the method and timing of the corrections. Neither the Owner's inspection, review, approval or acceptance of, nor payment for, any of the work required under the agreement shall be construed to relieve the Consultant or any Agent of its obligations and responsibilities under the agreement, nor constitute a waiver of any of the Owner's rights under the agreement or of any cause of action arising out of the performance of the agreement. The Consultant and its Agents shall be and remain liable to the Owner in accordance with applicable law for all damages to Owner caused by any failure of the Consultant or its Agents to comply with the terms and conditions of the agreement or by the Consultant or Agents' misconduct, unlawful acts, negligent acts, errors or omissions in the performance of the agreement. With respect to the performance of work by Agents, the Consultant shall, in approving and accepting such work, ensure the professional quality, completeness, and coordination of Agent's work.

In addition, the Senior Architect and Project Manager, under the selected consultant, will be responsible for supervising the team services and approving their work product as well as signing and/or sealing related work documents.

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

3.23 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.

3.24 ETHICS LANGUAGE: Pursuant to Sec. 2-11.1(w) of the Code of Miami-Dade County, the Ethics Commission has jurisdiction over contractors and vendors. The Consultant must provide the Ethics Commission with a written report regarding its compliance with any restrictions contained in the advisory opinion issued by the Ethics Commission to the CONSULTANT, Sub-consultants, agents or team members within ninety (90) days of the issuance of each work order. The reports must be submitted to Robert Myers, Executive Director, Commission on Ethics and Public Trust, 19 West Flagler Street, Suite 207, Miami, FL 33130.

3.25 UTILIZATION REPORT (UR): Pursuant to Administrative Order (A.O.) 3-32 Community Business Enterprise (CBE-A&E) Program and/or A.O. 3-39 for the Resolution Repealing County Administrative Orders 3-33, 3-14 AND 3-28 And Establishing Administrative Order 3-39 Standard Process For Construction Of Capital Improvements, Acquisition Of Professional Services, Construction Contracting, Change Orders and Reporting, the Consultant is required to file utilization reports with the Miami-Dade County contracting department monthly, unless designated otherwise. URs are required to accompany every invoice. The UR should indicate the amount of contract monies received and paid as a Consultant, including payments to Sub-consultant(s) (if applicable). The UR format is attached hereto as Exhibit A.

ARTICLE 4

SERVICES TO BE PERFORMED

4.1 ASSIGNMENT OF WORK BY OWNER: There are no specific projects to be designated under this agreement. The Consultant shall be issued service orders as the need for services arises. The service order shall cover in detail the scope, time for completion, and the compensation for the work to be accomplished. No services under this agreement shall be performed by the Consultant and/or their Agents prior to the receipt of an appropriate service order. The Consultant is not entitled to any minimum amount of services or fees under this agreement.

4.1.1. Upon request by the Owner and prior to the issuance of a service order, the Consultant shall submit a proposal based on the represented scope of services requested by the Owner. The Owner shall confer with the Consultant before any service order is issued to discuss and agree upon the scope, time for completion, and maximum fee for services to be rendered pursuant to the service order. No payment shall be made for the Consultant 's time or services in connection with the preparation of any such proposal. Upon agreement by the Owner and the Consultant on the scope of services, time of completion, and maximum fee, the Owner shall issue a service order to perform the services.

4.1.2 The proposal that the Consultant submits shall, as a minimum, include:

a. The number of agents for each job classification to be used for the requested scope of services. Job classifications shall be limited to those listed in the table Consultant Job Classifications Pay Ranges and Multipliers contained in the article "Compensation for Services."

b. The qualifications for all agents proposed, except in the clerical job classifications to perform the duties. The qualifications may be presented in the form of a resume (preferred) or other such documentation sufficient to allow the Owner to make a reasonable determination as to the adequacy of the proposed individuals' qualifications to perform the duties. No individual shall be assigned to the work unless approved in writing by the Owner. Such written approval may be in the form of the service order authorizing service or may be issued separately.

c. The current and/or proposed wage rate for all personnel proposed.

d. The estimated number of hours for each individual proposed.

e. A sub-total of the total wages to be paid each proposed individual (current/proposed wage rate multiplied by the estimated number of hours) and a total to be paid to the Consultant for each individual (sub-total multiplied by the applicable multiplier for the job classification). These individual totals shall be summed to show the total personnel costs being proposed by the Consultant for the indicated scope of work.

f. A listing of requested equipment or services to either be provided by the Owner or have the expense be reimbursed by the Owner pursuant to the article "Reimbursable Expenses."

g. Any services that Consultant proposes to be performed by Agent(s) such services shall be presented in the same manner and format as that used for the Consultant.

h. Services provided by the Consultant shall comply with Department manuals, procedures and memorandums in effect as of the date of execution of the Agreement unless otherwise directed in writing by the Department.

4.1.3 All applicable agents proposed for the job classifications of Senior Engineer, Underwater Diver Inspector, Senior Inspector, Junior Inspector, shall meet certain experience and qualification stipulations. The minimum qualifications for each of these applicable jobs classifications are as follows:

4.1.3.1 Senior Engineer - Must be a State of Florida licensed engineer, have a Civil Engineering degree, and a minimum of six (6) years experience in road and bridge construction engineering inspection.

4.1.3.2 Underwater Diver Inspector - Must be a State of Florida licensed Professional Engineer and certified diver.

4.1.3.3 Senior Inspector – Must posses a high school diploma or GED and four (4) years of experience in the inspection of public works projects, or related public works structures; two (2) years of which must be in bridge and/or roadway construction inspection, in addition to the following qualifications and certifications:

- Qualifications -
Concrete Field Inspector Level I (if applicable)
Concrete Transportation Construction Inspection (CTCI) Level II (major bridge only) (if applicable)
Asphalt Roadway Level I (if applicable)
Asphalt Roadway Level II (if applicable)
Earthwork Construction Inspection Level I (if applicable)
Earthwork Construction Inspection Level II (if applicable)
FDOT Pile Driving Inspection (if applicable)

- Certifications -
MOT Level II ATTSA or IMSA
Nuclear Radiation Safety (preferred)
ACI Level I

OR

A Civil Engineering degree and one (1) year of road and bridge construction engineering inspection experience.

Completion of coursework in Civil Engineering, Architectural Engineering, Engineering Technology, construction Management, or related field may substitute for required experience on a month-for-month basis to a maximum of one (1) year. Must be able to read and understand plans, drawings and technical specifications, utilize and apply building codes and standards, and read and understand Critical Path Method (CPM) construction schedule, both computerized (specifically Primavera) and conventional.

Must possess a drivers license.

4.1.3.4 Junior Inspector – Must posses a high school diploma or GED and two (2) years of experience in construction inspection, one (1) year of which shall have been in bridge and/or roadway construction inspection, in addition to the following qualifications and certifications:

–Qualifications –
Concrete Field Inspector Level I (if applicable)
Asphalt Roadway Level I (if applicable)
Earthwork Construction Inspection Level I (if applicable)
FDOT Pile Driving Inspection (if applicable)

- Certifications -
Nuclear Radiation Safety (preferred)
ACI Level I

OR

A Civil Engineering degree.

Must possess a drivers license.

4.1.3.5 Other Key Personnel as required, to be determined by OCI, based upon need by Miami-Dade County departments.

4.2 S E R V I C E S: Upon receipt of a service order, the Consultant agrees to perform professional services associated with the requested services in accordance with the negotiated terms of the applicable service order. Services to be performed pursuant to this agreement may be generally classified as either.

a. work site representation services covering administrative assistance to the Owner and construction inspection services during preconstruction, construction and closeout of a Project;

b. special inspections,

c. building and zoning inspection services covering the construction inspections required under the South Florida Building Code, Miami-Dade County Edition;

The Consultant may be required to provide all day-to-day management of any or all of these services. The Owner will maintain oversight control of all construction activities through the Project Manager.

Those assignments that may be classified as work site representation services shall be performed in accordance with this contract and the respective department/agency construction inspection services manual and procedures or as indicated by the owner. Those assignments that may be classified as either special inspections, threshold building inspections, or building and zoning inspections, shall be performed in accordance with the South Florida Building Code, Miami-Dade County Edition (the Code). Each service order shall specify the type of service to be performed.

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

4.2.1 Maintenance of Approved Agents

4.2.1.1 Agents approved by the Owner for each assignment shall not be changed without the prior written consent of the Owner. Such consent shall be contingent upon the Owner's approval of the replacement Agent based on the qualifications of those persons as submitted by the Consultant.

4.2.1.2 Agents approved by the Owner for each assignment shall not be granted leaves of absence (vacation, sick, or other) from the assignment by the Consultant unless Consultant substitutes a person of equal or greater qualifications. Emergency substitutes shall not remain on the assignment more than two (2) days without the written consent of the Owner.

4.2.1.3 Ancillary Functions: In the performance of the Services pursuant to each assignment, the Consultant shall also:

a. Cooperate fully with the Owner in the scheduling and coordination of all phases of work.

b. Report the status of the work to the Owner upon request and hold pertinent data, calculations, field notes, records, sketches, and other products open to the inspection of the Owner at any reasonable time during the course of regular business hours.

c. Follow and be responsive to the guidance and oversight furnished by the Project Manager.

d. Assist the Project Manager and Field Representative in reviewing and evaluating all Contractor's claims relating to the cost, execution and progress of the work and on all other matters or questions related thereto.

e. Coordinate with the Architect/Engineer's personnel visiting a work site assignment.

f. Recognize that the construction of other projects may affect the work at assigned work sites or components there of, and diligently coordinate the performance of the services with the Owner in order to provide for the safe, expeditious, economical and efficient completion of the assignment, without negatively impacting concurrent work by others.

g. The Consultant's Supervisor of Inspectors must meet at a minimum bi-monthly with the project Inspectors and review their daily logs.

4.2.1.4 Quality Reviews: The Consultant shall conduct semi-annual reviews to make certain his organization is in compliance with the requirements cited in the Services to be Performed. Quality Reviews shall be conducted to evaluate the adequacy of documentation, procedures, training, guidance and staffing included in the execution of this Agreement. On short duration projects (nine (9) months or less), the Consultant shall perform an initial Quality Review within the first two (2) months of the start of construction.

On asphalt projects, the Consultant shall perform an initial Quality Review on its asphalt inspection staff after the Contractor has completed ten (10) full work days of mainline asphalt paving operations, or 25% of the asphalt pay item amount (whichever is less) to ensure all sampling, testing, inspection, and documentation are occurring as required of the Consultant staff.

4.3 MEETINGS AND REPORTS

4.3.1 Meetings – The Consultant shall attend all meetings, as directed by the Owner, to provide consultation to the Owner. These meetings may include regularly scheduled meetings, whether regularly scheduled or specially called, as may be necessary to enable the Consultant to coordinate its services with, and provide information to and/or obtain information from, the Owner, other Consultant s, regulatory departments of Dade County, other regulatory agencies, and all others with whom coordination or liaison must take place in order to fulfill the intent and purposes of this agreement.

4.3.2 Reports – In addition to any specific reports called for elsewhere in this agreement, in the CIIS guidelines, User Agencies additional procedures, or in the Code, as applicable, the Consultant shall prepare and submit any other reports as may be reasonably requested by the Owner to assist the Owner in fulfilling its obligations pursuant to any work to which the Consultant is assigned.

4.4 OTHER SERVICES: The Consultant shall perform any other related services as may be designated in a service order.

ARTICLE 5

ADDITIONAL SERVICES

5.1 AUTHORIZATION: Any services beyond the requirements for Basic Services as noted in Article 4 of this agreement, shall be performed by the Consultant upon receipt of a service order issued by the Owner. The Owner reserves the right to have any or all of the services listed below performed by Consultant s other than the Consultant. The Consultant shall have no claim to any of these services except as authorized by the Owner with a service order.

5.1.1 Consultant Design services necessary for corrective on site conditions.

5.1.2 Construction management services to include overall progress schedule, review shop drawings, evaluate the work for compliance with the contract documents.

5.1.3 Serving as an expert witness at the request and on behalf of the Owner, in connection with the project or any project element or component thereof, except in situations where such service is a result of the errors, omissions or ambiguities of the services assigned.

5.1.4 Environmental services beyond that which is required to verify Owner supplied information or that is beyond the scope of services outlined as part of this agreement.

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

5.1.6 Meetings with federal and/or state grant providing agencies required to assist Owner in obtaining grant funding for the project.

5.2 PAYMENT FOR ADDITIONAL SERVICES: The fee for Services authorized in this agreement will be computed by one of the following two methods as mutually agreed to by the Owner and the Consultant :

i. Fixed Lump Sum
ii. Multiple of Direct Salaries

5.2.1 The Fee to the Consultant for services based on a multiple of direct salaries shall be in accordance with Article 7, Compensation for Services, negotiated table of rates.

ARTICLE 6

REIMBURSABLE EXPENSES

Any reimbursable expenses shall be approved by the Owner in advance and authorized by a service order.

6.1 Sub-Consultant s, when recommended by the Consultant, and approved by the Owner in writing, and when in the opinion of the Consultant, said Sub-Consultant services are necessary of the accomplishment of the services.

6.2 All printing and reproduction costs as specified herein and those costs in excess of that required under basic services. Such costs will be reimbursed at the same rate paid by the Owner to its vendors. Printing costs for internal coordination, reviews and other in-house uses will not be reimbursed.

6.3 Travel expenses, if necessary, shall be reimbursed in accordance with State statues and Administrative Order No. 6-1.

6.4 Cellular phones, digital cameras and mileage will be reimbursed as follows:

(a) Cellular Phone – Reimbursable amount not to exceed $60.00 per month.
(b) Digital Camera – Reimbursable amount not to exceed $200.00 per camera.

(c) Mileage – Reimbursable amount to be consistent with Florida law.

The Consultant is responsible for the replacement of items (a) and (b), should they break and/or get lost.

6.5 Rental of specialized equipment and purchase of special instruments, necessary for the efficient performance of the work, will be reimbursed provided that such instruments remain the property of the County upon completion of the work and authorization was granted, by the County, for such purchase(s). Furthermore, the County reserves the right to sell subject items, to the Consultant, at a negotiated fee.

6.6 Items not listed shall be reviewed on a case-by-case basis and shall be approved in advance by the Director or his/her designee.

ARTICLE 7

COMPENSATION FOR SERVICES

The County 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. No payment will be made to the Consultant for work performed without a service order. Reimbursement to the Consultant for approved Sub-Consultant (s) /Agents.

CONSULTANT /AGENTS CLASSIFICATIONS, PAY RANGES AND MULTIPLIERS, AS APPLICABLE

JOB CLASSIFICATION	HOURLY RATE	MULTIPLIER	OVERTIME WAGE RATE (Per Hour)
Principal (Max. not to exceed)	$125.00	N/A	N/A
Senior Engineer	$45.00	2.8	N/A
Project Manager	$41.00	2.8 – Office Personnel 2.1 – Field Personnel	1.5 – Field Personnel
Senior Inspector	$27.00	2.1	1.5
Junior Inspector	$21.00	2.1	1.5

JOB CLASSIFICATION	HOURLY RATE	MULTIPLIER	OVERTIME WAGE RATE (Per Hour)
Consultant Office Clerical	$18.00	2.8	1.5
Field Representative	$27.00	2.1	1.5
Field Office Engineer	$32.00	2.1	1.5
Field Clerical	$18.00	2.1	1.5
Underwater Diver Inspector	$45.00	2.8 – Office Personnel 2.1 Field Personnel	N/A
Engineer Diver	$32.75	2.8 – Office Personnel 2.1 – Field Personnel	1.5
Dive Technician	$24.90	2.8 – Office Personnel 2.1 – Field Personnel	N/A

*** Maximum Rate of Compensation – Not to exceed maximum approved pay rate times applicable multiplier.**

**** If project services must comply with federal acquisition standards, then compensation rates may be requested to be based on audited rates.**

7.1 BASIC SERVICE FEES: Prior to the Owner authorizing services as a multiple of direct salaries, the Consultant shall submit as part of its proposal, in accordance with the article Services to be Performed, Assignment of Work by Owner, the names, classification, salary rate per hour, and total charge in accordance with the above table of rates for all personnel proposed to be directly engaged on the project.

7.1.1 Compensation for authorized overtime services shall be a multiple of 1.5 times the premium pay portion of the overtime services.

7.1.2 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, clerical, nor shall it invoice for other employee time or travel and substance not directly related to the Project. The multiple factors set forth above shall cover all such costs pertinent to the Project.

7.2 INVOICES AND METHODS OF PAYMENT: At a minimum, unless otherwise instructed by the issuing department, the Consultant shall submit monthly to the Project Manager, two (2) copies of a duly certified invoice for payments stating that the services for which payment is requested have been performed per this agreement. A copy of the applicable service order shall accompany the original copy of the invoice. Invoices for services authorized as a multiple of direct salaries 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. Provided there are no problems with an invoice, as determined by the Project Manager, payment by the Owner shall be in accordance with the "Florida Prompt Payment Act," Part VII, Chapter 218, Florida Statutes.

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

7.2.1.1 Expenses authorized as additional services shall be paid at a rate of 1.0 times the Sub-Consultant invoice to compensate the Consultant for all costs associated with those expenses.

7.2.2 Payment for reimbursable expenses may be requested monthly and shall be made on duly certified invoices listing such expenses and substantiated by supporting documentation. Provided there are no problems with an invoice, as determined by the Project Manager, payment by the Owner shall be in accordance with the "Florida Prompt Payment Act," Part VII, Chapter 218, Florida Statutes.

7.2.3 Parking fees at Miami International Airport are specifically excluded as a Reimbursable Expense.

7.3 PAYMENT FOR ABANDONED, TERMINATED OR SUSPENDED SERVICES: In the event of termination or suspension of the Services the Consultant shall be compensated for all work completed up through the date of Notice of Termination or suspension of the services. In the case of abandonment of a project, the Consultant shall be compensated for all services performed through the time deemed necessary by the Owner to close the project.

7.4 PAYMENT FOR REIMBURSABLE EXPENSES: Reimbursable expenses as described in the Article "Reimbursable Expenses" of this agreement will be reimbursed by the Owner as verified by appropriate bills, invoices or statements.

7.5 CONSEQUENCE FOR NON-PERFORMANCE: Should the Consultant fail to perform its services within the time frames outlined and such failure causes a delay in the progress of the work, the Consultant shall be liable for any damages to the Owner resulting from such delay.

7.6 CONTINGENCY ALLOWANCE ACCOUNTS: This project is a Professional Services Agreement (PSA) for the design of a facility on public property, therefore an estimated Allowance Account of $75,000.00 is permissible, per Miami-Dade County Code Section 2-8.1. This Allowance Account will be used by the (User Department) for unforeseen conditions necessitating additional design, resulting in additions to the basic fee and additional/reimbursable service fees. 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 this contingency allowance account remains the property of the County.

7.7 TOTAL AUTHORIZED AMOUNT FOR THIS AGREEMENT: Except as otherwise provided for herein, the Total Authorized Amount for this Agreement is not to exceed Eight hundred and twenty-five thousand dollars ($825,000.00).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 County.

ARTICLE 8

SPECIAL PROVISIONS

The following provisions are to be used AS APPLICABLE:

8.1 SECURITY: The Consultant acknowledges and accepts full responsibility for compliance with all Miami-Dade County security regulation pertaining to access to buildings and other specific areas which may be designated as secure areas. Furthermore, the Consultant acknowledges that certain tasks may require background screening of principals and employees including fingerprint based criminal background investigation.

8.2 CONTRACT MEASURES: There is a twenty-five percent (25%) Community Business Enterprise (CBE) subconsultant goal for this project.

To fulfill the requirements of this Article, the Consultant must comply with the Miami-Dade County, Florida CBE Program Participation Provisions prepared by Miami-Dade County's DBD or the Florida Disadvantaged Business Enterprise Participation Provisions, as applicable, and the level of participation as shown in the Consultant's proposal for this project.

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

8.3 INSPECTOR GENERAL: 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 when this Contract is either financed by aviation revenue bonds or funded by aviation revenue which are subject to federal regulations.

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)

(Legal Name of Corporation)
H.J. Ross Associates

ATTEST:
Asst
Secretary: _____ By: _____
(Signature and Seal) Consultant - Signature

Allison K. Bagby, Assistant Secretary Mariano O. Valle, PE, Senior Vice Pres.
(Type Name)
(Type Name & Title)

SEAL 1989 FLORIDA

CONSU[illegible]ARTNERSHIP OR JOINT-VENTURE)

_____
Legal Name

Witness: _____ By: _____
Signature

Witness: _____ _____
(Type Name)

SSN: _____

MIAMI-DADE COUNTY, FLORIDA

ATTEST:

_____, CLERK

BY:_____
Deputy Clerk

By:_____
County Manager

(Dade County Seal)

Approved as to form and legal sufficiency

_____

Assistant County Attorney

APPENDIX 1

PRINCIPALS OF THE CONSULTANT

APPENDIX 1

PRINCIPALS OF THE CONSULTANT

Name of Principal	Office Location
Alvaro J. Piedrahita, PE	Coral Gables, FL
Mariano O. Valle, PE	Coral Gables, FL

APPENDIX 2

CRITICAL PERSONNEL
(Per Article 3.21)

APPENDIX 2

CRITICAL PERSONNEL

Name	Designated Role
Mariano Valle, PE	Project Principal
Joe Gómez, PE	Project Manager
Jose Nessi	Deputy Project Manager
James Rosales, PE	Senior Engineer
David Bergeron	Project Administrator
Gary Athanason	Inspector
Jose Anadon	Inspector
Kark King, CBI	Inspector
Gino Valderrama, PE	Mechanical Engineer
Ryan Bell	Engineer Diver
Colin Henderson	Environmental
Alex Palacio	Structural Engineer
Gary Davis	Contract Specialist
Eduardo Smith, PE	Environmental

AFFIDAVITS

Miami-Dade County
Department of Procurement Management

Affirmation of Vendor Affidavits

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

Contract No. : E09-OCI-01,C

Federal Employer Identification Number (FEIN): 65-0163389

Contract Title: CONSTRUCTION INSPECTIONS SERVICES

Affidavits and Legislation/ Governing Body

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

The following certifications pertain to Architectural/Engineering Services:

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

Mariano O. Valle, PE — Printed Name of Affiant

Senior Vice President — Printed Title of Affiant

Mariano Valle — Signature of Affiant

H.J. Ross Associates — Name of Firm

3/5/10 — Date

201 Alhambra Circle, Suite 900 . Coral Gables — Address of Firm

Florida — State

33134 — Zip Code

Notary Public Information

Notary Public – State of Florida

County of Miami-Dade

Subscribed and sworn to (or affirmed) before me this 5 day of, March 20 10

by

He or she is personally known to me [X] or has produced identification [ ]

Type of identification produced

Linda J. Matsko
Signature of Notary Public

Serial Number

LINDA J. MATSKO
MY COMMISSION # DD 556707
EXPIRES: August 2, 2010
Bonded Thru Budget Notary Services

Print or Stamp of Notary Public

8-2-10
Expiration Date

58
Notary Public Seal

EXHIBIT A
UTILIZATION REPORT

ARCHITECTURE & ENGINEERING UTILIZATION REPORT - FINAL ONLY

PART 2 **This part is to be completed by the Subconsultants and forwarded to the Prime Consultant.**

SUBCONSULTANTS

NAME OF SUBCONSULTANT / AUTHORIZED SIGNATURE OF SUBCONSULTANT	TOTAL AGREEMENT AMOUNT	FINAL SUB REQUISITION AMOUNT	TOTAL PAID TO DATE TO SUBCONSULTANT	TOTAL SUB REQUISITIONED TO DATE	PROMPT PAYMENT ISSUES (Y/N)	DATE OF WORK COMPLETION	GOAL (%) IF APPLICABLE

PART 3 **This part is to be executed by the Prime Consultant and forwarded to the User Department.**

SIGNATURE OF AFFIANT (PRIME CONSULTANT) _____ TITLE _____

Sworn before me

This _____ day of _____ 2002

PRINTED NAME OF AFFIANT _____ DATE _____ NOTARY PUBLIC _____

COUNTY USE **This part is to be completed by the User Department at the time of Final Requisition to DBD.**

AUTHORIZED SIGNATURE OF PROJ MGR/CONTACT PERSON _____ PRINT NAME _____ DATE _____