

# Memorandum



**Date:** November 15, 2011

**To:** Honorable Chairman Joe A. Martinez  
and Members, Board of County Commissioners

**From:** Carlos A. Gimenez  
County Mayor 

**Subject:** Award Recommendation for Professional Services Agreement with Environmental Science Associates Corporation for Aviation Acoustical & Land-Use Compatibility Planning Services, Project No: E11-MDAD-01, in the amount of \$551,375.00

Agenda Item No. 8(A)(5)

Resolution No. R-954-11

**Recommendation**

It is recommended that the Board approve the attached Professional Services Agreement (PSA) for Aviation Acoustical & Land-Use Compatibility Planning Services with Environmental Science Associates Corporation (ESA) in the amount of \$551,375.00, and authorize the Mayor or his designee to execute said agreement for and on behalf of the County.

**Delegation of Authority**

The authority of the Mayor or his designee to execute and implement this contract is consistent with those authorities granted under the Code of Miami-Dade County. Additional delegation of authority requested for this contract includes exercising any termination provisions therein.

- PROJECT NAME:** Aviation Acoustical & Land-Use Compatibility Planning Services
- PROJECT NO.:** E11-MDAD-01
- CONTRACT NO:** E11-MDAD-01
- PROJECT DESCRIPTION:** The scope of work provides for professional services to be performed for the Aviation Acoustical and Land-Use Compatibility Planning services for the Miami-Dade Aviation Department (MDAD) at Miami International Airport (MIA) and the five County owned auxiliary airports which include Kendall-Tamiami Executive Airport (TMB), Opa-locka Executive Airport (OPF), Opa-locka West, Homestead General Aviation Airport (X51) and Dade-Collier Training & Transition Airport (TNT). The services will be provided on a project-order basis for MDAD's Noise & Environmental Planning Division. The project/studies which MDAD may require are based on the following areas:
- Airport / community land-use compatibility issues
  - Aircraft noise monitoring studies
  - Airspace flight-track management studies
  - Environmental Assessments (EA)
  - Environmental Impact Studies (EIS)

- Noise abatement studies & noise modeling using latest available FAA models
- Federal Aviation Regulation (FAR) Part 150 studies.

**PROJECT LOCATION:** The Miami-Dade County Airport System includes MIA, OPF, Opa-Locka West, TMB, X-51 and TNT.

**FIRM:** Environmental Science Associates Corporation

**COMMISSION DISTRICT:** Various Districts

**APPROVAL PATH:** Board of County Commissioners

**OCI A&E PROJECT NO:** E11-MDAD-01

**USING DEPARTMENT:** Miami-Dade Aviation Department

**MANAGING DEPARTMENT:** Miami-Dade Aviation Department

**Fiscal Impact/Funding Source**

**OPERATIONS COST IMPACT/FUNDING:** Operating Budget

**MAINTENANCE COST IMPACT/FUNDING:** N/A

**PTP FUNDING:** No

**GOB FUNDING:** No

**PROPOSALS RECEIVED:** 3

**CONTRACT PERIOD:** 1,825 days

**CONTINGENCY PERIOD:** 0

**IG FEE INCLUDED IN BASE CONTRACT:** No

**ART IN PUBLIC PLACES:** No

**BASE ESTIMATE:** \$500,000

**BASE CONTRACT AMOUNT:** \$500,000

**OPTION TO EXTEND:** N/A

**CONTINGENCY ALLOWANCE  
(Section 2-8.1 Miami-Dade County  
Code):**

\$50,000

**TOTAL DEDICATED  
ALLOWANCE:**

\$1,375 Inspector General (IG) fee

**TOTAL AMOUNT:**

\$551,375

**Track Record/Monitoring**

**CONSULTANT PERFORMANCE:**

Environmental Science Associates Corporation has no performance history in CIIS. Based on previous contracts with MDAD, MDAD staff rates ESA's performance above satisfactory.

**COMPLIANCE DATA:**

No current violations.

**EXPLANATION:**

N/A

**ESTIMATED NOTICE  
TO PROCEED:**

N/A

**SUBCONSULTANTS:**

None

**MINIMUM QUALIFICATIONS:**

The successful prime firm must be technically certified in Category 23.00 Aviation Acoustical & Land-Use Compatibility Planning Services.

**REVIEW COMMITTEE:**

<u>Meeting Date</u>	<u>Signoff Date</u>
02/16/2011	02/16/2011

**RESPONSIBLE WAGES:**

No

**REVIEW COMMITTEE  
ASSIGNED CONTRACT  
MEASURES:**

No measure - insufficient availability

**MANDATORY  
CLEARINGHOUSE:**

N/A

**CONTRACT MANAGER:**

Norman Hegedus, MDAD Aviation Environmental Planner

**PROJECT MANAGER:**

Norman Hegedus, MDAD Aviation Environmental Planner

**BACKGROUND:**

The previous two agreements for these services expired in March, however the PSA is 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. MDAD has accommodated service needs to date through existing work orders assigned to both firms. This new PSA, one of two, each for \$551,375 (including IG fee), with an effective term of five years or until the monies are exhausted, will provide for continuation of these services.

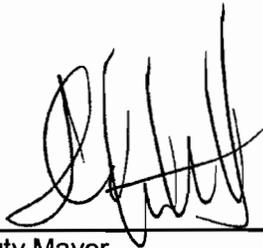
**SELECTION PROCESS:**

In accordance with Chapter 287.055 of the Florida Statutes and Chapter 2-10.4 of the Code of Miami-Dade County, both of which govern certification, selection and negotiation procedures, the Competitive Selection Committee held a first-tier meeting to review three submittals on June 8, 2011, at which the firms were ranked as follows:

- 1) 468 Landrum & Brown, Inc.
- 2) 459 Environmental Science Associates Corp.
- 3) 424 Ecology and Environmental, Inc.

The two top-ranked firms, Landrum & Brown, Inc., and Environmental Science Associates Corporation, were deemed to have met the qualification requirements. On June 9, 2011, the names of the two firms were submitted to the County Manager's office for further consideration for negotiation of two agreements.

Appointment of the Negotiation Committee (NC) was approved by the County Manager June 10, 2011, and an agreement was negotiated July 12, 2011, with ESA. However, on July 26, 2011, a recommendation was approved to reconvene the NC in an attempt to renegotiate lower hourly rates after a review of rates on other County PSAs and other airports' Acoustical & Land-Use Compatibility Planning Services contracts. On August 16, 2011, a satisfactory agreement was negotiated with ESA, resulting in a reduction in the hourly rates by 10% from the previous negotiation. The new negotiated hourly rates averaged 11% below industry rates for this specialized service.



Deputy Mayor



# MEMORANDUM

(Revised)

**TO:** Honorable Chairman Joe A. Martinez  
and Members, Board of County Commissioners

**DATE:** November 15, 2011

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

**SUBJECT:** Agenda Item No. 8(A)(5)

**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. 8(A)(5)  
11-15-11

RESOLUTION NO. R-954-11

RESOLUTION APPROVING PROFESSIONAL SERVICES AGREEMENT BETWEEN MIAMI-DADE COUNTY AND ENVIRONMENTAL SCIENCE ASSOCIATES CORPORATION, FOR AVIATION ACOUSTICAL & LAND-USE COMPATIBILITY PLANNING SERVICES, PROJECT NO. E11-MDAD-01; IN AN AMOUNT NOT TO EXCEED \$551,375; AND AUTHORIZING COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE THE AGREEMENT AND TO EXERCISE THE TERMINATION PROVISIONS CONTAINED THEREIN

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

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA**, that the Board hereby approves the Professional Services Agreement between Miami-Dade County and Environmental Science Associates Corporation for Aviation Acoustical & Land-Use Compatibility Planning Services, Project No. E11-MDAD-01, in substantially the form attached hereto, in an amount not to exceed \$551,375, for a term of five (5) years; all as more particularly set forth in the accompanying memorandum from the County Mayor; this Board authorizes the County Mayor or County Mayor's designee to execute the same for and on behalf of the County, and to exercise the termination provisions therein.

The foregoing resolution was offered by Commissioner **Barbara J. Jordan**, who moved its adoption. The motion was seconded by Commissioner **Rebeca Sosa** and upon being put to a vote, the vote was as follows:

	Joe A. Martinez, Chairman	aye	
	Audrey M. Edmonson, Vice Chairwoman	absent	
Bruno A. Barreiro	aye	Lynda Bell	aye
Esteban L. Bovo, Jr.	aye	Jose "Pepe" Diaz	aye
Sally A. Heyman	aye	Barbara J. Jordan	aye
Jean Monestime	aye	Dennis C. Moss	aye
Rebeca Sosa	aye	Sen. Javier D. Souto	aye
Xavier L. Suarez	absent		

The Chairperson thereupon declared the resolution duly passed and adopted this 15<sup>th</sup> day of November, 2011. 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. Christopher Agrippa  
Deputy Clerk

Approved by County Attorney as  
to form and legal sufficiency.

Daniel Frastai

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**AVIATION ACOUSTICAL AND LAND USE COMPATIBILITY  
PLANNING SERVICES**

**PROJECT NO. E11-MDAD-01**

**PROJECT SPECIFIC SERVICES AGREEMENT**

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This AGREEMENT made as of the \_\_\_ day of \_\_\_\_\_ in the year 2011, between

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

**and the Consultant:** Environmental Science Associates Corporation  
225 Bush Street, Suite 1700  
San Francisco, CA 94104

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

**For the Project:** Aviation Acoustical and Land Use Compatibility Planning Services

The Owner and Consultant agree as set forth herein:

**PROFESSIONAL SERVICES AGREEMENT  
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**ARTICLE 1  
DEFINITIONS**

- 1.1. **AFFIRMATIVE ACTION:** Action to be taken by the Consultant pursuant to a written, results-oriented program, meeting the requirements of 41 C.F.R. Part 60, in which the Consultant details the steps to be taken to ensure equal employment opportunity, including, where appropriate, remedying discrimination against an affected class, or other actions, as necessary.
- 1.2. **AGREEMENT:** This written agreement between the Owner and the Consultant, including the appendices attached hereto and all Amendments and Service Orders issued by the Owner hereunder.
- 1.3. **ALLOWANCE ACCOUNT(S):** Account(s) in which stated dollar amount(s) may be included in this Agreement for the purpose of funding a portion of the Services or Inspector General Services.
- 1.4. **AMENDMENT:** A written modification to this Agreement executed by the Consultant and the Owner covering changes, additions, or reductions in the terms of this Agreement.
- 1.5. **CONSULTANT:** The entity named on page 1 of this Agreement.
- 1.6. **DAYS:** Reference made to days shall mean consecutive calendar days.
- 1.7. **DEPARTMENT:** Miami-Dade Aviation Department ("MDAD") which is a department of Miami- Dade County and represented by and acting through its Director or his/her designee(s).
- 1.8. **DIRECTOR:** The Director or authorized representative(s) designated in writing with respect to a specific matter(s) concerning the Services.
- 1.9. **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, United States Internal Revenue Service, and billed to the Owner hereunder on a multiple of Direct Salaries basis pursuant to a Service Order for Services or other authorization under this Agreement.
- 1.10. **EQUAL EMPLOYMENT OPPORTUNITY:** Opportunity provided by the Consultant pursuant to Executive Order 11246, as amended, and required to be part of contracts covered by said Executive Order.
- 1.11. **OWNER:** Miami-Dade County acting through its Board of County Commissioners (the "Board").
- 1.12. **PRINCIPAL:** An executive manager of the Consultant or sub-consultant who is primarily involved in executive management of the Consultant's or sub-consultant's

business and who is not significantly involved in the professional work of this Agreement.

- 1.13. **PROJECT MANAGER:** An individual designated by the Director to represent the Owner during the Services.
- 1.14. **REIMBURSABLE EXPENSES:** Those expenses delineated in this Agreement and/or which are separately approved by the Owner that are incurred by the Consultant in the fulfillment of this Agreement. Approved reimbursable expenses are to be billed at actual costs with supporting documentation.
- 1.15. **SERVICE ORDER:** A written 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.
- 1.16. **SERVICES:** Those services that the Consultant shall perform in accordance with the terms of this Agreement as directed and authorized in writing by the Owner.
- 1.17. **SUB-CONSULTANT:** An independent firm, company, joint venture, corporation, partnership, or individual under contract with and compensated by the Consultant to perform a portion of the Services required hereunder.

**ARTICLE 2  
INFORMATION TO BE FURNISHED BY THE OWNER**

- 2.1 **INFORMATION TO BE FURNISHED BY THE OWNER:** The Owner will furnish the Consultant with all documents and records pertaining to the performance of the Agreement, including, but not limited to, all project files and financial records in custody of the Department.
- 2.2 **OBLIGATION OF THE CONSULTANT:** The Consultant understands that it is obligated to verify to the extent it deems necessary all information furnished by the Owner and that it is solely responsible for the accuracy and applicability of all such information used by said Consultant.

**ARTICLE 3  
GENERAL PROVISIONS**

- 3.1 **INDEMNIFICATION AND HOLD HARMLESS**
- 3.1.1 Pursuant to Florida Statutes § 725.08 and notwithstanding the provisions of Florida Statutes § 725.06, the Consultant shall indemnify and hold harmless the Owner, and its officers, employees, and agents, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or wrongful conduct of the Consultant and other persons employed or utilized by the Consultant in the performance of this Agreement.
- 3.1.2 To the extent this indemnification clause or any other indemnification clause in this Agreement does not comply with Chapter 725, Florida Statutes, this provision and all aspects of the Contract Documents shall hereby be interpreted as the parties' intention for the indemnification clauses and contract documents to comply with Chapter 725, Florida Statutes.
- 3.1.3 This section shall survive expiration or termination of this Agreement.
- 3.2 **INSURANCE:** The Consultant shall not perform any Services 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.
- 3.2.1 Certificates shall clearly indicate that the Consultant has obtained insurance, in the type, amount, and classifications, as required for strict compliance with this article. The certificates must provide that in the event of material change in or cancellation of the policies reflecting the

required coverages, thirty (30) days advance notice shall be given to MDAD Risk Management.

3.2.2 Consultant shall provide at its own cost:

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

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

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

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

3.2.2.4 Professional Liability Insurance (Errors and Omissions), in an amount not less than \$1,000,000 per claim with the deductible per claim, if any, not to exceed ten percent (10%) of the limit of the liability providing for all sums which the Consultant shall be legally obligated to pay as damages for claims arising out of the Services performed by the Consultant or any person or firm employed by him in connection with this Agreement. This insurance shall be maintained for one (1) year after the completion and acceptance by the Owner of the Services performed pursuant to this Agreement.

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

3.2.3.1 The company must be rated no less than "A" as to financial strength, and no less than "Class VII" as to financial size, according to the latest edition of Best's Insurance Guide, published by A.M. Best Company, Inc., Oldwick, New Jersey or its equivalent, subject to approval by MDAD's Risk Management Unit.

- 3.2.4 Compliance with the foregoing requirements as to the carrying of insurance shall not relieve the Consultant from liability under any portion of this contract.
- 3.2.5 Cancellation of any insurance or non-payment by the Consultant of any premium for any insurance policy or bonds required by this contract shall constitute a breach of this contract. In addition to any other legal remedies, Miami-Dade County at its sole option may terminate this contract or pay such premiums, and deduct the costs thereof from any amounts which are or may be due to the Consultant.
- 3.2.6 At any time during the term of this Agreement Owner can require the Consultant to at any time during the term of this Agreement Owner can require the Consultant to provide Project Specific Professional Liability Insurance in the amount of \$1,000,000 per claim to last the life of the Project plus three (3) years. The premium for this coverage shall be reimbursed to the Consultant in accordance with Sub-Article 5.6 "Payment for Reimbursable Expenses", of this Agreement.
- 3.3 **ASSIGNMENT:** The Consultant shall not assign, transfer or convey this Agreement to any other person, firm, association, partnership, joint venture, or corporation, in whole or in part. However, the Consultant will be permitted to cause portions of the Services to be performed by sub-consultants, as authorized elsewhere herein.
- 3.4 **PROVISION OF ITEMS NECESSARY TO COMPLETE SERVICES:** In the performance of the Services prescribed herein, it shall be the responsibility of the Consultant to provide all salaries, wages, materials, equipment, sub-consultants and other purchased services, necessary to complete said Services.
- 3.5 **SUB-CONSULTANTS:** All services provided by the Sub-consultants shall be consistent with those commitments made by the Consultant during the selection process and interview. Such services shall be pursuant to appropriate agreements between the Consultant and the Sub-consultants, 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 Sub-consultants.

The Consultant shall not change any Sub-consultant without prior approval by the Director in response to a written request from the Consultant stating the reasons for any proposed substitution. Any approval of a Sub-consultant 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 Sub-consultants responsible for significant portions of the Services to be inserted on the plans and specifications, subject to the approval of the Owner.

The Consultant may employ Sub-consultants to assist the Consultant in performing specialized Services. Payment of such Sub-consultants 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 Sub-consultants shall be the sole responsibility of the Consultant.

- 3.6 **TERM OF AGREEMENT:** This term of this Agreement shall be for five (5) years and 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 **TERMINATION OF AGREEMENT:** This Agreement may be terminated upon 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 only terminate this Agreement for cause. The Consultant shall have no right to terminate this Agreement for convenience.

3.7.1 A default shall mean a material breach of this Agreement by one of the parties.

3.7.2 **Notice of Default and Opportunity to Cure:** If a default occurs, the non-defaulting party shall notify the defaulting party (the "Default Notice"), specifying the basis for such default, and advising that party that such default must be cured either immediately or within thirty (30) days depending on the circumstances (the "Cure Period"). This Cure Period may be shortened or extended by the non-defaulting party depending on the circumstances. If the default is not cured within the Cure Period, the agreement shall be terminated. Termination shall be effective at the conclusion of the Cure Period.

3.7.2 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 architect(s); engineer(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. 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 architect(s),

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8-25-11

engineer(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 Notice of Termination, the Consultant shall, when directed by the Owner, promptly assemble and submit as provided herein or as required in any Service Order issued hereunder, all documents including drawings, calculations, specifications, reports, correspondence, and all other relevant materials affected by such termination. No payments shall be made: 1) for Services not satisfactorily performed; and 2) for the cost of assembly and submittal of documents for services performed satisfactorily or unsatisfactorily.

3.7.3 Owner's Termination for Convenience: The Owner 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.

3.7.4 In the event the Consultant exercises its right to terminate this Agreement for cause, payment for Services satisfactorily performed prior to the date of termination shall be made in accordance with the article "Compensation for Services".

3.7.5 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,

*MWA*  
8/25/11

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.

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

### 3.8 INTENT OF AGREEMENT:

3.8.1 The intent of the Agreement is for the Consultant to provide aviation acoustical and land use compatibility planning services, and to include all necessary items for the proper completion of such Services. The Consultant shall perform such incidental work, which may not be specifically referenced, as necessary to support this effort.

3.8.2 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.

3.8.3 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 SOLICITATION: The Consultant warrants that: 1) it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement; and 2) that it has not paid, nor agreed to pay any person, company, corporation, joint venture, individual, or firm, other than a bona fide employee working solely for the Consultant any fee, commission, percentage, gift, or 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.

3.10 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 Statutes § 287.055, the Consultant hereby certifies and warrants that wage rates and other factual unit costs as submitted supporting the compensation provided here are accurate, complete and current as of the date of the submittal. It is further agreed that said compensation provided for in this Agreement shall be adjusted to exclude any significant sums where the Owner determines that the payment for Services was increased due to inaccurate, incomplete or non-current wage rates or other factual unit costs. All such adjustments in compensation paid or payable to Consultant under this Agreement shall be made within one (1) year following the end of the Agreement.

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

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

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

The IG shall have the power to report and/or recommend to the Board of County

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

The IG may, on a random basis, perform audits on all County contracts throughout the duration of said contract (hereinafter "random audits"). This random audit is separate and distinct from any other audit by the County. To pay for the functions of the Office of the Inspector General, any and all payments to be made to the Consultant under this contract will be assessed one quarter of one percent of the total amount of the payment, to be deducted from each progress payment as the same becomes due unless, this Agreement is federally funded where federal or state law or regulations preclude such a charge or where such a charge is otherwise precluded as stated in the Special Provisions (see Article 8). The Consultant shall, in stating its agreed prices, be mindful of this assessment, which will not be separately identified, calculated or adjusted in the proposal or bid form.

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

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

INDEPENDENT PRIVATE SECTOR INSPECTOR GENERAL

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

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

Upon (10) ten days written notice to Consultant from an IPSIG, the Consultant shall make all requested records and documents available to the IPSIG for inspection and copying. The IPSIG shall have the right to examine all documents and records in the Consultant's possession, custody or control which in the IPSIG's sole judgment pertain to performance of the Contract, including but not limited to original estimate files, bid and change order estimates, worksheets, proposals and agreements from and with successful and unsuccessful sub-consultants 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.

3.12 DEDICATED ALLOWANCE ACCOUNT TO PAY FOR IG SERVICES: Pursuant to section 2-1076 of the Code a Dedicated Allowance Account will be established within this Agreement to pay for IG services.

3.13 OWNERSHIP OF DOCUMENTS AND COPYRIGHTS:

3.13.1 All notes, correspondence, documents, designs, drawings, renderings, calculations, specifications, models, photographs, reports, surveys, investigations, and any other documents and copyrights thereto for Services performed or produced in the performance of this Agreement, whether in paper or other hard copy medium or in electronic medium, is a work for hire and shall become the property of the Owner; however, the Owner may grant to the Consultant a non-exclusive license of the copyright to the Consultant for reusing and reproducing copyrighted materials or portions thereof as authorized by the Owner in advance and in writing. In addition, the Consultant shall not disclose, release, or make available any document to any third party without prior written approval from Owner.

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

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

- 3.13.4 The Owner shall have the right to modify the project or any 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.
- 3.13.5 The Consultant shall comply with the financial disclosure requirements of Ordinance No. 77-13, as amended by having on file or filing within thirty (30) days of the execution of the Agreement one of the following with the Supervisor of the Miami-Dade County Elections Department, P.O. Box 521550, Miami, Florida 33152-1550.
- A. A source of income statement
  - B. A current certified financial statement
  - C. A copy of the Consultants current Federal Income Tax Return

3.14 LAWS AND REGULATIONS:

- 3.14.1 The Consultant shall, during the term of this Agreement, be governed by federal, state and Miami-Dade County laws, statutes, ordinances, regulatory orders, Codes and resolutions that may have a bearing on the Services involved in this project.
- 3.14.2 The Agreement shall be governed by the laws of the State of Florida. Venue for any action or claim arising from this Agreement shall be in the Circuit Court of the Eleventh Judicial Circuit in and for Miami-Dade County, Florida, or in the United States District Court in and for the Southern District of Florida.
- 3.14.3 The plans prepared by the Consultant and its Sub-consultants under this Agreement shall follow security requirements of the Transportation Security Administration, 49 C.F.R. Parts 1500 et alia Civil Aviation Security Rules and other MDAD Security Procedures and shall bear the following warning:

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

- 3.14.4 In accordance with Florida Statutes § 119.07(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 Constitution of the State of

Florida. Information made exempt by this paragraph, with prior approval from the Department, may be disclosed to another entity to perform its duties and responsibilities; to a licensed architect, engineer, or contractor who is performing work on or related to the project; or upon a showing of good cause before a court of competent jurisdiction. The entities or persons receiving such information shall maintain the exempt status of the information.

- 3.14.5 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.
- 3.15 **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.
- 3.16 **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.
- 3.17 **OWNER REPRESENTATIVE:** The Owner will assign a Project Manager to the Project to coordinate all Owner responsibilities under this Agreement. All instructions from the Owner to the Consultant, shall be issued by or through the Project Manager. The Consultant shall promptly inform the Project Manager in writing of any instructions received from others and of any other circumstances which arise that might affect the performance of the Services or of the work.
- 3.18 **SECURED AREAS/AIRFIELD OPERATIONS AREA/SECURITY IDENTIFICATION DISPLAY AREA/STERILE AREAS SECURITY:**
- 3.18.1 The Consultant acknowledges and accepts full responsibility for compliance with all applicable federal, state, and local laws, rules and regulations including those of the Transportation Security Administration ("TSA"), Department of Homeland Security Administration ("DHS"), Federal Aviation Administration ("FAA") and MDAD as set forth from time to time relating to Contractor's activities at the Miami International Airport ("MIA" or the "Airport").
- 3.18.2 In order to maintain high levels of security at MIA, the Consultant must obtain MDAD photo identification badges for all the Consultant employees working in the secured areas, AOA, security identification

display area ("SIDA"), sterile areas, or any other restricted areas of the Airport. All Consultant employees will be required to obtain photo identification badges and will be subject to fingerprint-based criminal history records checks.

- 3.18.3 The Consultant shall be responsible for requesting MDAD to issue identification badges to all employees who the Consultant requests be authorized access to the secured areas, AOA, SIDA, sterile areas, and any other restricted areas of the Airport and shall be further responsible for the immediate reporting of all lost or stolen identification badges and the immediate return of the Identification badges of all personnel transferred from Airport assignment or terminated from the employ of the Consultant or upon final acceptance of the work or termination of this Agreement. The Consultant will be responsible for fees associated with lost and unaccounted for badges as well as the fee(s) for fingerprinting and identification issuance.
- 3.18.4 All employees of the Consultant, or Sub-consultants who must work within MDAD secured areas, AOA, SIDA, sterile areas or any other restricted areas at Miami International Airport shall be supplied with MDAD identification badges as specified above, which must be worn at all times while within the referenced areas. Identification badges shall be worn on outer garments above the waist so as to be clearly visible in order to distinguish, on sight, employees assigned to a particular contractor. Each employee must complete the SIDA training program conducted by MDAD and comply with all other TSA, DHS, FAA and MDAD requirements as specified by MDAD at the time of application for the identification badge before an identification badge is issued. At the present time, MDAD Security and Safety Identification Section regularly provides SIDA training.
- 3.18.5 Consultant ramp permits will be issued to the Consultant authorizing vehicle entrance to the AOA through specified MDAD guard gates for the term of any project. These permits will be issued only for those vehicles (including vehicles belonging to a Sub-consultant) that must have access to the site during the performance of the work. These permits will be only issued to company owned vehicles or to company leased vehicles (leased from a commercial leasing company). AOA decals, passes, or permits to operate within the AOA will not be issued to privately owned or privately leased vehicles. All vehicles operating within the AOA must have conspicuous company identification signs (minimum of three inch (3") lettering) displayed on both sides of the vehicle.

All vehicles operating within the AOA must be provided with the Automobile Liability Insurance required elsewhere in this Agreement. Proof of such insurance shall be provided to MDAD Airside Operations Division upon request.

3.18.6 Only Consultant staff with pictured MDAD identification badges shall be allowed to operate a motor vehicle on the AOA without MDAD escort. The Consultant shall require such employee to have a current, valid, appropriate Florida driver's license and to attend and successfully complete the AOA Driver Training Course conducted periodically by the Department. The privilege of a person to operate a motor vehicle on the AOA may be withdrawn by the Department because of violation of AOA driving rules or loss of Florida driver's license.

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

The Consultant acknowledges and understands that these provisions are for the protection of all users of the AOA and are intended to reduce the incidence of thefts, cargo tampering, aircraft sabotage, and other unlawful activities at the Airport and to maximize compliance with TSA, DHS, FAA, Federal Inspection Services ("FIS") agencies, and MDAD access control policies and procedures.

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

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

- 3.18.10 Notwithstanding the specific provisions of this article, the Owner shall have the right to add to, amend, or delete any portion hereof in order to meet reasonable security requirements of MDAD or of the TSA/DHS/FAA/FIS agencies.
- 3.18.11 The Consultant shall ensure that all employees so required participate in such safety, security, and other training and instructional programs, as MDAD or appropriate federal agencies may from time to time require.
- 3.18.12 Consultant agrees that it will include in all contracts and subcontracts with its MIA Sub-consultants, service providers, and suppliers an obligation by such parties to comply with all security requirements applicable to their operations at the airport. The Consultant agrees that in addition to all remedies, penalties, and sanctions that may be imposed by TSA, DHS, FAA, FIS agencies or MDAD upon Consultant's Sub-consultants, suppliers, and their individual employees for a violation of applicable security provisions, the Consultant shall be responsible to the Owner for all such violations and shall indemnify and hold the Owner harmless for all costs, fines and penalties arising therefrom, such costs to include reasonable attorneys' fees.
- 3.19 NON-EXCLUSIVITY: Notwithstanding any provision of this Non-Exclusive Agreement, the Owner is not precluded from retaining or utilizing any other Architect, Engineer, Design Professional or other consultant to perform any incidental Basic Services, Additional Services or other Professional Services within the contract limits defined in the agreement. The Consultant shall have no claim against the Owner as a result of the Owner electing to retain or utilize such other Architect, Engineer, Design Professional or other consultant to perform any such incidental Services.
- 3.20 CONTINUED ENGAGEMENT OF CRITICAL PERSONNEL: In accordance with Miami-Dade County Resolution No. 744-00, the Consultant shall identify in Appendix 2, attached hereto, the specific technical or professional personnel to perform the necessary services under this Agreement. Such personnel shall not be replaced except when the Owner determines, in its discretion, that the proposed replacement personnel have equal or greater qualifications or capabilities to perform the necessary services.
- 3.21 CONSULTANT RESPONSIBILITY:
- 3.21.1 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 Sub-consultants), within the specified time period and specified cost. The Consultant shall perform the work utilizing the skill, knowledge and judgment ordinarily possessed and used by a proficient consulting

consultant with respect to the disciplines required for the performance of the work in the State of Florida. The Consultant is responsible for, and represents that the work conforms to the Owner's requirements as set forth in the Agreement. The Consultant shall be and remain liable to the Owner for all damages in accordance with applicable law caused by any failure of the Consultant or its Sub-consultants to comply with the terms and conditions of the Agreement or by the Consultant's or Sub-consultants' misconduct, unlawful acts, negligent acts, errors or omissions in the performance of the Agreement. The Consultant is responsible for the performance of work by Sub-consultants and in approving and accepting such work, ensure the professional quality, completeness, and coordination of Sub-consultant's work.

3.21.2 In addition to all other rights and remedies that the Owner may have, the Consultant shall, at its expense, re-perform the services to correct any deficiencies that result from the Consultant's failure to perform in accordance with the above standards. The Consultant shall also be liable for the cost of 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 or for the period of design liability required by applicable law.

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

Within Owner's written notification of deficient, defective services, Consultant shall be provided information regarding the Owner's process of appeal in effect at the time that may be afforded to the Consultant.

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

- 3.23 ENTIRETY OF AGREEMENT: This Agreement represents the entire and integrated Agreement between the Owner and the Consultant and supersedes all prior negotiations, representations or agreements between the parties hereto, either written or oral, pertaining to the project(s). This Agreement shall not be amended except by written Amendment.
- 3.24 PROMPT PAYMENT: It is the policy of Miami-Dade County that payment for all purchases by County agencies and the Public Health Trust shall be made in a timely manner and that interest payments be made on late payments. In accordance with Florida Statutes, Section 218.74 and Section 2-8.1.4 of the Miami-Dade County Code, the time at which payment shall be due from the County or the Public Health Trust shall be forty-five (45) days from receipt of a proper invoice. The time at which payment shall be due to small businesses shall be thirty (30) days from receipt of a proper invoice. All payments due from the County or the Public Health Trust, and not made within the time specified by this section, shall bear interest from thirty (30) days after the due date at the rate of one percent (1%) per month on the unpaid balance. Further, proceedings to resolve disputes for payment of obligations shall be concluded by final written decision of the County Manager, or his or her designee(s), not later than sixty (60) days after the date on which the proper invoice was received by the County or the Public Health Trust.
- 3.25 CERTIFICATION OF WAGE RATES: In accordance with Florida Statute 287.055, 5(a), the Consultant firm hereby certifies and warrants that wage rates and other factual unit costs, as submitted in support of the compensation provided are accurate, complete and current as of the date of this Agreement. It is further agreed that said compensation shall be adjusted to exclude any significant costs where the County shall determine that the contract price of services was increased due to inaccurate, incomplete or unclear wage rates or other factual unit costs. All such contract compensation adjustments shall be made within one (1) year from the date of final billing or acceptance of the work by the County, or one (1) following the end of the contract, whichever is later.
- 3.26 ETHICS COMMISSION: Pursuant to Section 2-11.1(w) of the Code of Miami-Dade Ethics Commission has jurisdiction over Consultants and vendors. The Consultant firm must provide the Ethics Commission with a written report regarding its compliance with any restriction contained in the advisory opinion issued by the Ethics Commission to the Consultant firm, sub-consultants, or team members within ninety (90) days of each task assignment. The report must be submitted to the Executive Director, Commission on Ethics and Public Trust at 19 West Flagler St., Suite 207, Miami, Florida 33130.
- 3.27 TRUTH IN NEGOTIATION: Pursuant to A.O. 3-39 and Florida Statutes Chapter 287.055 5(a): For all lump sum costs or costs plus a fixed fee contract in which a fee will exceed One Hundred Fifty Thousand Dollars (\$150,000; 287.017 – category four), the County will require the firm receiving the award to execute a Truth-In-Negotiation Certificate as required by Chapter 287, Florida Statutes.

- 3.28 **SUSTAINABLE BUILDINGS PROGRAM:** Pursuant to Implementing Order 8-8, design of this project shall meet the standards delineated in Article 7. The Consultant shall demonstrate compliance by completing a formal certification process with the U.S. Green Building Council (USGBC), or as otherwise directed by the Owner.
- 3.29 **EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY):** Consultant is required to enroll in the United States Citizenship and Immigration Services E-Verify system, and to utilize that system to verify the employment eligibility of all persons performing work for the Consultant under this Agreement. Consultant shall incorporate this requirement into all of its subcontracts as well.

#### **ARTICLE 4 SERVICES TO BE PERFORMED**

- 4.1. **SERVICE ORDER PROCEDURES:** 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 prior to the receipt of an appropriate Service Order. The Consultant is not entitled to any amount of work 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 work requested by the Owner. This proposal should include appropriately defined deliverables and an implementation and phasing plan to complete the work within the time frames requested by the Owner. Prior to submitting an invoice, the Consultant acknowledges and agrees that the services will be reviewed by the County during a three (3) week period to ensure professional quality, technical accuracy, completeness, and whether the services were coordinated and performed within the specified time period and specified cost as provided by this Agreement (including the work performed by Sub-consultants). 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 work. In the event of any conflicting provisions (with respect to scope of services) between this article and the Service Order, the provisions (with respect to scope of services) of the Service Order shall prevail.

- 4.1.2. The proposal that the Consultant submits shall, as a minimum, include:
- a. The number of personnel for each service classification to be used for the requested scope of services. Service classifications shall be limited to those listed in the Fee Schedule included in Appendix 3 of this Agreement. Other service classifications may be proposed where highly specialized disciplines are required. For any other service classifications proposed for a particular assignment, the Consultant shall submit a classification description and a justification for needing the additional classification(s). Such other classifications shall only be authorized by Service Order. The use of or rejection of such other job classifications shall be at the sole discretion of the Owner.
  - b. The current rates for all personnel proposed. Wage rates shall not exceed the rates in the Fee Schedule in Appendix 3 of this Agreement.
  - c. The estimated number of hours for each individual proposed, and a total to be paid to the Consultant for each assigned individual. These individual totals shall be summed to show the total personnel costs being proposed by the Consultant for the indicated scope of work.

4.2. SUMMARY OF SERVICES: The scope of work provides for professional services to be performed for Aviation Acoustical and Land Use Compatibility Planning services for the Miami-Dade Aviation Department at Miami International Airport and the five (5) County owned auxiliary airports which include Kendall-Tamiami Executive Airport, Opa-Locka Executive Airport, Opa-Locka West, Homestead General Aviation Airport and Dade Collier Training and Transition Airport. The Consultant's services shall include, but shall not necessarily be limited to, the following:

4.2.1. Airport / Community Land Use Compatibility Issues

Provide deliverables listed in a format approved by the Owner as required.

4.2.2. Aircraft Noise Abatement Studies

Provide deliverables listed in a format approved by the Owner as required.

4.2.3. Environmental Assessments (EA)

Provide deliverables listed in a format approved by the Owner as required.

4.2.4. Environmental Impact Studies (EIS)

Provide deliverables listed in a format approved by the Owner as required.

4.2.5. Noise Abatement Studies and Noise Modeling Using Available FAA Models

Provide deliverables listed in a format approved by the Owner as required.

4.2.6. FAR Noise 150 Studies

Provide deliverables listed in a format approved by the Owner as required.

4.2.7. Wildlife Hazard Management Studies

Provide deliverables listed in a format approved by the Owner as required.

4.3. STANDARDS

4.3.1. All work will be performed in accordance with Federal Aviation Administration (FAA) standards.

4.3.2. All work will be performed in accordance with MDAD standards.

4.4. DELIVERABLES

4.4.1. Deliverables will change depending type of Service Order.

4.4.2. Deliverables will be specified in the Service Order.

4.5. SERVICES REQUIREMENTS: In furnishing the Services to perform the tasks set out in this article, the Consultant shall:

4.5.1. Maintain adequate staff of qualified personnel on the work at all appropriate times to achieve its completion within the term specified in the applicable Service Order.

4.5.2. Cooperate to the fullest extent possible with the Department and the FAA and/or other regulatory agencies, as applicable, in the scheduling and coordination of all phases of the work.

4.5.3. Report the status of the work to the Department upon reasonable request and hold pertinent data, calculations, field notes, records, sketches, and other products open to the reasonable inspection of the Department.

4.5.4. Submit for Department review computations, sketches, and other data representative of the work's progress at the percentage stages of

completion which may be stipulated in the applicable Service Order. Submit for Department approval the final products upon incorporation of any modifications by the Department.

- 4.5.5. Confer with the Department as project required, during implementation of projects for which the Consultant has provided services as to interpretation of studies and other documents, correction of errors, omissions, and so forth. The Consultant shall not be compensated for the correction of errors and omissions caused by Consultant.

## **ARTICLE 5 COMPENSATION FOR SERVICES**

Owner agrees to pay to the Consultant and the Consultant agrees to accept for all Services rendered pursuant to this Agreement, the amounts determined in accordance with this article. No payment will be made to the Consultant for work performed without a Service Order.

- 5.1 **PAYMENT FOR SERVICES:** The fee for Services authorized in accordance with this Agreement will be computed by one (1) of the following three methods:

1. Flat Rate
2. Not to Exceed
3. Fixed Lump Sum

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

5.1.1.1 Flat Rate: When approved based on resume qualifications and experience, compensation to the Consultant for Services shall be on the basis of flat rates in accordance with the approved fee schedule included in Appendix 3 to this Agreement. Any other classifications that may be used during the course of performing the Services and the hourly rate for such classifications shall only be authorized by Service Order.

5.1.1.2 Not to Exceed: Under this compensation basis, the Consultant is compensated for the actual time of personnel engaged directly in performing Services under this Agreement. In addition, the Consultant is compensated for other related services necessary to complete the services. A not to exceed cap for the total fee for each assignment given under this compensation basis shall be established prior to the issuance of the Service Order. The compensation method shall be in accordance with the fee schedule included as Appendix 3 to this Agreement.

5.1.1.3 Agreed Lump Sum: Under this compensation basis, the

Consultant agrees to perform specifically described Services for an agreed fixed dollar amount of compensation.

- 5.1.2 Compensation for authorized overtime services must be approved in writing by the Owner prior to incurring overtime charges. For Employees that are salaried and are not required to be paid, time and one half for work over Forty (40) hours. Forty (40) hours multiplied by the base pay rate (\$) multiplied by the appropriate multiple (M) based on whether the Services are Additional or Work Site; plus Hours Worked Beyond Forty (40) Hours During Week (Hrs) multiplied by the pay rate (\$) multiplied by 1.1. Using conventions contained in Microsoft Excel, the equation for this would be:

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

For Employees that are on an hourly basis and are required to be paid at a time and one half overtime rate. Hours Worked Beyond Forty (40) Hours During Week (Hrs) multiplied by the premium pay rate (\$\*1.5) and then multiplied by 1.1. Using conventions contained in Microsoft Excel, the equation for this would be:

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

*EXAMPLE*

*Hours worked during week = 50*

*Pay rate = \$30/hr.*

*Multiplier = 2.65*

$$(40*30*2.65) + (10*30*1.1) = 3180+330 = \$3510 \text{ or}$$

*EXAMPLE*

*Hours worked during week = 50*

*Pay rate = \$30/hr.*

*Multiplier = 2.65*

$$(40*30*2.65) + (10*30*1.5*1.1) = 3180+495 = \$3675$$

- 5.1.3 NON-COMPENSABLE CHARGES: Consultant shall not invoice Owner for charges for office, rent or overhead expenses of any kind, including but not limited to, insurance, local telephone and utility charges, office/drafting supplies, depreciation of equipment, professional dues, subscriptions, reproduction of drawings and/or specifications, mailing, stenographic, nor shall it invoice for other employee time or travel and substance not directly related to the project. The above Compensation shall cover all such costs pertinent to the project.

- 5.2 **INVOICES AND METHODS OF PAYMENT:** The Consultant shall submit monthly to the Project Manager, two (2) copies of a duly certified invoice for payments stating that the Services have been performed per this Agreement. A copy of the applicable Service Order shall accompany the original copy of the invoice. Invoices shall include the names, classification, salary rate per hour, hours worked, and total charge for all personnel directly engaged on the project. Additional format requirements, content and submittal date of the invoice shall be as specified by the Project Manager. The Owner shall make payment in accordance with the provisions of Chapter 218 of the Florida Statutes. However, the Owner may reject the invoice in whole or in part. If rejected, the Owner shall notify the Consultant in writing specifying the deficiencies and corrective action required. If the Owner rejects only a part of the invoice, the Owner shall pay the undisputed portion of the invoice on a timely basis. Rejected or partially rejected invoices shall be corrected by the Consultant and resubmitted to the Project Manager for payment. Resubmitted partially rejected invoices shall separately indicate the previously undisputed amount of the invoice.
- 5.3 **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), unless such Services have been performed satisfactorily and the charges are payable to such Sub-consultant(s) pursuant to this Agreement. 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. Compensation rate to Sub-consultants authorized by the Owner as Services shall not exceed the Consultant's rates above unless otherwise approved in writing in advance by the Owner. All pay compensation rate to Sub-consultants authorized by the Owner shall not exceed the Consultant's rates contained herein unless otherwise approved in advance by the Owner.
- 5.4 **CONSEQUENCE FOR NON-PERFORMANCE:** The cost of any damages incurred by the Owner as a result of errors or omissions in the Consultant's services and/or of the Consultant's failure to complete its services in the time specified in a Service Order shall be deducted by the Owner from each invoice until such time as the cost of those damages have been fully recovered by the Owner.
- 5.5 **PAYMENT FOR TERMINATED, SUSPENDED, OR ABANDONED SERVICES:** In the event of termination or suspension of the Services or abandonment of the Agreement, the Consultant shall be compensated as provided for below.

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

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

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

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

5.6 PAYMENT FOR REIMBURSABLE EXPENSES: Reimbursable Expenses as described below will be reimbursed by the Owner as substantiated by a Service Order and verified by appropriate bills, invoices or statements.

5.6.3 Unless otherwise specifically authorized by Service Order, Reimbursable Expenses shall be limited to:

5.6.3.3 Sub-consultants, 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 for the accomplishment of the Services. Reimbursable Services are those that are beyond the service requirements outlined in the Summary of Services in article 3.

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

- 5.6.3.5 Cost of printing and reproduction not otherwise provided by the Owner. 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.
- 5.6.3.6 Cost of acquiring Project Specific Professional Liability Insurance by the Consultant.
- 5.6.4 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.
- 5.6.5 Parking fees at Miami International Airport are specifically excluded as a Reimbursable Expense.
- 5.7 **MAXIMUM PAYABLE FOR SERVICES:** The aggregate sum of all payments to the Consultant for Services shall not exceed **Five Hundred Fifty Thousand Dollars (\$550,000.00)**. Of this aggregate amount, the dollar allocation is **Five Hundred Fifty Thousand Dollars (\$550,000.00)** for the five (5) year term of the agreement. Any portion of these sums for which the Project Manager does not authorize payment in writing shall remain the property of Owner.
- 5.8 **MAXIMUM PAYABLE FOR REIMBURSABLE EXPENSES:** The aggregate sum of all payments to the Consultant for Reimbursable Expenses shall not exceed **Fifty Thousand Dollars (\$50,000)** for the five (5) year term of the agreement. Any portion of these sums for which the Project Manager does not authorize payment in writing shall remain the property of Owner.
- 5.9 **INSPECTOR GENERAL (IG) DEDICATED ALLOWANCE ACCOUNT:** One (1) dedicated Allowance Account is hereby established to pay for mandatory random audits by the County's Inspector General pursuant to Miami-Dade County Ordinance No. 97-215 for MDAD. The amount for the Inspector General dedicated Allowance Account for MDAD is hereby set at **One Thousand Three Hundred Seventy-Five Dollars (\$1,375.00)**. The Consultant shall have no entitlement to any of these funds. The Owner retains all rights to these funds, may expend these funds at its sole discretion, and any funds not expended from these audit accounts remain the property of the County.
- 5.10 **TOTAL AUTHORIZED AMOUNT FOR THIS AGREEMENT:** The total authorized amount for this Agreement, including Reimbursable Expenses and dedicated Allowance Account is **Five Hundred Fifty-One Thousand Three Hundred Seventy-Five Dollars (\$551,375.00)**.

**ARTICLE 6**  
**EQUAL EMPLOYMENT OPPORTUNITY AND AFFIRMATIVE ACTION**

- 6.1 **EQUAL EMPLOYMENT OPPORTUNITY:** The Consultant shall not discriminate against any employee or applicant for employment because of age, sex, race, color, religion, marital status, place of birth or national origin, ancestry, nor in accordance with the Americans with Disabilities Act, discriminate against any otherwise qualified employees or applicants for employment with disabilities who can perform the essential functions of the job with or without reasonable accommodation. The Consultant shall take affirmative actions to ensure that applicants are employed and that employees are treated during their employment without regard to age, sex, race, color, religion, marital status, place of birth or national origin, ancestry, or disability. Such actions include, but not limited to, the following: Employment, upgrading, transfer or demotion, recruitment, recruitment advertising, layoff or termination, rates of pay or other forms of compensation, selection for training including apprenticeship.

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

The Consultant shall assign responsibility to one of its officials to develop procedures that will assure that the policies of equal employment opportunity and affirmative action are understood and implemented.

- 6.2 **NONDISCRIMINATORY ACCESS TO PREMISES:** The Consultant, for itself, its personal representatives, successors in interest, and assigns, as part of the consideration hereof, does hereby covenant and agree as a covenant that: (1) no person on the grounds of race, color, sex, national origin or ancestry shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of the premises; (2) that the Consultant shall use the premises in compliance with all other requirements imposed by or pursuant to the enforceable regulations of the Department of Transportation("DOT").
- 6.3 **BREACH OF NONDISCRIMINATION COVENANTS:** In the event it has been determined that the Consultant has breached any enforceable nondiscrimination covenants contained in sub-article 7.1 Equal Employment Opportunity and sub-article 7.2 Nondiscriminatory Access to Premises above, pursuant to the complaint procedures contained in the applicable federal regulations, and the Consultant fails to comply with the sanctions and/or remedies which have been

prescribed, the County shall have the right to terminate this Agreement pursuant to sub-article 3.7 Termination of Agreement hereof.

- 6.4 **NONDISCRIMINATION:** During the performance of this Agreement, the Consultant agrees as follows: The Consultant shall, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to age, sex, race, color, religion, marital status, place of birth or national origin, ancestry, physical handicap or disability. The Consultant shall furnish all information and reports required by Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 and by rules, regulations, and orders of the Secretary of labor, or pursuant thereto, and will permit access to Consultant books, records, accounts by the County and compliance review agencies for purposes of investigation to ascertain by the compliance with such rules, regulations, and orders. In the event of the Consultant's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, and orders, this Agreement may be cancelled, terminated, or suspended in whole or in part in accordance with the Termination of Agreement sub-article hereof and the Consultant may be declared ineligible for further contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 and such sanctions as may be imposed and remedies invoked as provided in Executive Order 11375 and such sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 as amended or by rules, regulations, and orders of the Secretary of Labor, or as otherwise provided by law.

The Consultant will include sub-article 6.1 Equal Employment Opportunity and sub-article 6.2 Nondiscriminatory Access to Premises of this article in Consultant sub-contracts in excess of \$10,000.00, unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375, so that such provisions will be binding upon each Sub-consultant.

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

- 6.5 **DISABILITY NONDISCRIMINATION AFFIDAVIT:** By entering into this Agreement with the County and signing the Disability Nondiscrimination Affidavit, the Consultant attests that this is not in violation of the Americans with Disabilities Act of 1990 (and related acts) or Miami-Dade County Resolution No. R-385-95. If the Consultant or any owner, subsidiary or other firm affiliated with or related to the Consultant is found by the responsible enforcement officer of the Courts or the County to be in violation of the act or the resolution, such violation

shall render this Contract terminable in accordance with the Termination of Agreement sub-article hereof. This contract shall be void if the Consultant submits a false affidavit pursuant to this resolution or the Consultant violated the act or the resolution during the term of this contract, even if the Consultant was not in violation at the time it submitted its affidavit.

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

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

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

- 6.7 **SANCTIONS FOR CONTRACTUAL VIOLATIONS:** This Agreement provides 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 Miami-Dade County Administrative Order (A.O.) 3-39 may result in the imposition of one (1) or more of the sanctions listed in the A.O.
- 6.8 **UTILIZATION REPORT:** Pursuant to Miami-Dade County A.O. 3-32 which details the Community Business Enterprise (CBE-A&E) Program, A.O. 3-22 which details the Community Small Business Enterprise (CSBE) Program, and/or A.O. 3-39 which details the Standard Process For Construction Of Capital Improvements, Acquisition Of Professional Services, Construction Contracting, Change Orders and Reporting, the prime consultant is required to file utilization reports ("UR") with the Miami-Dade County contracting department monthly, unless designated otherwise. The UR is required to accompany every invoice

which is due on or before the tenth (10th) working day following the end of the month the report covers. The UR should indicate the amount of contract monies received and paid as a prime consultant, including payments to subconsultant(s) (if applicable), from the County pursuant to the project. Authorized representatives of each listed subconsultant(s) shall sign the report, verifying their participation in the work contracted and receipt of the monies listed. The monthly reports are to be submitted to the Miami-Dade Department of Small Business Development (SBD), 111 N.W. 1<sup>st</sup> Street, 19<sup>th</sup> Floor, Miami, Florida, 33128, in the format attached hereto as Exhibit "A" titled "Utilization Report - Miami-Dade County Work".

- 6.9 CONTRACT MEASURES: There are no contract measures applicable to this Agreement.

## ARTICLE 7 SPECIAL PROVISIONS

- 7.1 The scope of this Project is:

The scope of work provides for professional services to be performed for Aviation Acoustical and Land Use Compatibility Planning services for the Miami-Dade Aviation Department ("MDAD") at Miami International Airport ("MIA") and the five (5) County owned auxiliary airports which include Kendall-Tamiami Executive Airport, Opa-Locka Executive Airport, Opa-Locka West, Homestead General Aviation Airport and Dade Collier Training and Transition Airport. The project/studies which the Department may implement are based on the following areas:

### Acoustical & Environmental Planning

- Airport / community land use compatibility issues
- Aircraft noise monitoring studies
- Airspace flight track management studies
- Environmental Assessments (EA)
- Environmental Impact Studies (EIS)
- Noise abatement studies & noise modeling using latest available FAA models
- FAR Part 150 studies
- Wildlife Hazard Management Studies

- 7.2 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 to the Miami-Dade Aviation Department because this Agreement is either financed by aviation revenue bonds, or funded by aviation revenue, which are subject to federal regulations.

- 7.4 Article 3.28, Sustainable Buildings Program, is hereby deleted in its entirety.

7.5 Article 6.8, Utilization Report, is hereby deleted in its entirety.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

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)**

Environmental Science Associates Corp.  
Legal Name of Corporation

ATTEST:

Secretary: [Signature] By: Gary J. Otes  
Signature and Seal Consultant - Signature  
Craig Thornton, Secretary Gary J. Otes, President + CEO  
Type Name Type Name & Title

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

Witness: \_\_\_\_\_ By: \_\_\_\_\_  
Legal Name  
Signature  
Witness: \_\_\_\_\_  
Type Name

**MIAMI-DADE COUNTY BOARD OF COUNTY COMMISSERS**

Legal Sufficiency: \_\_\_\_\_ Date: \_\_\_\_\_  
Assistant County Attorney

ATTEST:

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

BY: \_\_\_\_\_ By: \_\_\_\_\_  
Deputy Clerk Mayor

(Miami-Dade County Seal)

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**APPENDIX 1**  
**PRINCIPALS OF THE CONSULTANT**

Name	Title
Michael R. Arnold, LEED AP	Vice President/Principal
Steven Alverson	Vice President/Principal

**APPENDIX 2**

**CRITICAL PERSONNEL  
(Per Article 3.20)**

<b>STAFF PERSON</b>	<b>TITLE</b>	<b>COMPANY</b>
<b>Michael Alberts</b>	<b>Project Manager</b>	<b>ESA</b>
<b>Steven Alverson</b>	<b>Vice President/ Principal</b>	<b>ESA</b>
<b>Michael Arnold</b>	<b>Vice President/ Principal</b>	<b>ESA</b>
<b>Sarah Brammell</b>	<b>Managing Consultant</b>	<b>ESA</b>
<b>Sean Burlingame</b>	<b>Consultant</b>	<b>ESA</b>
<b>Ron Seymour</b>	<b>Managing Consultant</b>	<b>ESA</b>
<b>Scott Sindel</b>	<b>Consultant</b>	<b>ESA</b>
<b>Julie Sullivan</b>	<b>Managing Consultant</b>	<b>ESA</b>

APPENDIX 3  
FEE SCHEDULE

Labor Category	Hourly Billing Rate
Principal	\$211.50
Project Manager	\$193.50
Managing Consultant	\$180.00
Senior Consultant	\$144.00
Consultant	\$130.50
Technical Specialist/Support	\$67.50

*MRG*  
*8-16-11*

E11-MDAD-01

**AFFIDAVITS**

E11-MDAD-01

**MIAMI-DADE COUNTY**  
**MIAMI-DADE AVIATION DEPARTMENT SINGLE EXECUTION AFFIDAVITS**

This sworn statement is submitted for:

PROJECT TITLE: **Acoustical & Land Use Compatibility Planning Services**

PROJECT NUMBER: **E11-MDAD-01**

COUNTY OF HILLSBOROUGH

STATE OF FLORIDA

Before me the undersigned authority appeared Michael R. Arnold (Print Name), who is personally known to me or who has provided as identification and who (did or did not) take an oath, and who stated:

That he/she is the duly authorized representative of

Environmental Science Assoc.  
(Name of Entity)

1715 N. Westshore Blvd. Suite 780 Tampa FL 33607  
(Address of Entity)

914-1161918131510  
Federal Employment Identification Number

hereinafter referred to as the Entity being its

Vice President  
(Sole Proprietor)(Partner)(President or Other Authorized Officer)

and as such has full authority to make these affidavits and say as follows.

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

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

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

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

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

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

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

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

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

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

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

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

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

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**CRIMINAL RECORD AFFIDAVIT  
PURSUANT TO SECTION 2-8.6 OF THE  
MIAMI-DADE COUNTY CODE**

Pursuant to Section 2-8.6 of the Code, the Entity must disclose, at the time the submission, if the Entity or any of its officers, directors, or executives have been convicted of a felony during the past (10) years. Failure to disclose such conviction may result in the debarment of the Entity who knowingly fails to make the required disclosure or to falsify information.

Indicate below if the above named Entity, as of the date of submission:

has not been convicted of a felony during the past ten (10) years, nor does it, as of the date of submission, have an officer, director or executive who has been convicted of a felony during the past ten (10) years.

\_\_\_\_\_ has been convicted of a felony during the past ten (10) years, or as of the date of submission, has an officer, director or executive who has been convicted of a felony during the past ten (10) years.cf

**MIAMI-DADE COUNTY WORK HISTORY DISCLOSURE**

LIST ALL CONTRACTS IN EFFECT WITH MIAMI-DADE COUNTY DURING THE LAST FIVE (5) YEARS:

CONTRACT DATE	DOLLAR AMOUNT OF ORIG.CONTRACT	FINAL AMOUNT OF CONTRACT	PERCENTAGE DIFFERENTIAL
---------------	--------------------------------	--------------------------	-------------------------

(1)

2007	\$ 400,000 (ON-CALL)	\$ 170,000	-58 %
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Name of Dept. & Summary of Services Performed

MIAMI-DADE AVIATION DEPARTMENT  
ON-CALL ACOUSTICAL & LAND USE  
COMPATIBILITY SERVICES

Litigation Arising out of Contract

NONE

CONTRACT DATE	DOLLAR AMOUNT OF ORIG.CONTRACT	FINAL AMOUNT OF CONTRACT	PERCENTAGE DIFFERENTIAL
---------------	--------------------------------	--------------------------	-------------------------

(2)

	\$ _____	\$ _____	_____ %
--	----------	----------	---------

Name of Dept. & Summary of Services Performed

Litigation Arising out of Contract

CONTRACT DATE	DOLLAR AMOUNT OF ORIG.CONTRACT	FINAL AMOUNT OF CONTRACT	PERCENTAGE DIFFERENTIAL
---------------	--------------------------------	--------------------------	-------------------------

(3)

\_\_\_\_\_ \$ \_\_\_\_\_ \$ \_\_\_\_\_ %

Name of Dept.  
& Summary  
of Services  
Performed

\_\_\_\_\_  
\_\_\_\_\_

Litigation  
Arising out  
of Contract

\_\_\_\_\_  
\_\_\_\_\_

(ADD EXTRA SHEET(S) IF NEEDED.)

A. How long has Entity been in business? 42 yrs

B. Has the Entity or the principals of the Entity ever done business under another name or with another firm? NO

**AFFIRMATION OF VENDOR AFFIDAVIT**

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. E11-MDAD-01 Federal Employer Identification No. (FEIN): 94 1698350

Contract Title: **Acoustical & Land Use Compatibility Planning Services**  
 Affidavits and Legislation/Governing Body

1. <i>Miami-Dade County Ownership Disclosure</i> Sec. 2-8.1 of the County Code	6. <i>Miami-Dade County Vendor Obligation to County</i> Sec. 2-8.1 of the County Code
2. <i>Miami-Dade County Employment Disclosure</i> County Ordinance No. 90-133, amending Section 2-8-1(d)(2) of the County Code	7. <i>Miami-Dade County Code of Business Ethics Article 1, Section 2-8.1(f) and 2-11(b)(1) of the County Code through (6) and (9) of the County Code and County Ordinance No. 00-1 amending Section 2-11.1 (c) of the County Code</i>
3. <i>Miami-Dade County Employment Drug-free Workplace Certification</i> Sec. 2-8.1.2(b) of the County Code	8. <i>Miami-Dade County Family Leave</i> Article V of Chapter 11 of the County Code
4. <i>Miami-Dade County Disability Non-Discrimination</i> Article 1, Section 2.8.1.6 Resolution R182-00 amending R-385-95	9. <i>Miami-Dade County Living Wage</i> Sec. 2-8.9 of the County Code (If applicable)
5. <i>Miami-Dade County Debarment Disclosure</i> Section 10-38 of the County Code	10. <i>Miami-Dade County Domestic Leave and Reporting</i> Article 8, Section 11A-60 11A-67 of the County Code

This single execution shall have the same force and effect as if each of the above affidavits had been individually executed.

[Signature]  
 (Signature of Authorized Representative)

Title VICE PRESIDENT

Date 6-22-11

STATE OF: Florida  
 COUNTY OF: Hillsborough

The above affidavits were acknowledged before me this 22 day of June, 2011

by Michael R. Arnold  
 (Authorized Representative)

of Environmental Science Assoc.  
 (Name of Corporation, Partnership, etc.)

who is personally known to me or has produced as identification and who did/did not take an oath.

[Signature]  
 (Signature of Notary)  
Laura A. Bartenfeld  
 (Print Name)

Notary Stamp or Seal:

Notary Commission Number: 8-15-2011 DD705440  
 My Commission Expires: 8-15-2011



**LAURA A. BARTENFELD**  
 NOTARY PUBLIC  
 STATE OF FLORIDA  
 Comm# DD705440  
 Expires 8/15/2011

**SUBCONTRACTOR/SUPPLIER LISTING  
PURSUANT TO SECTION 10-34 OF THE CODE**

Firm Name of Prime Entity/Respondent: ENVIRONMENTAL SCIENCE ASSOCIATES Project No. E11-MDAD-01

Project Name: Acoustical & Land Use Compatibility Planning Services

Business Name and Address of First tier Subcontractor/Subconsultant	Principal Owner	Scope of Work to be Performed by Subcontractor/Subconsultant	Subcontractor/Subconsultant Dollar Amount	(Principal Owner) Gender Race
N/A				
Business Name and Address of Direct Supplier	Principal Owner	Supplies/Materials/Services to be Provided by Supplier	Supplier Dollar Amount	(Principal Owner) Gender Race
N/A				

I certify that the certifications contained in this Subcontractor/Supplier Listing are to the best of my knowledge true and accurate

  
Prime Entity/Respondent Signature

MICHAEL R. ARNOLD  
Print Name

VICE PRESIDENT  
Print Title

6-22-11  
Date

(Duplicate if additional space is needed)

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

**(Insert Here)**

**AFF-8**

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**PROOF OF AUTHORIZATION TO DO BUSINESS**

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

**(Insert Here)**

# *State of Florida*

## *Department of State*

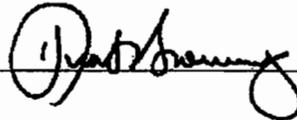
I certify from the records of this office that ENVIRONMENTAL SCIENCE ASSOCIATES A CALIFORNIA CORPORATION, doing business in Florida as ENVIRONMENTAL SCIENCE ASSOCIATES CORPORATION, is a corporation organized under the laws of California, authorized to transact business in the State of Florida, qualified on March 20, 2000.

The document number of this corporation is F00000001598.

I further certify that said corporation has paid all fees due this office through December 31, 2011, that its most recent annual report was filed on January 20, 2011, and its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

*Given under my hand and the Great Seal of Florida, at Tallahassee, the Capital, this the Twenty Second day of January, 2011*



*Secretary of State*



Authentication ID: 400192071884-012211-F00000001598

To authenticate this certificate, visit the following site, enter this ID, and then follow the instructions displayed.

<https://efile.sunbiz.org/certauthver.html>

**AFFIDAVIT**

**SCRUTINIZED COMPANIES WITH ACTIVITIES IN SUDAN  
OR IRAN PETROLEUM ENERGY SECTOR LISTS  
FLORIDA STATUTES 215.473**

Pursuant to 215.442, F.S., the { Consultant } ("Entity") must disclose, if the Entity or any of its officers, directors, or executives are doing certain types of business in or with Sudan or Iran.

Indicate below if the above named Entity, as of the date of submission:

has not engaged in commerce in any form in Sudan or Iran, including, but not limited to, acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, or any other apparatus of business or commerce.

\_\_\_\_\_ has engaged in commerce with Sudan or Iran, including, but not limited to, acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, or any other apparatus of business or commerce.

**CONSULTANT**

Environmental Science Associates Corp  
(Legal Name of Corporation)

**ATTEST:**

Secretary

(Signature and Seal)

By:

Consultant - Signature

Gary J. Oates  
(Type Name & Title)

Name: Gary W. Oates

President + CEO

(Type Name & Title)



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
07/19/2011

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

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

<b>PRODUCER</b> Woodruff-Sawyer & Co. 50 California Street, Floor 12 San Francisco CA 94111 (415) 391-2141	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL: _____ ADDRESS: _____	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Environmental Science Associates 225 Bush Street, Suite 1700 San Francisco, CA 94104	INSURER A: Greenwich Insurance Company	22322
	INSURER B: XL Specialty Insurance Company	37885
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES: CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURER	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liability <input checked="" type="checkbox"/> Stop Gap Employers GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	X	GEC001336708	01/01/2011	01/01/2012	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		AEC001336508	01/01/2011	01/01/2012	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	WEC0013377408	01/01/2011	01/01/2012	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liability Claims Made 10/1/89 Retro Date		PEC001336808	01/01/2011	01/01/2012	Ea. Occ: \$1,000,000 Agg: \$2,000,000 Retention: \$100,000

**Approved by MDAD**  
**Risk Management**  
*Sharon Moore*  
 9/8/11

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
P211422.00; Project No. E11-MDAD-01; Aviation Acoustical and Land Use Compatibility Planning Services. Miami-Dade County Florida, a political subdivision of the State of Florida, acting by and through its Board of County Commissioners which shall include its officials, successors, legal representatives and assigns are named additional insureds on General Liability coverage per endorsements CG 2010 07 04 and CG 2037 07 04 attached.

Policies contain a 30 day notice of cancellation and a 10 day notice of cancellation for non-payment of premium.

<b>CERTIFICATE HOLDER</b>  Miami-Dade County P.O. Box 025504 Miami, FL 33102-5504  LOAN #: ID #:	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE <i>Valerie Porter-Browne</i>
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NAMED INSURED: Environmental Science Associates  
POLICY NUMBER: GEC001336708

COMMERCIAL GENERAL LIABILITY  
CG 20 10 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – SCHEDULED PERSON OR  
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Miami-Dade County  P.O. Box 025504 Miami, FL 33102-5504	P211422.00; Project No. E11-MDAD-01; Aviation Acoustical and Land Use Compatibility Planning Services. Miami-Dade County Florida, a political subdivision of the State of Florida, acting by and through its Board of County Commissioners which shall include its officials, successors, legal representatives and assigns are named additional insureds on General Liability coverage per endorsements CG 2010 07 04 and CG 2037 07 04 attached.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

ADDITIONAL INSURED: Miami-Dade County Florida, a political subdivision of the State of Florida, acting by and through its Board of County Commissioners which shall include its officials, successors, legal representatives and assigns

NAMED INSURED: Environmental Science Associates  
POLICY NUMBER: GEC001336708

COMMERCIAL GENERAL LIABILITY  
CG 20 37 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
Miami-Dade County P.O. Box 025504 Miami, FL 33102-5504	P211422.00; Project No. E11-MDAD-01; Aviation Acoustical and Land Use Compatibility Planning Services. Miami-Dade County Florida, a political subdivision of the State of Florida, acting by and through its Board of County Commissioners which shall include its officials, successors, legal representatives and assigns are named additional insureds on General Liability coverage per endorsements CG 2010 07 04 and CG 2037 07 04 attached.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work"

at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

ADDITIONAL INSURED: Miami-Dade County Florida, a political subdivision of the State of Florida, acting by and through its Board of County Commissioners which shall include its officials, successors, legal representatives and assigns

MIAMI-DADE COUNTY  
BOARD OF COUNTY COMMISSIONERS  
OFFICE OF THE COMMISSION AUDITOR



Legislative Notes

**Agenda Item:** 8A4 and 8A5  
**File Number:** 112038 and 112039  
**Date of Analysis:** October 19, 2011

**Summary**

8A4: This resolution approves a Professional Services Agreement between Miami-Dade County and Landrum & Brown, Inc. (L&B) for Aviation Acoustical & Land-Use Compatibility Planning Services, Project No. E11-MDAD-01 in an amount not to exceed \$551,375, for a term of five (5) years.

*According to L&B's website, L&B was Founded in 1949, and is a global leader in airport and aviation planning. Working in a highly competitive consultancy environment, their team of qualified and experienced professionals has established a strong reputation for delivering innovative aviation planning solutions to clients in markets as diverse as North America, Europe, the Middle East, India, Greater China, Asia and Australasia. L&B's headquarter is located in 11279 Cornell Park Drive, Cincinnati, Ohio.*

8A5: This resolution approves a Professional Services Agreement between Miami-Dade County and Environmental Science Associates Corporation (ESA) for Aviation Acoustical & Land-Use Compatibility Planning Services, Project No. E11-MDAD-01 in an amount not to exceed \$551,375, for a term of five (5) years.

- *According to ESAC's website, ESAC has more than 300 professionals in 13 offices across the Western United States and Florida. They specialize in all aspects of project planning, environmental analysis and assessment, and regulatory compliance. For more than four decades they have guided integrated decision-making, developing innovative and workable solutions that inform development and restoration projects based on sound science, policy, and planning. ESAC partnerships include federal, state and local agencies, private developers, municipal utilities, and the public. ESA's headquarter is located in the San Francisco Bay Area.*

The scope of work for both vendors mentioned above provides for professional services to be performed for the Aviation Acoustical and Land-Use Compatibility Planning services for the Miami-Dade Aviation Department (MDAD) at Miami International Airport (MIA) and the five County owned auxiliary airports which include Kendall-Tamiami Executive Airport (TMB), Opa-locka Executive Airport (OPF), Opa-locka West, Homestead General Aviation Airport (X51) and Dade- Collier Training & Transition Airport (TNT). The services will be provided on a project-order basis for MDAD's Noise & Environmental Planning Division. The project/studies which MDAD may require are based on the following areas:

- Airport / community land-use compatibility issues
- Aircraft noise monitoring studies
- Airspace flight-track management studies
- Environmental Assessments (EA)
- Environmental Impact Studies (EIS)

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- Noise abatement studies & noise modeling using latest available FAA models
- Federal Aviation Regulation (FAR) Part 150 studies.

**In response to questions posed by the Office of the Commission Auditor, MDAD staff provided the following information:**

- Please explain why these items are being introduced as two separate items and not combined? *These items are separate because they award contracts, albeit for the same service, to two different companies. Each company reviews the contracts and signs. Referencing each contract with separate resolution numbers enables the County to address any issues with each company individually. Furthermore, North Terminal Consolidation Program (solicitation) calls for awarding two (2) separate PSA's.*
- Why is this needed now? *These types of contracts for Acoustical and Land Use Compatibility Planning are not new to MDAD. MDAD needs these contracts in-place to be able to perform Environmental Assessments (EA) and Environmental Impact Statements (EIS), that are require by the Federal Aviation Administration (FAA) when MDAD needs for example: the relocation of runway displaced thresholds, runway extensions, new runways, changes to departure and arrival procedures and any other airport project that may have an environmental impact/consequence for the communities surrounding MIA and General Aviation Airports. These contracts are also utilized to perform noise studies of proposed developments within airport grounds such as new engine test cells, cargo / maintenance buildings, and aircraft hangers. Noise Contours for MIA and General Aviation Airports are ran by the consultants and are generated by the FAA's Integrated Noise Model every two to three years.*
- Why can't the MDAD use the data/information from the previous contract? *The FAA requires MDAD to update this information. Also the previous PSA expired. Old data cannot be use when preparing new Environmental Assessments and / or Environmental Impact Statements. Airport operations changes from year to year, thus noise contours will also change, as well as other environmental issues.*
- Please include in what other airports has ESAC performed this type of work? *Environmental Science Associates as well as Landrum & Brown are Acoustical Consulting firms well known throughout the entire Aviation industry. During the past at MIA, ESA performed exceptionally every time a new project was assigned to them (during the past 13 years ESA has provided Acoustical Services with an outstanding track record). ESA is well verse of existing FAA and National Environmental policy Act (NEPA) requirements.*

*Some of the US airports that ESA has performed work are: Kissimmee Municipal Airport, Orlando International Airport, Gainesville regional Airport Lantana Airport, Chicago O'Hare International Airport, Seattle-Tacoma international Airport, Hartsfield Atlanta international Airport, Southwest Florida international Airport, San Francisco international Airport, Port of Portland, Denver International Airport, and Sacramento County Airport.*

- Is this an FAA requirement? *Yes, the FAA requires certain studies to be performed in order to make sure that there is not a negative impact as a result of the proposed alternative and/or change.*

- How long is the data/information valid for? *Noise Contours are usually valid for one to two years depending if aircraft operations at the airport have changed, but when an Environmental Study is started for a specific project the data must be new, and noise contours have to be updated.*
- Why aren't there any assigned measures for this PSA? Why is this insufficient availability? *There are no measures for this PSA because this work is very specialized and requires certification and not many companies are qualified to provide this service.*
- Why can't in-house MDAD staff perform this work by now? *MDAD does not have the equipment or the certifications to perform this service. The successful prime firm must be technically certified in Category 23.00 Aviation Acoustical & Land-Use Compatibility Planning Services.*

**Additional Information**

On March 6, 2007, the Board of County Commissioners, through R-215-07 and R214-07, approved two separate PSAs with L&B and ESA for Aviation Acoustical & Land-Use Compatibility Planning Services in the amount of \$501, 250, for a term of up to four years or until all the services were completed for each.

**Prepared by:** Michael Amador-Gil