

**Date:** February 7, 2012

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

Agenda Item No. 8(A)(4)

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

Resolution No. R-115-12

**Subject:** Award Recommendation for Professional Services Agreement with H. J. Ross Associates, Inc., for MIA Runway 12-30 Pavement Rehabilitation, Project No. E10-MDAD-01, in the amount of \$4,211,903.50

## RECOMMENDATION

It is recommended that the Board approve the attached Professional Services Agreement (PSA) with H. J. Ross Associates, Inc., in the amount of \$4,211,903.50, and authorize the Mayor or his designee to execute said agreement for and on behalf of the County.

**PROJECT NAME:** MIA Runway 12-30 Pavement Rehabilitation

**PROJECT NO.:** E10-MDAD-01

**CONTRACT NO.:** E10-MDAD-01

**PROJECT DESCRIPTION:** The Architect/Engineer (A/E) shall provide the following design services which shall include but not be limited to engineering design, engineering construction management, civil, electrical, and structural engineering. Services shall include preparing and/or generating topographic surveys, plans, contract documents, engineer's report(s), construction estimates, quality assurance/quality control, project management, and assisting the County with bidding and award, grant documentation, as well as work-site and work-related services during the construction phase. The A/E will be required to certify as-built drawings and the compliance of the construction to the design documents at the completion of the project.

**PROJECT LOCATION:** Miami International Airport

**CONTRACT PERIOD:** Five (5) years

**OPTION TO EXTEND:** None

**DELEGATED AUTHORITY:** The authority of the Mayor or designee to execute and implement this agreement is consistent with those authorities granted under the Code of Miami-Dade County. Additional delegation of authority includes exercising any termination provisions therein.

**BACKGROUND:** The Pavement Rehabilitation project involves Miami International Airport's (MIA) Runway 12-30 and Taxiways P, Q & R, including

the upgrading of all associated utilities, marking and center-line, edge and holdbar lighting. The construction scope of work consists of milling one inch of existing deteriorated flexible pavement and overlaying the same with three inches of new flexible asphalt with grooves, overlay of existing shoulders with isolated areas for full depth repair as needed, replacements of pavement center-line fixtures, elevated-edge lighting fixture, and restoration of existing pavement marking and grooving. The Runway 12-30 and Taxiways rehabilitation will provide the required reliability and safety for a primary runway at MIA, mitigate recurring pavement maintenance issues, and reduce associated operational impact closures.

Runway 12-30 was relocated and the adjacent taxiways reconfigured in the mid-1980s. Since then, MDAD has performed maintenance repairs on the pavement and electrical systems as needed. The rehabilitation parameters and timelines for all of MIA's pavement systems are established by an Integrated Airport Pavement Management System (IAPMS). The IAPMS is a requirement of the FAA to obtain federal funding on these projects.

**SELECTION PROCESS:**

Pursuant to Section 287-055, Florida Statutes, Sections 2-8-1 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 August 3, 2011, to review four submittals. A second-tier meeting was held August 23, 2011, to hear presentations, and to evaluate and rank the four firms that submitted as follows:

- |    |   |            |
|----|---|------------|
| 1. | H. J. Ross Associates, Inc.                 | 484 Points |
| 2. | Kimley-Horn and Associates, Inc.            | 462 Points |
| 3. | URS Corporation Southern                    | 462 Points |
| 4. | Burns & McDonnell Engineering Company, Inc. | 427 Points |

The top-ranked firm, H. J. Ross Associates, Inc., was found by the Selection Committee to have met the qualification requirements. Subsequently, the Mayor appointed a Negotiation Committee on August 30, 2011, and a negotiation meeting was held September 13, 2011, at which time a satisfactory agreement was negotiated with H. J. Ross Associates, Inc.

**COMMISSION DISTRICT:** District 6  
**APPROVAL PATH:** Board of County Commissioners  
**OCI A&E PROJECT NO.:** E10-MDAD-01  
**USING DEPARTMENTS:** Miami-Dade Aviation Department

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

**FISCAL IMPACT/FUNDING**  
**SOURCE:**

This project qualifies for up to 75% reimbursement from Federal Airport Improvement Funds (AIP) funds and up to 50% reimbursement from the Florida Department of Transportation (FDOT) for the non-AIP-eligible portion. The remainder will be funded from MDAD Reserve Maintenance

**PTP FUNDING:** No

**GOB FUNDING:** No

**PROPOSALS RECEIVED:** Four

**CONTINGENCY PERIOD:** 0

**IG FEE INCLUDED IN BASE CONTRACT:** Yes

**ART IN PUBLIC PLACES:** No

**BASE ESTIMATE:** \$1,894,000

**BASE CONTRACT AMOUNT:** \$1,894,000

**CONTINGENCY ALLOWANCE:** \$189,400  
(Section 2-8.1 Miami-Dade  
County Code)

**TOTAL DEDICATED ALLOWANCE:**

\$2,128,503.50

Inspector General	\$ 10,503.50
Surveying	\$ 160,000.00
Differing Site Conditions	\$ 650,000.00
Reimbursable Expenses	\$ 70,000.00
Work Site Services	\$1,238,000.00

**TOTAL AGREEMENT AMOUNT:**

\$4,211,903.50

**TRACK RECORD/MONITORING**

**FIRM:** H. J. Ross Associates, Inc.

**COMPANY PRINCIPAL:** Alvaro J. Piedrahita, P.E., Principal In-Charge/President  
Mariano O. Valle, P.E., Principal/Sr. Vice President  
Richard A. Waters, P.E., Principal/Vice President

**COMPANY LOCATION:** 201 Alhambra Circle, Suite 900  
Coral Gables, Florida 33134

**YEARS IN BUSINESS:** 65 years

**PREVIOUS AGREEMENTS WITH THE COUNTY WITHIN THE PAST FIVE (5) YEARS:** See attached Firm's History Report

**CONSULTANT PERFORMANCE:** A review of the Capital Improvements Information System (CIIS) evaluation, shows H. J. Ross Associates' average score is 3.7 (out of a possible score of 4.0), equating to satisfactory.

**COMPLIANCE DATA:** No violations

**REVIEW COMMITTEE:** Meeting Date August 18, 2010      Sign-off Date August 18, 2010

**RESPONSIBLE WAGES:** No

**REVIEW COMMITTEE ASSIGNED CONTRACT MEASURES:** DBE 23%

**CONTRACT MEASURE ACHIEVED AT AWARD:** DBE Sub-consultant goal as follows:

BND Engineering	19.0% Goal (\$800,261.66)
Nova Engineering	5.0% Goal (\$210,595.18)
BCC Engineering	5.0% Goal (\$210,595.18)
Rodolfo Ibarra, PE, PA	2.5% Goal (\$105,297.59)
Nifah and Partners Eng.	2.5% Goal (\$105,297.59)
CRJ & Associates	2.5% Goal (\$105,297.59)
Total	36.5% Goal (\$1,537,344.78)

**MANDATORY CLEARINGHOUSE:** N/A

**CONTRACT MANAGER:** Franklin Stirrup, fstirrup@miami-airport.com

**PROJECT MANAGER:** Franklin Stirrup, fstirrup@miami-airport.com



Deputy Mayor



# MEMORANDUM

(Revised)

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

**DATE:** February 7, 2012

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

**SUBJECT:** Agenda Item No. 8(A)(4)

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) (4)  
2-7-12

RESOLUTION NO. R-115-12

RESOLUTION APPROVING PROFESSIONAL SERVICES AGREEMENT BETWEEN MIAMI-DADE COUNTY AND H. J. ROSS ASSOCIATES, INC. FOR MIA RUNWAY 12-30 PAVEMENT REHABILITATION PROJECT NO. E10-MDAD-01; IN AN AMOUNT NOT TO EXCEED \$4,211,903.50; AND AUTHORIZING COUNTY MAYOR OR 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 this Board hereby awards the Professional Services Agreement Project No: E10-MDAD-01 to H. J. Ross Associates, Inc., in substantially the form attached hereto, for a term of five (5) years in the maximum contract amount of \$4,211,903.50, including the Inspector General Fee, all as set forth in the accompanying memorandum from the Mayor. The Board authorizes the Mayor or the Mayor's designee to execute the agreement; and authorizes the Mayor or Mayor's designee to exercise termination or cancellation provisions therein, and to enforce all terms and conditions thereof.

The foregoing resolution was offered by Commissioner **Jose "Pepe" Diaz**, 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	<b>absent</b>	
	Audrey M. Edmonson, Vice Chairwoman	<b>aye</b>	
Bruno A. Barreiro	<b>aye</b>	Lynda Bell	<b>aye</b>
Esteban L. Bovo, Jr.	<b>aye</b>	Jose "Pepe" Diaz	<b>aye</b>
Sally A. Heyman	<b>aye</b>	Barbara J. Jordan	<b>aye</b>
Jean Monestime	<b>aye</b>	Dennis C. Moss	<b>aye</b>
Rebeca Sosa	<b>aye</b>	Sen. Javier D. Souto	<b>absent</b>
Xavier L. Suarez	<b>aye</b>		

The Chairperson thereupon declared the resolution duly passed and adopted this 7<sup>th</sup> day of February, 2012. 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

**Christopher Agrippa**

By: \_\_\_\_\_  
Deputy Clerk

Approved by County Attorney as  
to form and legal sufficiency.

David M. Murray

# Memorandum



**Date:** July 14, 2011

**To:** Franklin Stirrup, Project Manager  
MDAD - Facilities

**From:** Milton L. Collins, Associate Director  
MDAD Minority Affairs Division *MJC*

**Subject:** Project: Runway 12/30 Pavement Rehabilitation  
Project No. E10-MDAD-01  
DBE Compliance Review

The Minority Affairs Division has completed its compliance review of proposals submitted for the above referenced Project for compliance with the Disadvantaged Business Enterprise (DBE) Program, as per the Code of Federal Regulations (49 CFR Part 26). The contract measure applicable to this project is a **DBE Subcontractor goal of 23%**.

On July 11, 2011, the Minority Affairs Division received from the Office of Capital Improvements, Bid Documents from four (4) firms for a DBE Compliance Review which are detailed below in Alpha/Numeric order.

## Burns & McDonnell

Burns & McDonnell submitted the required DBE Utilization Plan; the Schedule of Participation (SOP), and the Letter of Intent (LOI) committing to utilize: CES Consultants, inc. for Civil Engineering 10%; Hillers Electrical Engineering, Inc., for Electrical Engineering 5%; CRJ Associates, Inc., for Construction Inspections 5%; Westhorp & Associates, Inc. for Environmental Oversight 3% and Manuel G. Vera for Land Surveying 2%; as detailed in Table 1.

**Table 1**

Project No. E10-MDAD-01, MIA PAVEMENT REHABILITATION					
Proposer: BURNS & McDONNELL					
DBE Compliance Review					
DBE Certified Firms/Required Forms	DBE %	Certified *	Utilization	SOP	LOI
CES Consultants, Inc.	10.0%	YES	YES	YES	YES
Hillers Electrical Engineering, Inc.	5%	YES	YES	YES	YES
CRJ Associates, Inc.	5%	YES	YES	YES	YES
Westhorp & Associates	3%	YES	YES	YES	YES
Manuel G. Vera & Associates	2%	YES	YES	YES	YES
<b>Total DBE Goal</b>	<b>25.0%</b>				
<b>Contract Goal</b>	<b>23.0%</b>				
<b>Variance with Goal</b>	<b>2.0%</b>	<b>PROPOSER IS RESPONSIVE</b>			
* Source: SBD and Florida UCP data base					

**DBE Compliance Review MIA Pavement Rehabilitation**  
**July 14, 2011**  
**Page 2 of 4**

Burns & McDonnell has met the subcontractor goal of 25.0% (twenty-five) percent and is in compliance with the DBE Participation Provisions and the Code of Federal Regulations 49 CFR Part 26 (Attachment 1).

**H. J. Ross Associates**

H. J. Ross Associates submitted the required DBE Utilization Plan: the Schedule of Participation (SOP), and the Letter of Intent (LOI) committing to utilize: BND Engineers for Engineering Services 19%; Nova Consulting, Inc. for Civil Engineering 5%; BCC Engineering for Civil Engineering 5%; Rodolfo Ibarra for Civil Engineering 2.5%; Nifah and Partners Consulting Eng., for Engineering Services 2.5%; CRJ & Associates for Civil Engineering 2.5%; as detailed in Table 2:

**Table 2**

<b>Project No. E10-MDAD-01, MIA PAVEMENT REHABILITATION</b>					
<b>Proposer: H.J. ROSS ASSOCIATES</b>					
<b>DBE Compliance Review</b>					
<b>DBE Certified Firms/Required Firms</b>	<b>DBE %</b>	<b>Certified *</b>	<b>Utilization</b>	<b>SOP</b>	<b>LOI</b>
BND Engineers	19.0%	YES	Yes	YES	Yes
Nova Consulting, Inc.	5.0%	YES	Yes	YES	Yes
BCC Engineering	5.0%	YES	Yes	YES	Yes
Rodolfo Ibarra	2.5%	YES	Yes	YES	Yes
Nifah & Partners Consulting Engineering	2.5%	YES	Yes	YES	Yes
CRJ & Associates	2.5%	YES	Yes	YES	Yes
<b>Total DBE Goal</b>	<b>36.5%</b>				
<b>Contract Goal</b>	<b>23.0%</b>				
<b>Variance with Goal</b>	<b>13.5%</b>	<b>PROPOSER IS RESPONSIVE</b>			

\* Source: SBD and Florida UCP data base

H.J. Ross has met the subcontractor goal of 25.0% (twenty-five) percent and is in compliance with the DBE Participation Provisions and the Code of Federal Regulations 49 CFR Part 26 (Attachment 2).

**Kimley Horn and Associates**

Kimley Horn submitted the required DBE Utilization Plan; the Schedule of Participation (SOP), and the Letter of Intent (LOI) committing to utilize: CRJ & Associates, Inc. for Construction Services 10%; Hillers Electrical Engineering, Inc. for Electrical 10%; Keith & Associates, Inc. for Surveying 5%, as detailed in Table 3:

**DBE Compliance Review MIA Pavement Rehabilitation**  
**July 14, 2011**  
**Page 3 of 4**

**TABLE 3**

Project No. E10-MDAD-01, MIA PAVEMENT REHABILITATION					
Proposer: KIMLEY HORN AND ASSOCIATES, INC.					
DBE Compliance Review					
DBE Certified Firms/Required Forms	DBE %	Certified *	Utilization	SOP	LOI
CRJ & Associates, Inc.	10.0%	YES	YES	YES	YES
Hillers Electrical Engineering, inc.	10.0%	YES	YES	YES	YES
Keith & Associates, inc.	5.0%	YES	YES	YES	YES
<b>Total DBE Goal</b>	<b>25.0%</b>				
<b>Contract Goal</b>	<b>23.0%</b>				
<b>Variance with Goal</b>	<b>2.0%</b>	<b>PROPOSER IS RESPONSIVEVE</b>			
* Source: SBD and Florida UCP data base					

Kimley Horn and Associates has met the subcontractor goal of 25.0% (twenty-five) percent and is in compliance with the DBE Participation provisions and the Code of Federal regulations 49 CFR Part 26 (Attachment 3).

**URS Corporation**

URS Corporation submitted the required DBE Utilization Plan, the Schedule of Participation (SOP), and the Letter of Intent (LOI) committing to utilize: Hillers Electrical Engineering, Inc. for Electrical Engineering 15%, Nifah & Partners Consulting Inc., for Structural Engineering 5%; Manuel G. Vera and Associates for Surveying and Mapping 3%; as detailed in Table 4:

**TABLE 4**

Project No. E10-MDAD-01, MIA PAVEMENT REHABILITATION					
Proposer: URS CORPORATION					
DBE Compliance Review					
DBE Certified Firms/Required Forms	DBE %	Certified *	Utilization	SOP	LOI
Hillers Electrical Engineering, Inc.	15.0%	YES	YES	YES	YES
Nifah & Partners Consulting Engineering	5.0%	YES	YES	YES	YES
Manuel G. Vera & Associates	3.0%	YES	YES	YES	YES
<b>Total DBE Goal</b>	<b>23.0%</b>				
<b>Contract Goal</b>	<b>23.0%</b>				
<b>Variance with Goal</b>	<b>0.0%</b>	<b>PROPOSER IS RESPONSIVEVE</b>			
* Source: SBD and Florida UCP data base					

URS Corporation has met the subcontractor goal of 25.0% (twenty-five) percent and is in compliance with the DBE Participation Provisions and the Code of Federal regulations 49 CFR Part 26 (Attachment 4).

**DBE Compliance Review MIA Pavement Rehabilitation**  
**July 14, 2011**  
**Page 4 of 4**

If any of the DBE firms listed on the Schedule of Participations as DBE Firms are found not to be eligible after award, it must be substituted in accordance with Section IV of the DBE Participation Provisions contained in the project Bid documents.

Please note that Minority Affairs staff only reviewed and addressed compliance with the DBE Program.

Should you have any questions or need additional information, please contact me at (305) 876-7221 or Abebe Tecele at (305) 876-7386.

cc: E. Beltre  
A. Cordova, OCI  
A.M. Saks  
M. Clark-Vincent  
A. Tecele  
C. Corrales  
Project File



MIAMI DADE COUNTY  
REVIEW COMMITTEE AGENDA

August 18, 2010  
FEDERALLY FUNDED

ITEM #	PROJECT	DEPT.	BID / REQ No.	CONTRACT MEASURE RECOMMENDATIONS			EST./COST
				MEASURE / REASON	CATEGORIES	GOAL	
<b>A&amp;E</b>							
5-09	MIA PAVEMENT REHABILITATION AND OVERLAY OF RWY 12R0.	AV	E10-MDAD-01	GOAL	DBE	23.00%	\$3,400,000
5-10	MIA CONCOURSE D ROOF REHABILITATION	AV	A10-MDAD-01	GOAL	DBE	28.00%	\$527,000
<b>CONSTRUCTION</b>							
5-03	METROMOVER ESCALATOR COVERS AND REPLACEMENT PROJECTS	MT	CIP040	GOAL	DBE	20.00%	\$6,000,000
5-04	SLIM SHELTERS FOR VILLAGE OF VIRGINIA GARDENS, CITY OF SOUTH MIAMI AND THE CITY OF AVENTURA	MT	CIP088	GOAL	DBE	20.00%	\$431,715
5-05	CRANE ELECTRIFICATION AT WHARVES 1 AND 2	SP	7360, 2008-152,04-F	GOAL	DBE	12.00%	\$876,502
<b>PROCUREMENT</b>							
5-01	N.W. 7TH AVENUE TRANSIT VILLAGE DEVELOPMENT PROJECT	MT	RFQ NO. 749-F	GOAL	DBE	25.00%	\$50,000,000

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**MIAMI DADE COUNTY**  
 Department of Small Business Development  
**A&E Firm History Report**  
 From: 01/01/2006 To: 10/17/2011

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

PRIMES

PROJECT #	CONTRACT	DEPT.	MEASURES	AWARD DATE	AWARD AMOUNT	PAID TO PRIME AS OF	REQ TO DATE	DATE REPORTED	SUBCONTRACTORS
EDP-AV-710814-2104-A	1	AV	NO MEASURE	01/23/2006	\$50,000.00	\$0.00	\$0.00		
TUNNEL DESIGN TO EVALUATE EXISTING TUNNEL AT MIA									
* EDP-SP-05-009	1	SP	NO MEASURE	03/29/2006	\$15,000.00	\$15,000.00	07/18/2006		
MOORING EXTENSION AT CRUISE TERMINAL 5									
E05-MDAD-01	2	AV	GOAL CBE 35%	06/06/2006	\$1,503,750.00	\$667,510.39	04/30/2010		* NIFAH AND PARTNERS CONSULTING ENGINEERS, INC. - \$10,052.00 * NOVA CONSULTING, INC. - \$38,645.53
W									
* E05-OCH02 B	6	CQ	NO MEASURE	06/14/2006	\$825,000.00	\$681,437.43	11/30/2009		
NOTICE OF CONSULTANT SERVICES FOR CONSTRUCTION INSPECTION SERVICES (EIGHT (8) AGREEMENTS @ \$750,000.00 EACH) (SIC 871)									
EDP-HD-S-EA-002	1	HD	NO MEASURE	08/09/2006	\$110,660.00	\$0.00			
ENERGY AUDIT INSPECTIONS									

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

Change Orders without dates are pending BCC approval



# MIAMI DADE COUNTY

## Department of Small Business Development

### A&E Firm History Report

From: 01/01/2006 To: 10/17/2011

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

### PRIMES

PROJECT #	CONTRACT	DEPT.	MEASURES	AWARD DATE	AWARD AMOUNT	PAID TO PRIME AS OF	REQ TO DATE REPORTED	DATE REPORTED	SUBCONTRACTORS
A05-PARK-01	1	PR	GOAL CBE 24%	09/29/2006	\$1,116,500.00	\$118,771.48	10/21/2009	\$0.00	* COASTAL SYSTEMS INTERNATIONAL, INC. - \$0.00 * CONSUL-TECH TRANSPORTATION, INC. - \$0.00 * LAURA LLERENA & ASSOCIATES, INC. - \$0.00 * NFAH AND PARTNERS CONSULTING ENGINEERS, INC. - \$0.00 * SEQUEIRA & GAVARRETE, INC. - \$64,000.00
					<u>\$1,116,500.00</u>				
E05-MDT-01	1	MT	GOAL - DBE DBE 20%	03/06/2007	\$781,650.40	\$173,969.00	10/21/2009	\$0.00	* DELTA CONSULTING ENGINEERS, INC. - \$0.00 * INTERCOUNTY LABORATORIES, INC. - \$39,992.00 * J. BONFILL AND ASSOCIATES INC. - \$0.00 * NFAH AND PARTNERS CONSULTING ENGINEERS, INC. - \$0.00 * SEQUEIRA & GAVARRETE, INC. - \$0.00
					<u>\$781,650.40</u>				
* EDP-BC-PROD07-02	1	BC	NO MEASURE	05/24/2007	\$50,000.00	\$44,830.02		\$0.00	
					<u>\$50,000.00</u>				
E07-MDAD-02	1	AV	GOAL - DBE DBE 29%	09/16/2008	\$3,307,749.00	\$840,415.69	03/31/2010	\$0.00	* CRJ & ASSOCIATES, INC. - \$89,347.68 * NFAH AND PARTNERS CONSULTING ENGINEERS, INC. - \$66,615.65 * RODOLFO IBARRA, P.E., P.A. - \$25,216.80 * TRIANGLE ASSOCIATES, INC. - \$75,744.45
					<u>\$3,307,749.00</u>				

\* Indicates closed or expired contracts  
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**MIAMI DADE COUNTY**  
 Department of Small Business Development  
**A&E Firm History Report**

From: 01/01/2006 To: 10/17/2011

PRIMES

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

PROJECT #	CONTRACT	DEPT.	MEASURES	AWARD DATE	AWARD AMOUNT	PAID TO PRIME AS OF	REQ TO DATE	DATE REPORTED	SUBCONTRACTORS
EDP-MT-SR-TR05-MV5-2	1	MT	NO MEASURE	05/03/2010	\$50,000.00	\$0.00		\$0.00	
METROMOVER INNER LOOP ESCALATORS AND CANOPIES									
E09-OC101, C	1	CO	GOAL CBE 25%	10/05/2010	\$825,000.00	\$0.00		\$0.00	<ul style="list-style-type: none"> <li>* ES CONSULTANTS INC. - \$0.00</li> <li>* NIFAH AND PARTNERS CONSULTING ENGINEERS, INC. - \$0.00</li> <li>* STANLEY CONSULTANTS, INC - \$0.00</li> <li>* THE ALLEN GROUP (NEUMAYR), LLC - \$0.00</li> </ul>
CONSULTANT SERVICES FOR CONSTRUCTION INSPECTION SERVICES (SIC 871)									
EDP-AV-SR-K-151A	1	AV		11/29/2010	\$15,000.00	\$0.00		\$0.00	
GATE J-17 PLB MODIFICATIONS									
					\$50,000.00				
					\$825,000.00				
					\$825,000.00				
					\$15,000.00				
					\$15,000.00				
					\$8,650,309.40				
					\$3,605,483.00				
					\$12,255,792.40				
					\$0.00				
					\$0.00				
					\$12,255,792.40				

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\* Indicates closed or expired contracts  
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Change Orders without dates are pending BCC approval

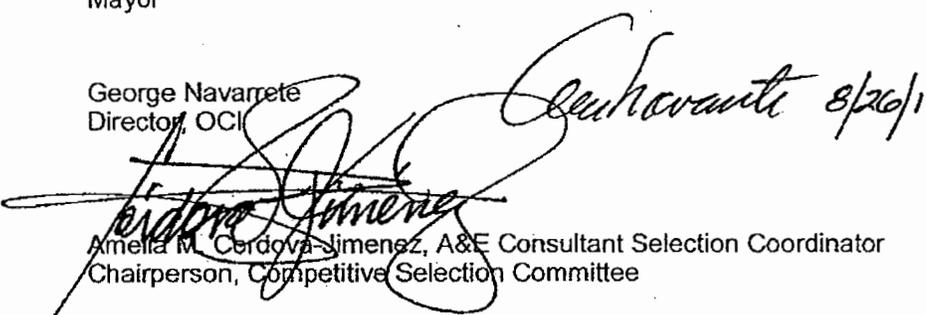
# Memorandum



**Date:**

**To:** Carlos A. Gimenez  
Mayor

**Thru:** George Navarrete  
Director, OCI

**From:**   
Amelia M. Cordova Jimenez, A&E Consultant Selection Coordinator  
Chairperson, Competitive Selection Committee

**Subject:** NEGOTIATION AUTHORIZATION  
Miami Dade Aviation Department (MDAD)  
Miami International Airport (MIA) Runway 12/30  
Pavement Rehabilitation  
OCI Project No. E10-MDAD-01

The Competitive Selection Committee (CSC) has completed the evaluation of the proposals submitted in response to the above referenced OCI Project on August 23, 2011 following the guidelines published in the Notice to Professional Consultants (NTPC).

**OCI Project No.:** OCI Project No. E10-MDAD-01

**Project Title:** MIA International Airport Runway 12/30 Pavement Rehabilitation

**Scope of Services:** The MIA Runway 12/30 Pavement Rehabilitation project provides the pavement rehabilitation for Runway 12/30, including adjacent Taxiways "P", "Q", "R", and associated utility adjustments. The scope of work consists, but is not limited to, engineering design, engineering construction management, civil, electrical and structural engineering. Services shall include preparing and/or generating topographic surveys, geotechnical reports, plans, contract documents, engineers report, construction estimates, quality assurance/quality control, project management, and assisting the County with bidding and award, grant documentation, as well as work site and work related services during the construction phase. The selected proposer will be required to certify as-built drawings and the compliance of the construction to the design documents at the completion of the project. MDAD will utilize the Miami-Dade Public Works pool for geotechnical services.

**Term of contract:** The Professional Services Agreement (PSA) will have an effective term of five years and a cost estimate of \$4,209,445.55.

**Review Committee:** The Review Committee recommended at their August 18, 2010 meeting a 23% Disadvantaged Business Enterprise (DBE) goal.

**Date of County Manager's Approval to Advertise/Initiate:** March 2, 2011.

**Request to Advertise (RTA) Stamped by the Clerk of the Board:** March 21, 2011.

Page Two (2)  
Negotiations Authorization  
Miami Dade Aviation Department  
OCI Project No. E10-MDAD-01

**Request to Advertise (RTA) Revision No. 1 Stamped by the Clerk of the Board: April 6, 2011.**

**Number of Proposals Received: Four.**

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

**First Tier Results:** See attached First Tier Tabulation Sheet.

**Second Tier Results:** See attached Second Tier Tabulation Sheet.

**REQUEST FOR APPOINTMENT OF NEGOTIATION COMMITTEE:**

Pursuant to Section 2-10.4 (6) of the Code of Miami-Dade County (Code), OCI hereby requests the following Negotiation Committee be approved by the County Mayor or County Mayor's designee for the purpose of negotiating a PSA with the top ranked firm. See below:

1. Ernesto Beltre, MDAD
2. Franklin Stirrup, MDAD
3. Li Gurau, MDPR

**Ranking Methodology:** The Code has recently changed directly affecting the manner in which the ranking order of A&E firms is calculated under the Second Tier evaluation process. In addition, the approval of Implementing Order (I.O.) 3-34 as well as mandates to comply with Local Preference (LP) pursuant to the aforementioned Code has also affected the manner in which these calculations are executed.

Second-Tier A&E selection processes comprising of local and non-local firms are subject to CSC evaluation via both an ordinal and qualitative system. The Code requires that A&E evaluation calculations be executed under an ordinal methodology. However, mandates to comply with LP as denoted within the same section of the Code requires that LP calculations be based on a qualitative methodology. The same section of the Code also states that the County Mayor or the County Mayor's designee shall be the only authorized entity to determine the final application of LP to a final ranking.

All the proposers on this solicitation are local. As a result, the ordinal ranking order denoted below is submitted for your review and approval:

**REQUEST FOR AUTHORIZATION TO ENTER NEGOTIATIONS:**

Pursuant to Section 2-10.4 (6) of the Code, it is hereby requested that the County Mayor or County Mayor's designee approve the selection of the following firms, in the following order of preference, for negotiations:

**TOTAL ORDINAL SCORES  
RANKING OF RESPONDENTS  
SELECTION FOR PSA NEGOTIATION  
ONE AGREEMENT WITH A  
23% DBE GOAL**

H.J. Ross Associates, Inc.  
Total Ordinal Score: 5  
Ordinal Rank: 1<sup>st</sup> Place

**The following teams will serve as the alternates:**

Kimley-Horn and Associates, Inc.  
Total Ordinal Score: 12  
Ordinal Rank: 2<sup>nd</sup> Place

URS Corporation Southern  
Total Ordinal Score: 13  
Ordinal Rank: 3<sup>rd</sup> Place

Burns & McDonnell Engineering Company, Inc.  
Total Ordinal Score: 20  
Ordinal Rank: 4<sup>th</sup> Place

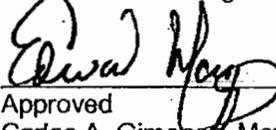
Pursuant to the Cone of Silence legislation included in the Conflict of Interest and Code of Ethics Ordinance and Section 2-11.1 of the Code, the County Mayor, or designee will report to the Board of County Commissioners any of the following instances:

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

If approved, the Negotiation Committee is to proceed with the contract negotiations pursuant to Section 6 of the above-mentioned Code, and submit the signed PSA ready to be presented to the BCC for final approval no later than 60 days from the date of this memorandum.

If a satisfactory agreement cannot be reached within the 60 day period, a report is required to be prepared fully explaining all problems resulting from the negotiations. If negotiations are proceeding within a reasonable timeframe, then negotiations are to continue and the report is to be submitted upon completion. The final PSA and report should be sent to this office.

Authorization to negotiate is:

*for*  8/30/11  
Approved \_\_\_\_\_ Date  
Carlos A. Gimenez, Mayor

Not Approved \_\_\_\_\_ Date  
Carlos A. Gimenez, Mayor

**Attachments:**

1. List of Respondents
2. First Tier Tabulation Sheet
3. Second Tier Tabulation Sheet

c: Clerk of the Board of County Commissioners  
Edward Marquez, Deputy Mayor  
Jose Abreu, Director, MDAD  
George Navarrete, Director, OCI  
Luisa Millan, Chief, Professional Services Division, OCI  
Competitive Selection Committee

FIRST TIER MEETING  
AUGUST 3, 2011

MIAMI DADE AVIATION DEPARTMENT  
MIA RUNWAY 1200 PAVEMENT REHABILITATION  
OCI PROJECT NO. E10-MDAD-01

TABULATION SHEET

FIRM NAME	COMPETITIVE SELECTION COMMITTEE						TOTAL QUALIFYING POINTS	TOTAL ORDINAL SCORES	ORDINAL RANK	FINAL RANK
	Francis Belter, BMDA	Franklin Strong, BMDA	Li-Correa, MDPB	Luis Moreno, SWBI	Mario Lopez, VASD	SUB-TOTAL				
	Average	Low Deviation	High Deviation							
<b>1. FIRM QUALIFICATION CRITERIA</b>										
<b>NAME OF FIRM</b>										
1A - Qualification of firm including team members associated to the project (Max. 50 points)	43	45	44	48	49	229	46	21	41	
2A - Knowledge and Past Experience of similar type projects (Max. 30 points)	17	18	18	18	19	90	18	11	24	
3A - Past Performance of the Firm (Max. 20 points)	2	1	2	2	3	86	17	11	25	
4A - Amount of Work Awarded and Paid by the County (Max. 5 points)	4	4	4	5	5	23	5	3	6	
5A - Ability of team members to interface with the County (Max. 5 points)	83	87	86	90	91					
Ordinal Scores	3	2	3	2	2					
The-Breaker No. 1, 2, 3, 4, 5, 6 / Criteria 1A, 2A, 3A, 4A, 5A, Total Qual. Points for Criteria 1A	3	2	3	3	2					
<b>2. FIRM PERFORMANCE CRITERIA</b>										
1A - Qualification of firm including team members associated to the project (Max. 50 points)	45	40	41	45	49	211	44	20	59	
2A - Knowledge and Past Experience of similar type projects (Max. 30 points)	18	15	17	20	19	90	18	11	24	
3A - Past Performance of the Firm (Max. 20 points)	19	16	19	18	18	90	18	11	24	
4A - Amount of Work Awarded and Paid by the County (Max. 5 points)	4	4	4	4	4	20	4	3	6	
5A - Ability of team members to interface with the County (Max. 5 points)	91	80	87	92	94					
Ordinal Scores	2	4	2	1	1					
The-Breaker No. 1, 2, 3, 4, 5, 6 / Criteria 1A, 2A, 3A, 4A, 5A, Total Qual. Points for Criteria 1A	2	4	2	1	1					
<b>3. FIRM PERFORMANCE CRITERIA</b>										
1A - Qualification of firm including team members associated to the project (Max. 50 points)	41	40	41	40	49	211	40	20	56	
2A - Knowledge and Past Experience of similar type projects (Max. 30 points)	16	16	15	15	17	89	16	11	20	
3A - Past Performance of the Firm (Max. 20 points)	16	16	15	12	15	74	15	10	20	
4A - Amount of Work Awarded and Paid by the County (Max. 5 points)	5	5	5	5	5	25	5	3	6	
5A - Ability of team members to interface with the County (Max. 5 points)	4	4	4	4	5	21	4	3	6	
Ordinal Scores	4	3	4	3	3					
The-Breaker No. 1, 2, 3, 4, 5, 6 / Criteria 1A, 2A, 3A, 4A, 5A, Total Qual. Points for Criteria 1A	4	3	4	3	3					
<b>4. FIRM PERFORMANCE CRITERIA</b>										
1A - Qualification of firm including team members associated to the project (Max. 50 points)	48	45	46	50	49	239	48	20	65	
2A - Knowledge and Past Experience of similar type projects (Max. 30 points)	19	18	18	15	16	90	17	10	24	
3A - Past Performance of the Firm (Max. 20 points)	3	3	4	3	3	17	3	2	6	
4A - Amount of Work Awarded and Paid by the County (Max. 5 points)	5	4	5	5	4	22	5	3	6	
5A - Ability of team members to interface with the County (Max. 5 points)	94	88	91	90	90					
Ordinal Scores	1	1	1	2	3					
The-Breaker No. 1, 2, 3, 4, 5, 6 / Criteria 1A, 2A, 3A, 4A, 5A, Total Qual. Points for Criteria 1A	1	1	1	2	3					

YELLOW SHADING DENOTES HIGH AND LOW ORDINAL SCORES DROPPED

SECOND TIER MEETING AUGUST 21, 2011 MIAMI DADE AVIATION DEPARTMENT MIA RUNWAY 1200 PAVEMENT REHABILITATION OCI PROJECT NO. E10-04D-01										COMPETITIVE SELECTION COMMITTEE					TOTAL QUALITATIVE POINTS	TOTAL ORDINAL SCORES	FINAL ORDINAL RANK
NAME OF FIRM(S)	Criteria 1B, 2B, 3B, 4B, Total Qual. Points for Criteria 1B					Criteria 1B, 2B, 3B, 4B, Total Qual. Points for Criteria 1B					Average	High Scores	Total Qualitative Points	Total Ordinal Scores	Final Ordinal Rank		
	Criteria 1B	Criteria 2B	Criteria 3B	Criteria 4B	Total Qual. Points	Criteria 1B	Criteria 2B	Criteria 3B	Criteria 4B	Total Qual. Points							
1. <b>TRANS-SUPPLY INCORPORATED</b>	44	44	48	50	236	47	32	43	53	175	47	63	463	3			
1B - Knowledge of Project Scope (Max. 50 points)	44	44	48	50	236	47	32	43	53	175	47	63	463	3			
2B - Qualifications of Team Members Assigned to the Project (Max. 40 points)	34	34	38	38	144	31	24	36	46	137	31	46	463	3			
3B - Ability to Provide Required Services within Schedule and Budget (Max. 10 points)	6	6	10	10	43	9	6	11	11	37	9	11	463	3			
4B - Ability to Provide Required Services within Schedule and Budget (Max. 10 points)	86	86	96	96	366	96	96	96	96	384	96	111	463	3			
Ordinal Scores	3	3	2	2	3	3	2	2	3	3	3	3	463	3			
Tie-Breaker No. 1, 2, 3, 4 / Criteria 1B, 2B, 3B, 4B, Total Qual. Points for Criteria 1B																	
2. <b>TRANS-SUPPLY INCORPORATED</b>	45	48	45	47	235	47	31	43	53	174	47	63	462	2			
1B - Knowledge of Project Scope (Max. 50 points)	45	48	45	47	235	47	31	43	53	174	47	63	462	2			
2B - Qualifications of Team Members Assigned to the Project (Max. 40 points)	35	36	35	40	146	31	25	36	46	138	31	46	462	2			
3B - Ability to Provide Required Services within Schedule and Budget (Max. 10 points)	8	9	8	9	43	9	6	11	11	37	9	11	462	2			
4B - Ability to Provide Required Services within Schedule and Budget (Max. 10 points)	88	93	88	96	366	96	96	96	96	384	96	111	462	2			
Ordinal Scores	2	2	3	3	2	2	3	3	2	2	2	2	462	2			
Tie-Breaker No. 1, 2, 3, 4 / Criteria 1B, 2B, 3B, 4B, Total Qual. Points for Criteria 1B																	
3. <b>TRANS-SUPPLY INCORPORATED</b>	42	40	42	46	210	47	29	46	56	178	47	66	477	4			
1B - Knowledge of Project Scope (Max. 50 points)	42	40	42	46	210	47	29	46	56	178	47	66	477	4			
2B - Qualifications of Team Members Assigned to the Project (Max. 40 points)	31	32	32	38	133	38	31	46	56	171	38	46	477	4			
3B - Ability to Provide Required Services within Schedule and Budget (Max. 10 points)	6	8	8	7	38	7	5	10	10	30	7	10	477	4			
4B - Ability to Provide Required Services within Schedule and Budget (Max. 10 points)	80	80	82	91	333	91	91	91	91	364	91	110	477	4			
Ordinal Scores	4	4	4	4	4	4	4	4	4	4	4	4	477	4			
Tie-Breaker No. 1, 2, 3, 4 / Criteria 1B, 2B, 3B, 4B, Total Qual. Points for Criteria 1B																	
4. <b>TRANS-SUPPLY INCORPORATED</b>	48	48	50	50	246	49	33	63	63	213	49	63	486	1			
1B - Knowledge of Project Scope (Max. 50 points)	48	48	50	50	246	49	33	63	63	213	49	63	486	1			
2B - Qualifications of Team Members Assigned to the Project (Max. 40 points)	38	38	40	40	156	39	26	51	51	166	39	51	486	1			
3B - Ability to Provide Required Services within Schedule and Budget (Max. 10 points)	8	9	7	10	43	9	6	11	11	37	9	11	486	1			
4B - Ability to Provide Required Services within Schedule and Budget (Max. 10 points)	94	95	97	100	386	98	98	98	98	394	98	111	486	1			
Ordinal Scores	1	1	1	1	1	1	1	1	1	1	1	1	486	1			
Tie-Breaker No. 1, 2, 3, 4 / Criteria 1B, 2B, 3B, 4B, Total Qual. Points for Criteria 1B																	
5. <b>TRANS-SUPPLY INCORPORATED</b>																	
1B - Knowledge of Project Scope (Max. 50 points)																	
2B - Qualifications of Team Members Assigned to the Project (Max. 40 points)																	
3B - Ability to Provide Required Services within Schedule and Budget (Max. 10 points)																	
4B - Ability to Provide Required Services within Schedule and Budget (Max. 10 points)																	
Ordinal Scores																	
Tie-Breaker No. 1, 2, 3, 4 / Criteria 1B, 2B, 3B, 4B, Total Qual. Points for Criteria 1B																	

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**MIA RUNWAY 12-30 PAVEMENT REHABILITATION  
PROJECT NO.: E10-MDAD-01; PROFESSIONAL  
SERVICES AGREEMENT**

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This AGREEMENT made as of the \_\_\_\_\_ day of \_\_\_\_\_ in the year 20\_\_\_\_, between

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

**and the Architect/Engineer:** **H.J. Ross Associates, Inc.**  
**201 Alhambra Circle, Suite 900**  
**Coral Gables, Florida 33134**

**Phone No. 305-567-1888**

**Fax No. 305-567-1771**

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

**For the Project:** The selected A/E Consultant shall provide the following design services which shall include but not be limited to engineering design, engineering construction management, civil, electrical, and structural engineering. Services shall include preparing and/or generating topographic surveys, plans, contract documents, engineers report, construction estimates, quality assurance/quality control, project management, and assisting the County with bidding and award, grant documentation, as well as work site and work related services during the construction phase. The A/E consultant will be required to certify as-built drawings and the compliance of the construction to the design documents at the completion of the project.

The Owner and Architect/Engineer agree as set forth herein:

PROFESSIONAL SERVICES AGREEMENT

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## WITNESSETH

### ARTICLE 1

#### DEFINITIONS

- 1.1 **ADDITIONAL SERVICES:** Those services, in addition to the Basic Services in this Agreement, which the Architect/Engineer shall perform at Owner's option and when authorized by Service Order(s) in accordance with the terms of this Agreement.
- 1.2 **AFFIRMATIVE ACTION:** Action to be taken by the Architect/Engineer pursuant to a written, results-oriented program, meeting the requirements of 41 CFR Part 60, in which the Architect/Engineer details the steps to be taken to ensure equal employment opportunity, including, where appropriate, remedying discrimination against an affected class, or other actions, as necessary.
- 1.3 **AGREEMENT:** This written Agreement between the Owner and the Architect/Engineer, including the Appendices attached hereto and all Amendments and Service Orders issued by the Owner hereunder.
- 1.4 **ALLOWANCE ACCOUNT(S):** Account(s) in which stated dollar amount(s) may be included in this Agreement for the purpose of funding portions of the Services or the Work. Allowance Accounts are included in this Agreement to pay for Additional Services, Work Site Services, Dedicated Services, Reimbursable Expenses, or Inspector General Services. Services to be paid from these Allowance Accounts shall be authorized by Service Order prior to the commencement of the work under the Service Order.
- 1.5 **AMENDMENT:** A written modification to this Agreement executed by the Architect/Engineer and the Owner covering changes, additions, or reductions in the terms of this Agreement.
- 1.6 **ARCHITECT/ENGINEER (A/E):** The named entity on page 1 of this Agreement.
- 1.7 **ART IN PUBLIC PLACES:** A department of Miami-Dade County that is responsible for initiating and overseeing the incorporation of art into new County facilities.
- 1.8 **BASIC SERVICES:** Those services that the Architect/Engineer shall perform in accordance with the terms of the Agreement as directed and authorized by a Service Order(s). Any Services not specifically addressed as Additional Services, Work Site Services, or Dedicated Services are considered Basic Services.
- 1.9 **BASIC SERVICES FEE:** The basis for compensation of the Architect/Engineer for the Basic Services performed under this Agreement.

- 1.10 CHANGE ORDER: A written agreement executed by the Owner, the Contractor and the Contractor's Surety, covering modifications to the Contract.
- 1.11 COMMUNITY BUSINESS ENTERPRISE (CBE-A/E): A firm providing architectural, landscape architectural, engineering, or surveying and mapping professional services, including a design-build firm, which has an actual place of business in Miami-Dade County and whose three (3) year average annual gross revenues do not exceed two million (\$2,000,000) dollars for first tier CBE-A/Es, four million five hundred thousand (\$4,500,000) dollars for second tier CBE-A/Es in the case of architectural services, or six million (\$6,000,000) dollars for second tier CBE-A/Es in the case of landscape architectural services, engineering, or surveying and mapping services.
- 1.12 CONSTRUCTABILITY: The optimum use of construction knowledge and experience in planning, design, procurement, and field operations to achieve overall Project objectives.
- 1.13 CONSTRUCTION COST: Actual cost of the Work established in the Contract Documents and as they may be amended from time to time.
- 1.14 CONTRACT DOCUMENTS: The legal agreement between the Owner and the Contractor for performance of Work. The documents prepared by the Architect/Engineer in accordance with the requirements of a Service Order(s) issued hereunder that form the basis for which the Owner can receive bids for the Work included in the documents. The Contract Documents shall include, but not necessarily be limited to, the Advertisement for Bids, Instructions to Bidders, Bid Form, Bid Bond, Contract, Surety Performance Bond, Surety Payment Bond, General Conditions, Special Provisions, Division 1, Technical Specifications, and Plans together with all Addenda, and subsequent Change Orders, and Work Orders.
- 1.15 CONTRACTOR: The firm, company, corporation or joint venture contracting with the Owner for performance of Work covered in the Contract Documents.
- 1.16 DAYS: Reference made to Days shall mean consecutive calendar days.
- 1.17 DEDICATED SERVICES: Services performed pursuant to a Dedicated Allowance Account(s) that are beyond the requirements for Basic Services and Additional Services under this Agreement and shall be performed as required upon receipt of a Service Order. Such Services, if any, are specified in the Special Provisions.
- 1.18 DEFECT(S): Refers to any part of the Work that does not follow the Contract Documents, does not meet the requirements of a reference standard, test or inspection specified in the Contract Documents, does not properly function, is broken, damaged or of inferior quality, or is incomplete. The adjective "defective" when it modifies the words "Work" or "work" shall have the same connotation as Defect.

- 1.19 DELIVERABLES REQUIREMENTS MANUAL: A manual provided by the Owner that prescribes the deliverables and their content to be provided by design professionals. This manual is made a part of this Agreement by reference.
- 1.20 DESIGN DELIVERABLES: Deliverables to be presented and Services to be performed by the Architect/Engineer at various Phases of design. The design deliverables are to comply with the requirements of the Deliverables Requirements Manual and/or Service Order.
- 1.21 DESIGN DEVELOPMENT: That portion of the Services comprising Phase 2 of the Basic Services which the Architect/Engineer shall perform in accordance with the terms of this Agreement when directed and authorized by Service Order.
- 1.22 DESIGN GUIDELINES MANUAL: A manual provided by the Owner which comprises design standards and guidelines for use by the Architect/Engineer and other Design Professionals as provided by Service Order. It is made a part of this Agreement by reference.
- 1.23 DESIGN SCHEDULE AND COST MANAGEMENT PLAN (DSCMP): A progress schedule and earned value measurement plan for the Design Deliverables that will be developed by the Architect/Engineer in accordance with the Project and Phase schedule provided by the Owner. The DSCMP shall meet all Project and Phase milestones in the Owner provided schedule and shall be approved by the Project Manager. The Design Schedule and Cost Management Plan (DSCMP) earned value procedures are based upon the agreed weighted percentage values of the deliverables for each Basic Services Phase.
- 1.24 DIRECT SALARIES: Monies paid at regular intervals to personnel other than principals of the Architect/Engineer directly engaged by the Architect/Engineer on the Project, as reported to the Director of United States Internal Revenue Service and billed to the Owner hereunder on a Multiple of Direct Salaries basis pursuant to a Service Order for Additional Services under this Agreement. Personnel directly engaged on the Project by the Architect/Engineer may include architects, engineers, designers, and specifications writers engaged or assisting in research, design, production of drawings, specifications and related documents, Work Related Services and other services pertinent to the Project Elements.
- 1.25 DIRECTOR: The Director of the Miami-Dade Aviation Department or authorized representative(s) designated in writing with respect to a specific matter(s) concerning the Services.
- 1.26 EQUAL EMPLOYMENT OPPORTUNITY: Opportunity provided by the Architect/Engineer pursuant to Executive Order 11246, as amended, and required to be part of all contracts covered by said Executive Order.

- 1.27 FIELD REPRESENTATIVE: An authorized representative of the Owner providing administrative and construction inspection services during the pre-construction, construction, and closeout Phases of the Contract.
- 1.28 GREEN BUILDING CERTIFICATION INSTITUTE (GBCI): the designated organization responsible for administering the LEED certification program.
- 1.29 FIXED LUMP SUM: A basis for compensation of the Architect/Engineer for Services performed.
- 1.30 LEED (Leadership in Energy and Environmental Design): The United States Green Building Council (USGBC) created LEED as a rating system for green building practices.
- 1.31 LEED AP: A person(s) that is an employee of the A/E or is a Sub-consultant to the A/E that is certified by the GBCI or successor entity in the specialty specified in the Request for Qualifications/Proposals for this Project. The LEED AP shall (1) assist the Owner in the Project LEED registration, application and certification process; (2) coordinate and otherwise guide the A/E in the design of the Project in order to achieve the points needed for the desired LEED certification; and (3) monitor the Contractor for the documentation required to meet the Contractor's obligations to achieve the LEED credit points stipulated in the Contract Documents.
- 1.32 LEED CERTIFICATION DOCUMENTS: Reports, documents or other data required to apply for and obtain the desired LEED certification.
- 1.33 LEED CERTIFICATION PLAN: Plan developed by the LEED AP to develop and monitor the documentation required during design and construction for the LEED certification application process.
- 1.34 LEED STATUS REPORT: A periodic report produced by the LEED AP to inform the Owner and other stakeholders in the Project on the status of the design and construction relative to earning LEED credit points for the Project.
- 1.35 LIFE CYCLE COSTING: The process whereby all expenses associated with the operations, maintenance, repair, replacement and alteration costs of a facility or piece of equipment are identified and analyzed.
- 1.36 MIAMI-DADE AVIATION DEPARTMENT (MDAD or Department): A department of Miami- Dade County Government, sometimes referred to as Owner, represented by and acting through the Director or his Designee(s).
- 1.37 MULTIPLE OF DIRECT SALARIES: A basis for compensation of the Architect/Engineer for Services performed.

- 1.38 NOTICE TO PROCEED: Written communication issued by the Owner to the Contractor directing the Work to proceed and establishing the date of commencement of the Work.
- 1.39 OWNER: Miami-Dade County acting through the Department. The term Owner as used in this Agreement shall exclude the regulatory departments of Planning, Development and Regulation (Building and Zoning); Department of Environmental Resources Management (DERM); Public Works; the Fire Department and Water & Sewer; or their successors.
- 1.40 PERIOD OF WORK RELATED SERVICES: Services beginning on the date established in the Notice to Proceed for commencement of the Work through the time allowed for substantial completion of the Work contained in the Contract Documents.
- 1.41 PHASE: The portion of the Basic Services that shall be accomplished by the Architect/Engineer for each of the Project's elements or a portion or combination thereof as described in the article "Basic Services" herein:
- |          |   |                             |
|----------|---|-----------------------------|
| Phase 1A | - | Program Verification        |
| Phase 1B | - | Not Used                    |
| Phase 2  | - | Not Used                    |
| Phase 3A | - | 30% Contract Documents      |
| Phase 3B | - | 75% Contract Documents      |
| Phase 3C | - | 100% Contract Documents     |
| Phase 3D | - | Bid Documents               |
| Phase 4  | - | Bidding & Award of Contract |
| Phase 5  | - | Work Related Services       |
- 1.42 PLANS: The drawings prepared by the Architect/Engineer which show the locations, characters, dimensions and details of the Work to be done and which are parts of the Contract Documents.
- 1.43 PROBABLE CONSTRUCTION COST: The latest approved written estimate of Construction Cost to the midpoint of construction broken down by the 16 Division format developed by the Construction Specification Institute (CSI) or unit price bid items, including construction allowance contingencies, submitted to the Owner, in a format provided by the Owner, in fulfillment of the requirement(s) of this Agreement.

- 1.44 PROFESSIONAL CONSTRUCTION ESTIMATOR: An individual construction estimator affiliated with a professional firm, company, joint venture, or corporation to provide and analyze cost estimates of the Project and individual Project Elements or parts thereof in order to determine the Probable Construction Cost at each Phase of the Basic Services requiring the submittal of a Probable Construction Cost
- 1.45 PROGRAM: The initial description of a Project that comprises line drawings, narrative, cost estimates, Project Budget, etc., provided by the Owner in the form of a Project Definition Book and furnished to the Architect/Engineer.
- 1.46 PROJECT: Project Elements and components of the Project Elements and Services set forth in this Agreement.
- 1.47 PROJECT BUDGET: Estimated cost for the Project, prepared by the Owner as part of the Program, including the estimated Construction Cost. The Project Budget may, from time to time, be revised or adjusted by the Owner, at its sole discretion, to accommodate approved modifications or changes to the Project or the scope of work.
- 1.48 PROJECT ELEMENT: A part of the Project for which Services are to be provided by the Architect/Engineer pursuant to this Agreement or by other consultants employed by the Owner.
- 1.49 PROJECT MANAGER (PM): Individual designated by the Director to represent the Owner during the design and construction of the Project.
- 1.50 PROLONGED PERIOD OF WORK RELATED SERVICES: The period from the original completion date of the Contract as awarded to the date of official acceptance by the Owner of the Report of Contract Completion furnished by the Architect/Engineer.
- 1.51 PUNCH LIST: A running list of defects in the Work as determined by the Architect/Engineer performing Work Related Services, with input from the Field Representative and the Project Manager. The initial edition of the Punch List is modified in succeeding editions to reflect corrected and completed work as well as newly observed defects, until the time of Final Acceptance.
- 1.52 RECORD DRAWINGS (AS-BUILT DRAWINGS): Reproducible drawings showing the final completed Work as built, including any change to the Work performed by the Contractor pursuant to the Contract Documents which the Architect/Engineer considers significant based on marked-up as-built prints, drawings, and other data furnished by the Contractor.
- 1.53 REIMBURSABLE EXPENSES: Those expenses delineated in Article 6 "Reimbursable Expenses" of this Agreement which are separately approved by the Owner that are incurred by the Architect/Engineer in the fulfillment of this Agreement and which are to be compensated to the Architect/Engineer in addition to the Basic Services Fee.

- 1.54 REVIEW SET: A partial or complete set of Contract Documents, provided by the Architect/Engineer in accordance with the Deliverables Requirements Manual and/or Service Order, at the specified percentage of completion of a Phase of the Basic Services as provided for in this Agreement, on which the Owner may provide written review comments and acceptance of Services. Any review will be general in nature and shall not constitute a detailed checking of the Architect/Engineer's work nor relieve the Architect/Engineer of the responsibility for the completeness and accuracy of its Services.
- 1.55 SCHEMATIC DESIGN: That portion of the Services comprising Phase 1B of the Basic Services which the Architect/Engineer shall perform in accordance with the terms of this Agreement.
- 1.56 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 Architect/Engineer, directing the Architect/Engineer to perform or modify the performance of any portion of the Services.
- 1.57 SERVICES: All services, work and actions by the Architect/Engineer performed pursuant to or undertaken under this Agreement.
- 1.58 SOFT COSTS: Costs related to a Project other than Construction Cost including Architect/Engineer Basic Services, Additional Services, Work Site Services, survey, testing, general consultant, finance, permitting fees, etc.
- 1.59 SUB-CONSULTANT: An independent firm, company, joint venture, corporation or individual under contract with and compensated by the Architect/Engineer to perform a portion of the Services required hereunder.
- 1.60 SUBSTANTIAL COMPLETION: The stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the Project for its intended use and shall occur when the Architect/Engineer issues a certificate of Substantial Completion. At this stage, all Punch List work should be able to be completed by the Contractor in less than sixty (60) calendar days. The Certificate of Substantial Completion shall not be issued prior to the Contractor obtaining a Final Certificate of Occupancy or a Temporary Certificate of Occupancy from the Building Department, and a Final Certificate of Use or a Temporary Certificate of Use from the Zoning Department.
- 1.61 USER: Entities such as, but not limited to, concessionaires, service managers, airlines, public utilities, and governmental agencies, excluding agencies of the Owner, that have entered into agreements with the Owner for use of portions of the Miami International Airport and/or the general aviation airports under the control of the Department.
- 1.62 USER REVIEW: A review of all design projects by a group which represents the operational aspects of the Airport including MDAD operations and maintenance staff,

concessionaires, tenants, service managers, airlines, public utilities, governmental agencies, and other Airport users, to ensure that program and operational needs are being met.

- 1.63 VALUE ANALYSIS (VA): The systematic application of recognized techniques for optimizing both cost and performance in a new or existing facility or to eliminating items that add cost without contributing to required functions.
- 1.64 WORK: All labor, materials, tools, equipment, services, methods, procedures, etc., necessary or convenient to performance by the Contractor of all duties and obligations imposed by the Contract Documents, and representing the basis upon which the total consideration is paid or payable to the Contractor for the performance of such duties and obligations.
- 1.65 WORK ORDER: A written order, authorized by the Owner, directing the Contractor to perform work under a specific Allowance Account(s) or which directs the Contractor to perform a change in the work that does not have a monetary impact.
- 1.66 WORK-RELATED SERVICES: Those portions of the Services comprising Phase 5 of the Basic Services that the Architect/Engineer shall perform in accordance with the terms of this Agreement when directed and authorized by a Service Order
- 1.67 WORK SEQUENCING SCHEDULE AND STAGING PLAN: Plans prepared by the Architect/Engineer showing the stage-by-stage sequence of construction, the impact on adjacent or related facilities and on Airport operations, as well as other features, as necessary, related to the overall schedule of construction.
- 1.68 WORK-SITE SERVICES: Those optional portions of the Services, beyond the requirements of Work-Related Services, involving the providing of on-site resident services, that the A/E shall perform as the Field Representative in accordance with the terms of this Agreement if directed and authorized by Service Order(s).

## ARTICLE 2

### INFORMATION TO BE FURNISHED BY THE OWNER

- 2.1 INFORMATION TO BE FURNISHED BY THE OWNER: The Owner will furnish the Architect/Engineer the information listed in the Special Provisions not later than fourteen (14) days from the issuance of the Service Order for Phase 1A.
- 2.2 OBLIGATION OF THE ARCHITECT/ENGINEER: The Architect/Engineer 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 Architect/Engineer. Such verification shall include visual examination of existing conditions in all locations encompassed by the Project where such examination can be made without using destructive measures, e.g., excavation or demolition. Survey information shall be spot checked to the extent the Architect/Engineer has satisfied itself as to the reliability of the information.

## 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 Architect/Engineer shall indemnify and hold harmless the Owner, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Architect/Engineer and other persons employed or utilized by the Architect/Engineer 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, as may be amended, this provision and all aspects of the Contract Documents shall hereby be interpreted as the parties' intention for the indemnification clauses and Contract Documents to comply with Chapter 725, Florida Statutes, as may be amended.

3.1.3 This Section shall survive expiration or termination of this Agreement.

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

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

3.2.1 The Architect/Engineer shall provide (at its own cost):

- a. Workers' Compensation, as required by Chapter 440, Florida Statutes.
- b. Automobile Liability Insurance, covering all owned, non-owned, and hired vehicles used in connection with the work in an amount not less than

\$1,000,000 combined single limit for bodily injury and property damage liability.

Under no Circumstances are vehicles permitted on the A.O.A. without increasing automobile coverage to \$5,000,000. 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 final acceptance of the Work.

- c. Commercial General Liability Insurance on a comprehensive basis, including contractual liability, products, and completed operations, in an amount not less than \$300,000 combined single limit, per occurrence for bodily injury and property damage. Miami-Dade County must be an Additional Insured with respect to this coverage.
- d. Professional Liability Insurance (Errors and Omissions), in an amount not less than \$1,000,000 per claim with the deductible per claim, if any, not to exceed 10% of the limit of coverage. This insurance shall be maintained for one year after the completion and acceptance by the Owner of the Services performed pursuant to this Agreement.

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

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

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

3.2.4 If, at any time during the term of this Agreement, the actual provisions of the insurance described herein, or any part thereof, cannot be obtained or is non-renewable or is otherwise not available, then Miami-Dade County shall attempt to meet, as closely as possible, the objective and purpose of the

original insurance program as outlined herein. Furthermore, Miami-Dade County and the Architect/Engineer shall agree as to their respective responsibilities and actions in this regard.

- 3.2.5 Immediate notification must be given to Miami-Dade County Risk Management Division and Miami-Dade County Aviation Department and/or its agent in case of accident or occurrence which might give rise to a claim under any policy provided by the County, or any policy on which the County is a joint insured.
- 3.2.6 Compliance with the foregoing requirements as to the carrying of insurance shall not relieve the Architect/Engineer from liability under any portion of this Contract.
- 3.2.7 Cancellation of any insurance or non-payment by the Architect/Engineer 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 Architect/Engineer.
- 3.3 **ASSIGNMENT:** The Architect/Engineer shall not assign, transfer or convey this Agreement to any other person, firm, association, or corporation, in whole or in part. However, the Architect/Engineer 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 Architect/Engineer to provide all salaries, wages, materials, equipment, sub-consultants and other purchased services, etc., 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 Architect/Engineer during the selection process and interview. Such services shall be pursuant to appropriate agreements between the Architect/Engineer 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 Architect/Engineer shall not change any Sub-consultant without prior approval by the Director in response to a written request from the Architect/Engineer 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 Architect/Engineer to the Owner. The Architect/Engineer 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 Architect/Engineer may employ Sub-consultants to assist the Architect/Engineer in performing specialized Services. Payment of such Sub-consultants employed at the option of the Architect/Engineer shall be the responsibility of the Architect/Engineer and shall not be cause for any increase in compensation to the Architect/Engineer 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 Architect/Engineer.

- 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.

- 3.6.1 Time for Performance: The Architect/Engineer agrees to provide, as part of Basic Services, a detailed schedule acceptable to the Owner showing the time allocated for each Phase of the Services for each of the Project Elements. The schedule shall be provided in Excel, Microsoft Project, or Primavera formats.
- 3.7 TERMINATION OF AGREEMENT: This Agreement may be terminated upon prior written notice by either party as described herein. The Owner may terminate this Agreement or any Service Order for cause or for convenience. The Architect/Engineer may terminate this Agreement for cause in the event that the Owner willfully violates any provisions of the Agreement. The Architect/Engineer shall have no right to terminate this Agreement for convenience of the Architect/Engineer, without cause.
- 3.7.1 Owner's Termination for Cause: The Owner may terminate this Agreement or any Service Order upon seven (7) days written notice for cause in the event that the Architect/Engineer violates any provisions of this Agreement, or performs same in bad faith, or unreasonably delays the performance of the Services. Such written notice to the Architect/Engineer shall spell out the cause and provide reasonable time in the notification to remedy the cause.

The Owner may terminate this Agreement if the Architect/Engineer is found to have submitted a false certification or to have been, or is subsequently during the term of this Agreement, placed on the Scrutinized Companies for Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

Notwithstanding any other penalties for firms that have discriminated in violation of Article VII of Chapter 11A of the Code, the Owner may terminate the Agreement or require the termination or cancellation of a subconsultant contract. In addition, a violation by the Architect/Engineer or a subconsultant to it, or failure to comply with the Administrative Order (A.O.) 3-39 may result in the imposition of one or more of the sanctions listed in the A.O. (See [www.miamidade.gov/ao/home.asp](http://www.miamidade.gov/ao/home.asp)).

In the event the Owner terminates this Agreement for cause, the Owner will take over any and all documents 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 Architect/Engineer 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 Architect/Engineer hereunder had the Agreement not been terminated. Upon receipt of written Notice of Termination, the Architect/Engineer shall, when directed by the Owner, promptly assemble and submit as provided herein or as required in any Service Order issued hereunder, all documents including drawings, calculations, specifications, reports, correspondence, and all other relevant materials affected by such termination. No payments shall be made: 1) for Services not satisfactorily performed; and 2) for the cost of assembly and submittal of documents for services performed satisfactorily or unsatisfactorily.

- 3.7.2 Owner's Termination for Convenience: The Owner, in addition to the rights and options to terminate for cause, or any other provisions set forth in this Agreement, retains the right to terminate this Agreement or any Service Order upon thirty (30) days written notice at its sole option at any time for convenience, without cause, when in its sole discretion it deems such termination is in the best interest of the Owner.
- 3.7.3 Architect/Engineer's Termination for Cause: The Architect/Engineer may terminate this Agreement upon thirty (30) days written notice for cause in the event that the Owner violates any provisions of this Agreement. Such written notice to the Owner shall spell out the cause and provide reasonable time in the notification to remedy the cause. In the event the Architect/Engineer exercises its right to terminate this Agreement for cause, payment for Services satisfactorily performed prior to the date of termination shall be made in accordance with the article "Compensation for Services".
- 3.7.4 Implementation of Termination: In the event of termination, either for cause or for convenience, the Architect/Engineer, upon receipt of the Notice of Termination, shall:

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

3.7.5 Compensation for Terminated Work: Compensation for terminated work will be made based on the applicable provisions of the Article 8 "Compensation for Services".

### 3.8 SANCTIONS FOR CONTRACTUAL VIOLATIONS:

The County may terminate this contract or require the termination or cancellation of any sub-consultant contract, if the Consultant or any sub-consultant(s) violates Article VII of Chapter 11A of the Code. In addition, a violation by the Consultant, or sub consultant to the Consultant, or failure to comply with the Administrative Order (A.O.) 3-39 may result in the imposition of one or more of the sanctions listed in the A.O.

### 3.9 INTENT OF AGREEMENT:

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

- 3.9.2 This Agreement is for the benefit of the parties only and it does not grant rights to a third party beneficiary, to any person, nor does it authorize anyone not a party to the Agreement to maintain a suit for personal injuries, professional liability or property damage pursuant to the terms or provisions of the Agreement.
- 3.9.3 No acceptance, order, payment, or certificate of or by the Owner, or its employees or agents shall either stop the Owner from asserting any rights or operate as a waiver of any provisions hereof or of any power or right herein reserved to the Owner or of any rights to damages herein provided.
- 3.10 SOLICITATION: The Architect/Engineer warrants that: 1) it has not employed or retained any company or person, other than a bona fide employee working solely for the Architect/Engineer, 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 Architect/Engineer 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 Architect/Engineer for any reason whatsoever.
- 3.11 ACCOUNTING RECORDS OF ARCHITECT/ENGINEER: The Owner reserves the right to audit the accounts and records of the Architect/Engineer including, but not limited to, payroll records and Federal Tax return, supporting all payments for Services hereunder on the basis of Multiple of Direct Salaries and Reimbursement of Actual Expenses incurred. Such audit may take place at any mutually convenient time during the performance of this Agreement and for three (3) years after final payment under this Agreement. The Architect/ Engineer shall maintain, as part of its regular accounting system, records of a nature and in a sufficient degree or detail to enable such audit to determine the personnel hours and personnel costs and other expenses associated with each Project and/or task authorized for performance by Service Order(s). In accordance with Florida Statutes 287.055, the Architect/Engineer 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 costs where the Owner determines that the payment for Services was increased due to inaccurate, incomplete, or non-current wage rates or other factual unit costs. All such adjustments in compensation paid or payable to Architect/Engineer under this Agreement shall be made within three (3) years from the date of final billing or acceptance of the Services by the Owner, whichever is later.
- 3.12 INSPECTOR GENERAL (IG), INDEPENDENT PRIVATE SECTOR INSPECTOR GENERAL (IPSIG): Pursuant to MDC Code Section 2-1076, the Office of the Miami-Dade County Inspector General (IG) shall have the authority and power to review past, present, and proposed County programs, accounts, records, contracts, and transactions.

The IG shall have the power to subpoena witnesses, administer oaths, and require the production of records. Upon ten (10) days' written notice to the Consultant from IG, the Consultant shall make all requested records and documents available to the IG for inspection and copying.

The Consultant shall make available at its office at all reasonable times the records, materials, and other evidence regarding the acquisition (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.

### 3.13 OWNERSHIP OF DOCUMENTS AND COPYRIGHTS:

3.13.1 All notes, correspondence, documents, designs, drawings, renderings, calculations, specifications, models, photographs, reports, surveys, investigations, and any other documents and copyrights thereto for Services performed or produced in the performance of this Agreement, whether in paper or other hard copy medium or in electronic medium, is a work for hire and is the property of the Owner; however, the Owner may grant to the Architect/Engineer a non-exclusive license of the copyright to the Architect/Engineer for reusing and reproducing copyrighted materials or

portions thereof as authorized by the Owner in advance and in writing. In addition, the Architect/Engineer shall not disclose, release, or make available any document to any third party without prior written approval from Owner.

- 3.13.2 The Architect/Engineer is permitted to reproduce copyrighted material described above subject to written approval from the Owner.
- 3.13.3 At the Owner's option, the Architect/Engineer may be authorized by Service Order to adapt copyrighted material for additional or other work for the Owner; however, payment to the Architect/Engineer for such adaptations will be limited to an amount not greater than 50% of the original fee earned to adapt the original copyrighted material to a new site.
- 3.13.4 The Owner shall have the right to modify the Project or any component thereof without permission from the Architect/Engineer or without any additional compensation to the Architect/Engineer. The Architect/Engineer shall be released from any liability resulting from such modification.
- 3.13.5 The Owner shall own rights to all passwords necessary to access Project registration and certification data submitted to the GBCI via internet websites or other means.

#### 3.14 LAWS AND REGULATIONS:

- 3.14.1 The Architect/Engineer shall, during the term of this Agreement, be governed by Federal, State of Florida, and Miami-Dade County Laws, Regulatory Orders, County Codes and Resolutions, and MDAD operating procedures, all as may be amended from time to time, that may have a bearing on the Services involved in this Project. The Department will assist the Architect/Engineer in obtaining copies of any such laws, orders, codes, resolutions, or procedures not readily available on the Internet.
- 3.14.2 The Agreement shall be governed by the laws of the State of Florida and may be enforced in a court of competent jurisdiction in Miami-Dade County, Florida.
- 3.14.3 Portions of the work produced under this Agreement may be determined by the Owner to contain, Security Sensitive Information (SSI). Upon notification by the Owner, the A/E and its sub-consultants under this Agreement shall follow security requirements of the Transportation Security Administration, 49 CFR Parts 1500, et al., Civil Aviation Security Rules, and other MDAD Security Procedures. Documents deemed by the Owner to contain Security Sensitive Information shall bear the following warning:

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

Secretary of Transportation. Unauthorized release may result in civil penalty or other action.

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

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

- A. A source of income statement
- B. A current certified financial statement
- C. A copy of the Consultants current Federal Income Tax Return

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

- 3.14.6.1 Each employee of the consultant and subconsultant(s) that will be involved in the Project, shall sign an agreement stating that they will not copy, duplicate, or distribute the documents unless authorized by the Owner as required in Article 3.14.4.
- 3.14.6.2 The Architect/Engineer and its subconsultant(s) agree in writing that the project documents are to be kept and maintained in a secure location.
- 3.14.6.3 Each set of the project documents is to be numbered and the whereabouts of the documents shall be tracked at all times.
- 3.14.6.4 A log is developed to track each set of documents logging in the date, time, and name of the individual(s) that works on or views the documents.

3.15 CORRECTIONS TO CONTRACT DOCUMENTS: The Architect/Engineer shall prepare, without added compensation, all necessary supplemental documents to correct errors, omissions, and/or ambiguities that may exist in the Contract Document prepared by the Architect/Engineer including the documents prepared by its sub-consultants. Compliance with this Article shall not be construed to relieve the Architect/Engineer 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 Architect/Engineer 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 Architect/Engineer shall be issued by or through the Project Manager. The Architect/Engineer shall promptly inform the Project Manager in writing of any instructions received from others and of any other circumstances that arise that might affect the performance of the Services or of the Work.

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

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

3.18.2 In order to maintain high levels of security at MIA, the Architect/Engineer must obtain MDAD photo identification badges for all the Architect/Engineer's employees working in the Secured/AOA/Security Identification Display Area (SIDA)/Sterile Areas or any other restricted areas of the Airport. MDAD issues two types of identification badges: photo identification badges and non-photo passes. All employees, except temporary workers (working less than two weeks), will be required to obtain photo identification badges and will be subject to Federal Bureau of Investigation (FBI) fingerprint-based Criminal History Records Check (CHRC). Temporary workers (working less than two weeks) will be issued non-photo passes. At no time will an employee bearing a non-photo identification badge be authorized in a secured MIA location without being escorted by an MDAD authorized Escort Authority that has been issued a badge with an escort seal by the MDAD ID Section. No other individuals are allowed to escort under any circumstances.

- 3.18.3 The Architect/Engineer shall be responsible for requesting MDAD issue identification badges to all employees whom the Architect/Engineer requests be authorized access to the Secured/AOA/SIDA/Sterile Areas or any other restricted areas of the Airport and shall be responsible for the immediate reporting of all lost or stolen ID badges and the immediate return of the ID badges of all personnel transferred from Airport assignment, terminated from the employ of the Architect/Engineer, upon final acceptance of the Work, or termination of this Contract. The Architect/Engineer will be responsible for all fees associated with lost and unaccounted for badges or passes as well as the fee(s) for fingerprinting and ID issuance.
- 3.18.4 All employees of the Architect/Engineer, or Subconsultants, who must work within MDAD Secured/AOA/SIDA/Sterile Areas or any other restricted areas at Miami International Airport shall be supplied with MDAD identification badges as specified above, which must be worn at all times while within the referenced areas. Badges shall be worn on outer garments above the waist so as to be clearly visible in order to distinguish, on sight, employees assigned to a particular contractor. MDAD issues the non-photo passes on a daily basis, not to exceed two weeks. In order to obtain a non-photo pass, the Architect/Engineer must submit a 48 Hour Advance Notification form with required information to the MDAD Security Division, ID Section, for all temporary workers requiring access to the MDAD Secured/AOA/SIDA/Sterile Areas or other restricted areas of the airport. Non-photo passes will not be issued to temporary workers who have failed a criminal history records check, are in possession of an expired work permit, and/or have an expired MDAD ID badge. Each employee must complete the SIDA training program conducted by MDAD and comply with all other TSA, DHS, CBP, FAA or MDAD requirements as specified by the MDAD at the time of application for the ID badge before an ID badge is issued. MDAD Security and Safety ID Section regularly provide SIDA Training.
- 3.18.5 Architect/Engineer Ramp Permits will be issued to the Architect/Engineer authorizing vehicle entrance to the Airfield Operations Area (AOA) through specified Miami-Dade Aviation Department guard gates for the term of any Project. These permits will be issued only for those vehicles (including vehicles belonging to the Subconsultant) that must have access to the site during the performance of the Work. These permits will 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 Secured/AOA/SIDA will not be issued to privately owned or privately leased vehicles. All vehicles operating within the Secured/AOA/SIDA must have conspicuous company identification signs (minimum of three (3) inch lettering) displayed on both sides of the vehicle.
- 3.18.5.1 All vehicles operating within the Secured/AOA/SIDA must be provided with the Automobile Liability Insurance required

elsewhere in these General Conditions. Proof of such insurance shall be provided to MDAD Airside Operations Division upon request.

- 3.18.6 Vehicles delivering materials to the site will be given temporary passes at the appropriate guard gate. Such vehicles shall not be permitted to operate within the Secured/AOA/SIDA without MDAD escort to be provided by MDAD's Operations Division. To obtain an escort, the Architect/Engineer shall notify MDAD Airside Operations Division in writing twenty-four (24) hours in advance of such need. These passes shall be surrendered upon leaving the Secured/AOA/SIDA. All vehicles shall be marked with company name to ensure positive identification at all times while in the Secured/AOASIDA.
- 3.18.7 Only Architect/Engineer management level staff and supervisors with pictured MDAD I.D. badges shall be allowed to operate a motor vehicle on the Secured/AOA/SIDA without MDAD escort except when operating a vehicle that requires a specialized license to operate (CDL). Such vehicles must be under MDAD Airside Operations escort when moving on the AOA unless said vehicle is operating in an approved MOT. The Architect/Engineer shall require such employee to have a current, valid, appropriate Florida driver's license and to attend and successfully complete the AOA Driver Training Course conducted periodically by the Department. The privilege of a person to operate a motor vehicle on the Secured/AOA/SIDA may be withdrawn by the Department due to violation of AOA driving rules, or loss of Florida driver's license, or other cause.
- 3.18.8 The Architect/Engineer agrees that its personnel, vehicles, cargo, goods, and other personal property are subject to being searched when attempting to enter, leave or while on the Secured/AOA/SIDA/Sterile Areas or other restricted areas of the airport. It is further agreed that the MDAD has the right to prohibit an individual, agent, or employee of the Architect/Engineer or Subconsultant from entering the Secured/AOA/SIDA/Sterile Areas or other restricted areas, based upon facts which would lead a person of reasonable prudence to believe that such individual might be inclined to engage in theft, cargo tampering, aircraft sabotage, or other unlawful activities, including failure to comply with TSA, DHS, FAA, CBP, and MDAD SIDA/access control policies, rules, and regulations. Any person denied access to the Secured/AOA/SIDA/Sterile areas or other restricted areas of the airport or whose prior authorization has been revoked or suspended on such grounds shall be entitled to a review hearing before the Director or his/her authorized designee within a reasonable time. Prior to such hearing, the person denied access to the Secured/AOA/SIDA/Sterile Areas or other restricted areas of the airport shall be advised, in writing, of the reasons for such denial.

- 3.18.8.1 The Architect/Engineer acknowledges and understands that these provisions are for the protection of all users of the Secured/AOA/SIDA/Sterile Areas and are intended to reduce the incidence of terrorism, thefts, cargo tampering, aircraft sabotage, and other unlawful activities at the Airport and to maximize compliance with TSA, DHS, CBP, FAA, and MDAD access control policies and procedures.
- 3.18.9 The Architect/Engineer understands and agrees that vehicle and equipment shall not be parked/stored on the Secured/AOA/SIDA in areas not designated or authorized by MDAD nor in any manner contrary to any posted regulatory signs, traffic control devices, or pavement markings.
- 3.18.10 The Architect/Engineer understands and agrees that all persons entering and working in or around arriving international aircraft and facilities used by the various Federal Inspection Services agencies may be subject to the consent and approval of such agencies. Persons not approved or consented to by the Federal Inspection Services agencies shall not be employed by the Architect/Engineer in areas under the jurisdiction or control of such agencies. Persons not approved or consented to by the Federal Inspection Services agencies who enter such areas are subject to fines, which shall be borne entirely by the persons and/or the Architect/Engineer.
- 3.18.11 Notwithstanding, the specific provisions of this Section, the Owner shall have the right to add to, amend, or delete any portion hereof in order to meet reasonable security requirements of MDAD or of the TSA/DHS/ CBP/FAA.
- 3.18.12 The Architect/Engineer shall ensure that all employees so required participate in such safety, security, and other training and instructional programs, as MDAD or appropriate Federal agencies may from time to time require.
- 3.18.13 The Architect/Engineer agrees that it will include in all contracts and subcontracts with its MIA Subconsultants, service providers, and suppliers an obligation by such parties to comply with all security requirements applicable to their operations at the Airport. The Architect/Engineer agrees that in addition to all remedies, penalties, and sanctions that may be imposed by TSA, DHS, CBP, FAA, or the MDAD upon the Architect/Engineer's Subconsultants, suppliers, and their individual employees for a violation of applicable security provisions, the Architect/Engineer shall be responsible to the Owner for all such violations and shall indemnify and hold the Owner harmless for all costs, fines and penalties arising there from, such costs to include reasonable attorneys' fees.
- 3.18.14 In addition to the foregoing, the Architect/Engineer shall be required to comply with the U.S. Customs and Border Protection (CBP) requirements for obtaining CBP seals for those Architect/Engineer employees that will be

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

- 3.18.15 The employee(s) of the Architect/Engineer shall be considered to be at all times its employee(s), and not an employee(s) or agent(s) of the County or any of its departments. The Architect/Engineer shall provide employee(s) competent and physically capable of performing the Work as required. The County may require the Architect/Engineer to remove any employee it deems unacceptable.
- 3.19 NON-EXCLUSIVITY: Notwithstanding any provision of this Non-Exclusive Agreement, the Owner is not precluded from retaining or utilizing any other 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 Architect/Engineer shall have no claim against the County as a result of the County, 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 County Resolution No. 744-00, the Architect/Engineer shall identify in Appendix 3, attached hereto and made a part hereof, the specific technical or professional personnel to perform the necessary services under this Agreement. Such personnel shall not be replaced except when the Owner determines, in its discretion, that the proposed replacement personnel has equal or greater qualifications or capabilities to perform the necessary services.
- 3.21 ARCHITECT/ENGINEER RESPONSIBILITY:
- 3.21.1 The Architect/Engineer is responsible for the professional quality, technical accuracy, completeness, performance and coordination of all work required under the Agreement (including the work performed by Subconsultants), within the specified time period and specified cost. The Architect/Engineer shall perform the work utilizing the skill, knowledge, and judgment ordinarily possessed and used by a proficient consulting Architect/Engineer with respect to the disciplines required for the performance of the work in the State of Florida. The Architect/Engineer is responsible for, and represents that the work conforms to, the Owner's requirements as set forth in the Agreement. The Architect/Engineer shall be and remain liable to the Owner for all damages in accordance with applicable law caused by any failure of the Architect/Engineer or its Subconsultants to comply with the terms and conditions of the Agreement or by the Architect/Engineer's or Subconsultants' misconduct, unlawful acts, negligent acts, errors, or omissions in the performance of the Agreement. The A/E is responsible for the performance of work by Subconsultants and in approving and accepting such work, ensure the

professional quality, completeness, and coordination of Subconsultant's work.

- 3.21.2 In addition to all other rights and remedies that the Owner may have, the Architect/Engineer shall, at its expense, re-perform the services to correct any deficiencies that result from the Architect/Engineer's failure to perform in accordance with the above standards. The Architect/Engineer 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 Architect/Engineer 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 Architect/Engineer 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 Architect/Engineer or any Subconsultant of its obligations and responsibilities under the Agreement, nor constitute a waiver of any of the Owner's rights under the Agreement or of any cause of action arising out of the performance of the Agreement.
- 3.21.4 Upon Owner's notification of deficient or defective work stemming from the Architect/Engineer's services, the Architect/Engineer shall have fourteen (14) days to respond to the Owner's claim. The Owner shall implement its procedure for administrative review of the claim with notification to the Architect/Engineer of the findings from that review. Upon notification, the Architect/Engineer shall have fourteen (14) days to request reconsideration of the findings.
- 3.22 ARCHITECT/ENGINEER PERFORMANCE EVALUATION In accordance with Administrative Order 3-39 entitled "Standard Process for Construction of Capital Improvements, Acquisition of Professional Services, Construction Contracting, Change Orders, and Reporting", the Architect/Engineer 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 Architect/Engineer 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 County, the 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 9.
- 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.

3.30 ENERGY PERFORMANCE (EPact): Pursuant to R-740-08, Architect agrees to the following terms and conditions of engagement if awarded the Agreement for the work described herein: (1) [Miami-Dade County reserves the right to designate any eligible entity as the "Designer" of the energy efficient improvements incorporated in this Project for the purposes of allocating accelerated depreciation benefits pursuant to Section 179D of the Internal Revenue Code of 1986, as amended (the "Code"); (2) if Miami-Dade County determines that Architect shall receive accelerated depreciation benefits as a "Designer" for the purposes of Section 179D of the Code or that Architect shall otherwise benefit financially from the monetization of the accelerated depreciation benefit, Architect shall agree to discount its Agreement price or provide a cash rebate to Miami-Dade County. The determination of rebate versus discount shall be determined by Miami-Dade County at its sole discretion. The amount of the incremental financial benefit realized by the Architect as a result of the accelerated depreciation benefit or the monetization thereof, such actual percentage shall be negotiated in good faith by Miami-Dade County at the time the financial benefit to Architect becomes ascertainable; (3) Miami-Dade County reserves the right to retain a third party consultant ("EP ACT Consultant") to manage and administer the process of obtaining and monetizing the accelerated depreciation benefit derived from the Project and to designate the Energy Efficiency Consultant as the "Designer" of the energy efficient improvements for the purposes of Section 179D of the Code; and (4) Architect agrees to cooperate in all reasonable respects with the Energy Efficiency Consultant's efforts to obtain and monetize any such benefits derived from the Project on behalf of Miami-Dade County.

The County shall have no obligation to designate any entity "the Designer", to pursue such benefits on behalf of the Architect, or to cooperate with Architect in securing these benefits.

## ARTICLE 4

### BASIC SERVICES

- 4.1 **START OF WORK:** No Services under this Agreement shall be performed by the Architect/Engineer prior to the receipt of an appropriate Service Order. Each Service Order shall specify
- the scope of work, time of completion, deliverables, and total compensation for the services authorized;
  - the consequences for failure of the A/E to meet the DSCMP; and
  - whether the Services are Basic Services, Additional Services, Work Site Services, or Dedicated Services.

A Service Order may also be issued to stop the performance of such Services.

- 4.2 **BASIC SERVICES SCHEDULE AND SUMMARY:** The Architect/Engineer agrees to furnish or cause to be furnished to the extent authorized by Service Order all architectural and engineering professional services, as further specified below, designated as Basic Services, in the Phases delineated and described herein unless modified by the Service Order, for the design, Work Related Services, and satisfactory completion of the Project described in a Project Definition Book or as may otherwise be described in the Special Provisions of this Agreement. The Architect/Engineer shall be responsible for correction of any errors, omissions, and/or ambiguities, as determined by the Owner/Project Manager, resulting from the Services.

Upon receipt by the Architect/Engineer of a Service Order to proceed with Phase I services, the Architect/Engineer shall prepare and submit to the Owner, for its review and approval, a DSCMP for the first three Phases of the Project that conforms to the Project and Phase durations contained in the schedule in the Special Provisions.

The Architect/Engineer is firmly obligated to complete the services in accordance with the approved DSCMP, and shall furnish sufficient personnel, equipment, and facilities and shall work such hours as necessary to assure such completion. The Architect/Engineer shall meet once per month with the Project Manager to review the Architect/Engineer prepared DSCMP, which will establish the basis of payment and the actions necessary to correct schedule deficiencies. The Architect/Engineer may request modifications to the DSCMP by submitting a written request to modify with supporting justification. It shall be at the Owner's sole discretion whether to grant such a modification.

- 4.2.1 The Architect/Engineer shall furnish or cause to be furnished all professional design services prescribed in the Special Provisions of this Agreement and all other services normally required for an airport project of this type.
- 4.2.2 The Architect/Engineer shall design facilities that have common boundaries, surfaces, spaces, or that otherwise interface with other facilities or operations being designed, constructed, or operated by others not a part of this Agreement and shall also include the coordination of such design.
- 4.2.3 The Architect/Engineer shall design of interim/temporary facilities included in the Project Budget with the necessary associated facilities to accommodate operations, pedestrian and/or vehicular traffic, tenants or concessionaires, as needed during construction.
- 4.2.4 It shall be the responsibility of the Architect/Engineer to follow and be responsive to the technical and schedule guidance and oversight furnished by the Project Manager.
- 4.2.5 All services performed during Phases 1A through 3D of the Basic Services shall comply with and be in conformance with the Deliverables Requirements Manual and the Design Guidelines Manual. In addition, the Project shall be designed so as to be able to achieve the LEED category stipulated in Article 9.
  - 4.2.5.1 The LEED AP shall develop and implement a LEED Certification Plan to monitor and document progress during design and construction. Implementation shall include, but not be limited to, the following through-out all Phases: coordinate and verify selected materials, actions, and systems are Project-appropriate and meet LEED credit criteria; collect, organize, and prepare documents required for LEED certification, and performance verification; and register the Project with GBCI, providing follow-through in attaining the required level of LEED certification.
- 4.2.6 Throughout all Phases of the Basic Services, the Architect/Engineer shall coordinate its Services with other Owner provided consultants.
- 4.2.7 For Phases 1A through 3D of the Basic Services, the Architect/Engineer shall submit to the Owner the deliverables listed under the various Phases in the Deliverables Requirements Manual in the format approved by the Owner. In addition, the Architect/Engineer shall submit with each set of deliverables a complete listing of the items required to be delivered for that Phase, by discipline, and indicate which of those items are actually being submitted. For any items not being submitted, the Architect/Engineer shall submit either a written statement as to why such items are not being submitted as required or an approved waiver for the omission. The Owner reserves the right to reject all or part of any submittals that are not complete in their content as required herein.

The Architect/Engineer shall be totally responsible for any additional costs resulting, from such rejections and shall not be compensated in any manner by the Owner therefor.

4.2.8 For Phases 1A through 3D of the Basic Services, the Architect/Engineer shall submit estimates of Probable Construction Cost, as described in the Definitions. The estimates are to be prepared by a Professional Construction Estimator. Compensation to the Professional Construction Estimator shall be the sole responsibility of the Architect/Engineer and shall be considered part of the Architect/Engineer's compensation for Basic Services. As part of its Probable Construction Cost, the Architect/Engineer shall assist the Owner in identifying Project Elements that are eligible for Federal/State grant-in-aid participation. The Architect/Engineer shall assist in reviewing applications prepared by the Owner and the Project Manager. If meetings with grant agencies are required, attendance at such meetings will be compensated by the Owner as Additional Services.

4.2.9 Submittals for Phases 2 through 3C shall include a "Project LEED points estimate" and narrative, as appropriate, describing the materials, actions, and systems being incorporated in the Project to attain the stated LEED certification category.

4.2.10 Throughout all Phases of the Basic Services, all drawings shall be produced electronically using AUTOCAD software which shall be within two years of the latest release. The A/E must submit all original working drawings in an electronic vector format with an AUTOCAD drawing extension ".dwg". Within the drawing, all external reference files must be bound into one file that represents each of the drawings (hardcopy/prints) in the construction document set. With each submittal, all supporting electronic files, such as images, fonts and line types, shall be included with the drawings. All drawings must comply with and use a layering format adopted by the Owner and referred to as the Technical Support Facility Management Layering system.

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

4.2.11 The Architect/Engineer shall submit hard and electronic format, as specified herein or otherwise by the Owner, copies of all documents required under each Phase for review, comments, and approval by the Owner. The number of copies

and the distribution of those copies shall be specified in the Service Order for each Phase.

The electronic submittal required under this Agreement shall be in a format acceptable to the Owner and shall generally consist of the digital plot files and digital working files as indicated above and shall be organized and submitted on compact storage discs (CD) compatible with Owner's "Windows" operating system. This information can be obtained through MDAD Technical Support.

- 4.2.12 At the end of Phases 1B, 2 and 3C the Architect/Engineer shall, through the Project Manager, schedule a review(s) of all plans and programs with the user representatives of the Owner.
- 4.2.13 Recognizing that the construction of other projects at the Airport may affect scheduling of the construction for each Project Element or components thereof, the Architect/Engineer shall diligently coordinate the performance of the Services with the Owner and its designees in order to provide for the safe, expeditious, economical, and efficient completion of the Project, without negatively impacting concurrent work by others or the airport operations.
- 4.2.14 A formal Value Analysis/Engineering study will be conducted at the end of Basic Services Phase 2. The A/E shall assist as directed by the Project Manager in the VA/E process.
- 4.2.15 The Architect/Engineer shall have a written design quality management program related to Construction Contract Document preparation and Work Related Services that details the methods and procedures that will be taken to assure that all services required by this Agreement conform to the required professional quality, technical accuracy, completeness, performance, and coordination of all work under the Agreement (including the work performed by Subconsultants). Such program shall be submitted to the Owner within seven (7) days after the Owner issues the first Service Order under this Agreement. The Architect/Engineer shall make all adjustments to the program deemed necessary by the Owner. The design quality management program, as adjusted, shall be implemented throughout the entire design and construction process.
- 4.2.16 The Architect/Engineer's Probable Construction Cost (including construction contingency allowance), broken down by specification sections or unit prices, shall include any adjustments necessary for projected award dates, changes in requirements, or general market conditions. Service Orders to proceed with Phases 3A, 3B and 3C may not be issued if the Probable Construction Cost, as submitted by the Architect/Engineer at Phases 2, 3A and 3B, respectively, exceeds the total Owner allocated funds for the construction of the Project. No further progress payment shall be made should the Probable Construction Cost in any Phase exceed the Budget, until an alternate design is provided at no additional compensation, to bring the cost within the Project Budget limitations.

- 4.2.17 For Phases 3A through 3D, the Architect/Engineer shall provide a CSI formatted cost loaded construction schedule that conforms to both the latest Probable Construction Cost and the Work Sequencing and Staging Plan. The cost loaded schedule shall be updated at each Phase. The level of detail of the cost loaded schedule at each Phase shall be commensurate with the level of detail of the latest Probable Construction Cost.
- 4.2.18 For Phases 3A through 3D, the Architect/Engineer shall prepare and include plans for the Contractor's/Field Representative's construction trailer. The plans shall show as a minimum the location of the trailer(s), parking, access, and temporary utility connections for the trailer(s) required during the performance of the Work by the Contractor.
- 4.2.19 Commissioning Plans: The Architect/Engineer shall develop a commissioning plan in conformance with the current edition of the "MDAD Construction Contracts General and Legal Provisions and Division 1/Commissioning for Facilities Projects" and the Design Guidelines Manual.

#### 4.3 PHASES 1A AND 1B - PROGRAM VERIFICATION AND PREPARATION OF SCHEMATIC DESIGN DOCUMENTS

- 4.3.1 Phase 1A - Program Verification: Based upon the Program drawings, preliminary budget, and Design Guidelines furnished to the Architect/Engineer by the Owner, a Service Order may be issued to the Architect/Engineer to verify the accuracy and adequacy of all available information for the Project. Such verification shall include but not be limited to the following areas:
  - 4.3.1.1 Program: The Architect/Engineer shall examine the Project Book including Program Drawings furnished by the Owner and shall confirm user requirements and determine requirements for additional studies, verify the physical/spatial characteristics of the Project, the completeness of the Program, and their adherence to the Design Guidelines Manual.
  - 4.3.1.2 Record Drawings: The Architect/Engineer shall examine, and verify all as-built conditions as to their completeness and accuracy as depicted on the Record Drawings furnished by the Owner.
  - 4.3.1.3 Project Budget: The Architect/Engineer shall examine in detail, the estimated construction costs furnished by the Owner. Should this cost verification reveal serious discrepancies and/or deficiencies which would impact the Project and its subsequent stages of development, the Architect/Engineer shall inform the Owner in writing as to the adequacy of the funds required to complete the Project through the construction phase.

- 4.3.1.4 Utilities Investigation: The Architect/Engineer shall evaluate the utilities information provided by the Owner and determine the adequacy of existing utilities to accommodate the additional utility loads imposed by the Project Element(s), and incorporate such information into the design.
- 4.3.1.5 Surveys: The Architect/Engineer shall provide the survey information, and incorporate such information into the design. The Architect/Engineer shall be responsible for obtaining any additional survey information that is required for the completion of the project and was not provided by the Owner.
- 4.3.1.6 Soils Investigations: The Architect/Engineer shall prepare a soils investigation plan for use in determining soil characteristics required for proper design of the Project Elements included herein. The plan shall show the number, spacing and depth of borings required and shall specify such other tests and investigations as may be necessary to provide information prerequisite to the Project's design. The Architect/Engineer shall specify, locate and coordinate the specific borings and tests to be performed by others and shall interpret the results for application to the Project.
- 4.3.1.7 Discrepancies between Existing Conditions and Depicted Conditions: Any discrepancies between the actual, existing conditions and conditions depicted on drawings or other information provided by the Owner shall be noted by the Architect/Engineer. The actual, existing conditions shall then be incorporated into the Contract Documents. The Owner shall be informed, in writing, of any discrepancy between actual, and drawings.
- 4.3.1.8 Deficiencies of Information: The Architect/Engineer shall inform the Owner in writing of any deficiencies, other than discrepancies from actual, existing conditions found during verification, in the as-built conditions, utility information, survey information and/or soils investigation which are deemed necessary to provide a satisfactory basis on which to perform the Basic Services. Upon agreement of the deficiencies by the Owner, the Owner may then issue a Service Order directing the Architect/Engineer to perform the necessary investigations and develop the required additional information as Additional Services.

At its option, the Owner may direct a geotechnical engineering company, an independent engineering testing laboratory, a survey company, or other firm(s) under contract with the Owner to provide the necessary services for the Architect/Engineer. The Architect/Engineer shall be responsible for verification of the validity, interpretation, coordination, application, and use of all supplemental information, signed and sealed, provided by any such independent consultant.

4.3.1.9 Art in Public Places: The Architect/Engineer shall, prior to preliminary design, initiate contact and confer with the Art in Public Places Representative for review of applicability of an art component to the Project. Should Art in Public Places Department determine that the installation of an art component is applicable to this Project based on the provisions of County Code Section 2.11.15 and should it decide to pursue said installation, the Architect/Engineer shall further confer with the Art in Public Places Representative to develop a concept for art appropriate to the Project, and with the Art in Public Places Professional Advisory Committee as to the type(s) of art, location(s), and possible artist(s). The Director of Art in Public Places shall approve the final concept and location. The final choice of the artist(s) will be made by the Art in Public Places Trust, upon recommendation of the Art in Public Places Professional Advisory Committee. As part of its Master Plan, Art in Public Places encourages and will give preference to collaborative projects between the artist(s) and the Architect/Engineer to promote the integration of art work and site. Such collaborative efforts shall include the active involvement of both the Architect/Engineer and the artist(s) during Design Development of the Project. In consultation with the artist(s) and Art in Public Places, the Architect/Engineer shall make all the necessary provisions and coordinate the development and incorporation of artwork(s) details and/or specifications in the Contract Documents for the Project. The Architect/Engineer shall coordinate the installation of necessary anchorages, special lighting, or plumbing or other utility or installation and connections as required for the proper installation of the art work in accordance with the artist's concept(s). The Architect/Engineer shall provide, without added compensation, technical support including but not limited to assisting the artist(s) in the development of preliminary and final construction cost estimates for infrastructure work necessary to support the art work to the extent that it is included in the Contract, construction procedures/approach, typical sections, profiles and details, structural support and utility connection systems (including structural anchorage details as may be required), technical specifications, submittals and shop drawing requirements (including review and approvals) for all ancillary facilities in connection with the installation of the artwork. The Architect/Engineer shall coordinate the installation of the artwork with the artist(s) and the Contractor during construction and shall assist the artist(s) and Art in Public Places in the resolution of issues pertaining to coordination. The Architect/Engineer shall inspect, along with the artist(s) and the Art in Public Places Representative, the completed installation(s) by the Contractor for compliance with the Contract Documents.

4.3.2 Phase 1B - Preparation of Schematic Design Documents: Upon the written confirmation from the Architect/Engineer that all elements of the Project have

been identified and the Owner's cost estimates have been verified, the Owner may issue a Service Order to prepare the Schematic Design Documents.

The Architect/Engineer shall review the verified Program with the Owner's representatives, lessees (if applicable), and all agencies and other governmental authorities having permitting or other approval authority with respect to the Project. If authorized in writing by the Project Manager, Project Elements or components, as well as suggestions of such agencies or lessees (if applicable) regarding required procedures, are to be followed by the Architect/Engineer. Necessary inclusions shall be made when preparing the Design Development and the Contract Documents. Upon completion of the agencies' reviews, the Architect/Engineer shall detail in writing the recommendations of the agencies' to the Owner and shall modify the suggested plan as appropriate and resubmit it to the Owner for review, further modifications, and for approval and agreement by the Owner. As a part of this Phase, the Architect/Engineer shall prepare and submit the Phase 1B deliverables including but not limited to the following:

- 4.3.2.1 Site Plan: A site plan(s) of the Project, at a scale to be specified by the Owner, showing the Project Elements, existing facilities, and proposed projects pertinent to or interfacing with other projects and with the remainder of the Basic Services under this Agreement.
- 4.3.2.2 Schematic Design Studies: The Schematic Design studies shall consist of all plans, elevations, sections, perspectives, etc., as required to show the scale and relationship of the design concept to surrounding facilities and other Project Elements plus a narrative report, setting forth in appropriate detail, the criteria to be used in preparing the Contract Documents for the Project Elements and identifying all major equipment and systems required, including alternative items as appropriate, and Work Sequencing Schedules. Design areas and elements beneficial to attaining the required LEED certification category shall be identified and quantified.

These Schematic Design studies are preliminary in nature and scope. They shall be further defined, and amplifying details shall be developed, by the Architect/Engineer during subsequent Phases of the Basic Services.

The Owner will make a determination, based on the Schematic Design studies and narrative report, of what equipment and systems will be used. In addition, the Owner will, based on the investigations and recommendations developed by the Architect/Engineer, determine which equipment and other items the Owner will purchase outside the Contract for this Project. Should the Owner decide to purchase equipment and materials separately and furnish them to the Contractor, the Architect/Engineer shall, as part of the Basic Services, provide detailed programming and scheduling, perform

follow-on liaison with vendors with respect to availability and delivery, and provide any other such Services with respect to such separately purchased and furnished equipment as would otherwise be required had said equipment not been separately purchased and furnished.

- 4.3.2.3 Drainage: The Architect/Engineer shall prepare a preliminary drainage plan showing the direction and quantities of flows to each drain. The Schematic Design narrative report shall provide drainage calculations in sufficient detail to give assurance that the Project can be used under the approved design storm conditions.
- 4.3.2.4 Barricades, Signing, Marking and Lighting: The Architect/Engineer shall prepare, as necessary, a preliminary maintenance of traffic plan, construction operations safety plan, and a security plan which show how the Work can be accomplished within operational constraints. The safety plan shall be prepared as part of the Project documents in conformance with the FAA Advisory circulars and the MDAD Airside Operations Procedures (where applicable). It shall delineate the nature, extent, and location of site access, required temporary barricading, signing, marking, and lighting for the Aircraft Operation Areas and Landside work areas for the Project. The safety plan shall also be coordinated with appropriate Owner staff.
- 4.3.2.5 Work Sequence and Staging Plan: The Architect/Engineer shall develop a Work Staging Plan to avoid adverse impacts on existing airport and aircraft operations and shall advise the Owner in writing of the remaining adverse impacts, if any, and estimated increase in Project costs that would result from such staging plan. The Architect/Engineer shall develop a Work Sequencing Schedule showing the sequence of the construction and the relative time frame within the overall construction period. Alternative plan(s) and associated cost(s) shall also be developed and submitted, along with an analysis by the Architect/Engineer of pertinent factors and relative merits of each plan, even if such alternative plan(s) would adversely impact airport and aircraft operations. The decision as to which plan to use will be made by the Owner, and the Architect/Engineer will be informed of such decision in writing.
- 4.3.2.6 Outline Specification: The Architect/Engineer shall prepare an outline specification which will describe the architectural and engineering requirements, earthwork, utility adjustments and relocations, bridge substructure, superstructure, drainage, foundations, mechanical, electrical, utilities, lighting, signalization, signage, markings, external finishes, painting, security systems, fire protection systems, plumbing, and other incidental and special equipment being proposed for the Project, all of which will be considerations in the cost estimate.

- 4.3.2.7 Probable Construction Cost: The Architect/Engineer shall submit a Probable Construction Cost of the Project. The Probable Construction Cost shall include the estimated costs of constructed or acquired facilities and improvements in such detail as required by the Owner including each class of equipment, operational systems, and any other direct costs that may be included in the Project by the Owner pursuant to this Agreement. No further progress payment shall be made should the Probable Construction Cost in any phase exceed the Budget, until an alternate design is provided at no additional compensation, to bring the cost within the Project Budget limitations.
- 4.3.2.8 Project LEED point estimate: The A/E shall submit the Project LEED point estimate corresponding to the Phase 1B submittal documents. The Project LEED point estimate shall be updated for each successive Phase and kept current. No further progress payment shall be made should the Project LEED point estimate in any Phase fail to meet or exceed the top three (3) points in the specified LEED certification category.
- 4.3.2.9 LEED Certification Plan: The A/E shall submit a LEED Certification Plan for the Project which shall detail the steps necessary to attain the specified LEED certification category and how each is to be implemented during design and construction of the Project. The LEED Certification Plan shall be updated for each successive Phase and kept current. Successive submittals shall show progress level of each step and directly correspond to the design decisions of each Phase.
- 4.3.3 During Phase 1B the Owner may direct the Architect/Engineer, by Service Order, to combine specified portions of the Phase 1B and Phase 2 Basic Services and eliminate or change certain portions of the Services in order to provide Contract Documents more efficiently or cost-effectively. If so directed by the Owner, fees for these two Phases shall be the same as if the two Phases were performed in their entirety. The durations for the individual Phases 1B and 2 will be combined to establish the total duration for the combined phase 1B/2, which will equal the sum of the durations for the individual Phases.
- 4.3.4 The Architect/Engineer shall not proceed with the following Phase 2 - Design Development until appropriate written approvals and comments on the deliverables for Phase 1B and a Service Order for the Phase 2 Basic Services are received from the Owner. All comments shall be addressed, in writing, and reflected in the Phase 2 documents. The Architect/Engineer understands that such approvals, comments, and Service Order may be received individually and at different times.

#### 4.4 PHASE 2 - DESIGN DEVELOPMENT

- 4.4.1 Upon receipt from the Owner of a Service Order for Phase 2 Basic Services, the Architect/Engineer shall prepare Design Development documents from the approved Schematic Design documents developed in the performance of the Phase 1B Basic Services. Phase 2 Basic Services shall produce the submittals as more fully detailed in the Professional Services Deliverables. The Design Development documents shall consist of Drawings, Outline Specifications, Work Sequencing Schedules, and other documents as may be necessary to fix and describe the size and character of the systems and components to be included in the Project. The systems, components, and associated controls shall integrate with and be of like character to those typically found in similar projects unless otherwise specifically approved by the Owner in writing. All plans and programs developed during Phase 1B for interim locations or routings, or for the staging and sequencing of Work, shall be refined and updated as applicable. Should the need for additional plans and/or programs become apparent during the course of the performance of the Phase 2 Basic Services, such additional plans and programs shall be prepared and included in the Design Development documents.
- 4.4.2 Unless otherwise stipulated in the Special Provisions, it is the Owner's intent to bid the Project in one (1) package. The Owner, though, reserves the right to direct that the Project be divided into as many contracts as required by operational constraints, tenant or lessees needs, adjacent project scheduling, or other reasons as determined by the Owner. If the Owner requires the Project to be broken into more bid packages than specified herein, the additional work to accomplish this will be compensated to the Architect/Engineer as Additional Services.
- 4.4.3 The Architect/Engineer shall participate in a Value Analysis (VA), including Life Cycle Cost Analysis, lasting approximately seven (7) days. The Architect/Engineer will provide documents, make an opening presentation relative to the contents of those documents, respond to questions posed. Recommendations agreed to and required by the Owner will be incorporated by the Architect/Engineer into the Phase 2 Services.
- In performing the VA, the A/E will be mindful of the required LEED certification level, and the A/E shall address the benefits and drawbacks of any proposed system, item, or element to be the basis of the LEED certification, and shall be knowledgeable of alternatives available in order to ensure the attainment of that certification.
- 4.4.4 The Architect/Engineer shall submit all documents required under Phase 2 Design Development for review and comments by the Owner. The Design Development documents submitted shall also include updates to the Phase 1B

Project Probable Construction Cost. These updates shall be based upon the approved size and character of the components of the Project Elements and the incorporation of the Owner approved recommendations of the Value Analysis. If the Phase 2 Probable Construction Cost indicates that the Project cost shall be more than the approved Phase 1B Probable Construction, no further progress payment will be made until an alternate design is provided, at no additional compensation, to bring the cost within the Project Budget limitations. The Owner may direct the Architect/Engineer to modify, without additional compensation, the Design Development documents to bring the Phase 2 Probable Construction Cost within or below the approved Phase 1B Probable Construction Cost. The Architect/Engineer shall not proceed with the following Phase 3A - 30% Contract Documents until appropriate written approvals and comments on the deliverables for Phase 2 and a Service Order for the Phase 3A Basic Services are received from the Owner. All comments shall be addressed in Phase 3A. The Architect/Engineer understands that such approvals, comments, and Service Order may be received individually and at different times.

4.4.5 The Architect/Engineer shall prepare exhibits required to convey the intent of the design during Phase 2 presentation to the Owner for Owner's and Users' reviews. The Architect/Engineer shall resolve all comments, including a follow-up presentation(s) if required. Phase 2 Design Development drawings shall specifically note areas, systems, and/or items necessary for conformance to the required Project LEED certification category. The Project LEED points estimate shall be updated at every submission and coordinated with the Probable Construction Cost estimate and the LEED Certification Plan. The Project LEED points estimate shall be realistic and not less than the top three (3) points specified in the certification category for the Project.

4.4.6 The Architect/Engineer shall also, to the extent applicable based on refinements and amplifications effected during the Design Development phase, review pertinent documents with the agencies having permitting or other approval authority with respect to the Project, including those agencies previously consulted in Phases 1A and 1B above, to obtain the reviews of such agencies. The Architect/Engineer shall report in writing the findings of such reviews with said agencies and provide recommendations for approval by the Owner relative to such findings for implementation by the Architect/Engineer in Phase 2 Basic Services.

#### 4.5 PHASES 3A, 3B & 3C - CONTRACT DOCUMENTS

4.5.1 Phase 3A, 30% Complete Contract Documents

4.5.1.1 Upon receipt of a Service Order for Phase 3A Basic Services, the Architect/Engineer shall prepare the 30% Contract Documents from the

approved Design Development documents developed in the performance of the Phase 2 Basic Services. Phase 3A Basic Services shall produce the submittals as more fully detailed in the Deliverables Requirements Manual.

- 4.5.1.2 The Architect/Engineer shall prepare a preliminary Storm Water Pollution Prevention Plan (SWPPP) in accordance with the National Pollution Discharge Elimination System (NPDES) storm water discharge regulations under the Clean Water Act Amendments of 1987.

The Architect/Engineer shall comply with the current "NPDES General Permits For Storm Water Discharge From Construction Sites", for storm water rules, regulations, and project eligibility, and shall prepare a SWPPP for the Project using all applicable Environmental Protection Agency (EPA) and local agency regulations.

The Architect/Engineer may refer to the MDAD SWPPP guidance manual for information on preparing an individual SWPPP for Owner approval and Contractor implementation.

- 4.5.1.3 Using the documents prepared under this Article, the Architect/Engineer shall submit for review the necessary portions of the Contract Documents to the authorities, including but not limited to, County, State, and/or Federal, having jurisdiction over the Project by law or contract with the County.

- 4.5.1.4 The Architect/Engineer shall submit all documents required under Phase 3A - 30% Contract Documents for review and comments by the Owner. The 30% Contract Documents submittal shall apply to all applicable disciplines including, but not limited to, architectural, structural, mechanical/HVAC/plumbing/fire protection, electrical, and civil. The 30% Contract Documents submittal shall include CSI Divisions 1 through 16. The 30% Contract Documents submitted shall also include updates to the Phase 2 Project Probable Construction Cost. These updates shall be based upon the approved size and character of the components of the Project Elements as developed in the approved Phase 2 Design Development. If the Phase 3A Probable Construction Cost is higher than the Phase 2 Probable Construction Cost, no further progress payment will be made until the Architect/Engineer provides an alternate design. The Owner may direct the Architect/Engineer to modify, without additional compensation, the 30% Contract Documents to bring the Phase 3A Probable Construction Cost within or below the approved Phase 2 Probable Construction Cost. The Architect/Engineer shall not proceed with the following Phase 3B - 75% Contract Documents until appropriate written approvals and comments on the deliverables for Phase 3A and a

Service Order for Phase 3B Basic Services are received from the Owner. All comments shall be addressed in Phase 3B. The Architect/Engineer understands that such approvals, comments, and Service Order may be received individually and at different times. For LEED certified projects, the Architect/Engineer shall prepare and include drawings and specifications of each discipline identifying the specific elements that will qualify for LEED points, as well as the LEED point estimate. Specific areas, items, and elements that contribute to the Owner-required LEED category shall be listed, keyed, or otherwise highlighted for review purposes.

- 4.5.1.5 The Architect/Engineer shall, to the extent applicable based on refinements and amplifications effected during this Phase, review pertinent documents with those agencies having permitting or other approval authority with respect to the Project, including agencies previously consulted by the Architect/Engineer in Phases 1A, 1B and 2, in order to obtain changes in the opinions, comments, and suggestions of those agencies with respect to such refinement and amplifications. The Architect/Engineer shall report in writing to the Owner, for approval by the Owner, the findings of such reviews with said agencies and its recommendations relative to such findings for implementation by the Architect/Engineer in Basic Services Phase 3B.

#### 4.5.2 Phase 3B, 75% Complete Contract Documents

- 4.5.2.1 Upon receipt of a Service Order for Basic Services Phase 3B, the Architect/Engineer shall prepare the 75% Contract Documents from the approved 30% Contract Documents developed in the performance of the Phase 3A Basic Services. Phase 3B Basic Services shall produce the submittals as more fully detailed in the Deliverables Requirements Manual.
- 4.5.2.2 Using the documents prepared under this Article, the Architect/Engineer shall submit for review the necessary portions of the Contract Documents to the authorities including, but not limited to, County, State, and/or Federal, having jurisdiction over the Project by law or contract with the County. Said documents shall be sufficient to be permitted as applicable by such authorities. The Architect/Engineer shall assist the Owner in coordinating with the Building Department to facilitate permit approval prior to approval by the Owner of the 100% complete Review Set and printing of the Contract Documents.
- 4.5.2.3 The Architect/Engineer shall develop a coordinated plan of execution for this Phase, which will include an outline, or index, of the contents of the Contract Documents along with a schedule(s) for completion.

- 4.5.2.4 The Architect/Engineer shall prepare Plans in a manner that will ensure clarity of line work, notes and dimensions when reduced to 50 percent of the original size. After acceptance by the Owner, the Plans shall become part of the Contract Documents. The Technical Specifications shall provide that a system of quality control and quality assurance be a requirement of the work. The quality control and quality assurance system shall provide the procedures to be used by the Contractor and the Architect/Engineer to assure that the quality of all materials, equipment systems, and furnishings function as intended and are equal to or better than called for in the specifications.
- 4.5.2.5 The Architect/Engineer shall submit all documents required under Phase 3B - 75% Contract Documents for review and comments by the Owner. The 75% Contract Documents submittal shall apply to all applicable disciplines including, but not limited to, architectural, structural, mechanical/HVAC/plumbing/fire protection, electrical, and civil. The 75% Contract Documents submittal shall include CSI Divisions 1 through 16. The 75% Contract Documents submitted shall also include updates to the Phase 3A Project Probable Construction Cost. These updates shall be based upon the approved size and character of the components of the Project Elements as developed in the approved Phase 3A - 30% Contract Documents. If the Phase 3B Probable Construction Cost indicates that the Project cost shall be more than the approved Phase 3A Probable Construction Cost, the Architect/Engineer shall provide an alternate design, without additional compensation and without changing the scope of the Project, to bring the Phase 3B Probable Construction Cost within or below the approved Phase 3A Probable Construction Cost. For LEED certified projects, the Architect/Engineer shall prepare and include drawings of each discipline identifying the specific elements that will qualify for LEED points. Specific areas, items, and elements that contribute to the Owner-required LEED level shall be listed, keyed, or otherwise highlighted for review purposes.
- 4.5.2.6 The Architect/Engineer shall participate in an abbreviated (two to three days) follow up VA/Life Cycle study/critique/constructability after submission of 75% Construction Documents. Participation shall be as necessary to assure that the Owner approved recommendations from the Phase 2 VA have been incorporated and that any additional recommendations from this Phase 3B VA are fully understood and will be incorporated into the Contract Documents.
- 4.5.2.7 After review by the Owner, the Architect/Engineer shall resolve all questions and have all revisions made to its documents as required by the Owner. The Architect/Engineer shall prepare a 75% complete Review Set. The 75% Review Set shall be returned to the Owner with a consolidated

cost and schedule breakdown by construction trade that will permit the Miami-Dade County Department of Business Development to readily develop contract measures in the bidding documents. The Architect/Engineer shall not proceed with the following Phase 3C - 100% Contract Documents until appropriate written approvals and comments on the deliverables for Phase 3B and a Service Order for Phase 3C Basic Services are received from the Owner. All comments shall be addressed in Phase 3C. The Architect/Engineer understands that such approvals, comments, and Service Order may be received individually and at different times.

#### 4.5.3 Phase 3C, 100% Complete Contract Documents

4.5.3.1 Upon receipt of a Service Order for Phase 3C, the Architect/Engineer shall proceed with Basic Services Phase 3C - 100% Contract Documents. The Architect/Engineer shall prepare the 100% Contract Documents from the approved 75% Contract Documents developed in the performance of the Phase 3B Basic Services. Phase 3C Basic Services shall produce the submittals as more fully detailed in the Deliverables Requirements Manual.

1. The Architect/Engineer shall submit all documents required under Phase 3C - 100% Contract Documents for review and comments by the Owner. The 100% Contract Documents submittal shall apply to all applicable disciplines including, but not limited to, architectural, structural, mechanical/HVAC/plumbing/fire protection, electrical, and civil. The 100% Contract Documents submittal shall include CSI Divisions 1 through 16 and MDAD Division 0. The 100% Contract Documents submitted shall also include updates to the Phase 3B Project Probable Construction Cost. These updates shall be based upon the approved size and character of the components of the Project Elements as developed in the approved Phase 3B - 75% Contract Documents. If the Phase 3C Probable Construction Cost indicates that the Project cost shall be more than the approved Phase 3B Probable Construction Cost, no further progress payment will be made until the Architect/Engineer provides an alternate design the Architect/Engineer shall, without additional compensation and without changing the scope of the Project, provide an alternate design to bring the Phase 3C Probable Construction Cost within or below the approved Phase 3B Probable Construction Cost. The Owner may direct the Architect/Engineer to modify, without additional compensation, the 100% Contract Documents to bring the Phase 3C Probable Construction Cost within or below the approved Phase 3B Probable Construction Cost. The

Architect/Engineer shall not proceed with the following Phase 3D Bid Documents until appropriate written approvals and comments on the deliverables for Phase 3C and a Service Order for Phase 3D Basic Services are received from the Owner. All comments shall be addressed in Phase 3D. The Architect/Engineer understands that such approvals, comments and Service Order may be received individually and at different times. For LEED certified projects, the Architect/Engineer shall prepare and include drawings of each discipline identifying the specific elements for LEED points that are required by the technical specifications to meet the necessary criteria. The Project LEED points estimate shall be updated to reflect the Project's Phase 3B refinements to meet or exceed the top three (3) points in the specified LEED certification category.

#### 4.6 PHASE 3D, BID DOCUMENTS

- 4.6.1 After review by the Owner of the 100% Contract Documents, the Architect/Engineer shall respond to all comments in writing within seven (7) calendar days after receipt of the comments from the Owner, acknowledging acceptance of the comments(s) which will be incorporated into the documents during Phase 3D, and identifying the rejection of those comments not to be incorporated as approved by the Owner.
  - 4.6.1.1 The Architect/Engineer shall assemble and submit a consolidated set of 100% Contract Documents for back-check by the Owner. This set will reflect the revisions required after the 100% review by the Owner.
  - 4.6.1.2 The Architect/Engineer shall recommend and justify to the Owner the overall Project Contract Time, Phasing, Interim Completion Time(s), the amounts of liquidated damages, liquidated indirect costs, and the amount of Allowance Account(s) to be incorporated in the Contract Documents.
- 4.6.2 Upon final approval of the back-checked Phase 3C - 100% Contract Documents by the Owner and the receipt of a Service Order, the Architect/Engineer shall prepare the Advertisements for Bids, the Bid Forms, and finalize the Contract Documents to a condition suitable for final printing and distribution to prospective bidders. These 100% complete Contract Documents shall be submitted to the Owner for approval.
- 4.6.3 Project registration with GBCI for certification shall be undertaken or updated, as appropriate.

#### 4.7 PHASE 4 - BIDDING AND AWARD OF CONTRACT

- 4.7.1 Upon approval of the 100% complete Contract Documents and the issuance of a Service Order by the Owner for the Phase 4 Basic Services, the Architect/Engineer shall furnish the number of bound sets of the 100% complete Contract Documents (Plans and Project Manuals) as specified in the Service Order for bidding purposes, prior to advertising, or as may otherwise be directed by the Owner by the Service Order. The Architect/Engineer shall assist the Owner in obtaining bids, responding in writing to Bidders' inquiries, preparation and issuance of addenda, evaluation of the Bids and Bidders, and the awarding of a Contract(s) for all or a portion of the Work that was bid pursuant to the Contract Documents. The Architect/Engineer shall also participate in pre-bid conference(s) and attend the Bid opening.
- 4.7.2 The Architect/Engineer shall distribute the Contract Documents to prospective Bidders and to other agencies as required by the Owner, in accordance with current Owner bidding procedures, as such procedures may be amended from time to time. Delivery cost to Bidders shall be paid by the Bidders.
- 4.7.3 The Architect/Engineer shall, with prior approval and authorization by the Owner, develop, print, and distribute addenda and responses to bidder's inquiries.
- 4.7.4 The Architect/Engineer shall: prepare three (3) sets of Contract Documents in hardcopy format, and two (2) sets in a commercially available software, editable electronic format (CD's, DVD's), conformed with Addenda (if any) pasted or included therein for use by the Owner; prepare a tabulation of bids received; analyze the bids; and make an initial recommendation of award. The award of the Contract will be at the sole discretion of the Owner. Such action by the Owner shall not relieve the Architect/Engineer from any responsibility under this Agreement.
- 4.7.5 If the lowest qualified, responsive and responsible bid received exceeds the approved Phase 3C Probable Construction Cost, the Owner may at its discretion:
1. Approve the increase of the cost of the Work that was bid pursuant to the Contract Documents; or
  2. Direct the Architect/Engineer to revise the Contract Documents, without changing the scope of the Project, and re-bid the Work included in the revised Contract Documents (in which case the Architect/Engineer shall again perform the work specified herein before, at no additional compensation, except for the reimbursement of the cost of printing of Contract Documents); or

3. Suspend or abandon the Project or any components of the Work included in the Contract Documents.
- 4.7.6 Upon award of the Contract by the Owner and notification from Owner to the Architect/Engineer that the Contract be executed, the Architect/Engineer shall assemble, prepare, and transmit to the Owner six (6) sets of the bidding and Contract Documents, complete with all addenda, forms, and affidavits required by the Contract Documents.
- 4.8 PHASE 5 - WORK RELATED SERVICES
- 4.8.1 Upon receipt of a Service Order for Phase 5 Work-Related Services, the Architect/Engineer shall provide the Services as set forth herein. The Work-Related Services will begin upon receipt of a Service Order. The Work-Related Services will end when the final request for payment from the Contractor has been approved by the Owner, the Architect/Engineer has submitted its Report of Contract Completion, and the Record Drawings (As-Built Drawings) and has completed all other Services required, including the warranty related services.
  - 4.8.2 The Architect/Engineer shall provide the Owner a staffing plan including individual resumes that the Architect/Engineer, including Sub-Consultant(s), intends to use during the Work Related Services for review by the Owner for adequate staffing.
  - 4.8.3 The Architect/Engineer shall submit or otherwise affirm that it has submitted all necessary and requested data to GBCI for the attainment of the LEED certification category requested by the Owner.
  - 4.8.4 The Architect/Engineer shall approve the overall progress schedule, schedule of shop drawings submissions, schedule of values, and other schedules required of the Contractor under the Contract Documents. The Architect/Engineer shall visit the Work at least once per week, evaluate the work for compliance with the Contract Documents, prepare and submit to the Owner, via the Project Manager with copies to the Field Representative, a detailed written and sequentially-numbered report of the observed conditions of the Work, the progress of the Work, and other Work observations, as found or made during each visit to the Work. Such report shall be submitted to the Owner at least monthly and more frequently on an interim basis if necessary to prevent or mitigate any increase in Project costs or damages to the Owner. The Architect/Engineer will not be held responsible for the means, method, techniques, sequences or procedures used, or for safety precautions and programs, in connection with the Work performed by the Contractor, but shall immediately report to the Owner any observations of conditions which in his judgment would endanger persons or property or which might result in liabilities to the Owner.

- 4.8.5 Appropriately qualified personnel of the Architect/Engineer, including Sub-consultant(s) if appropriate, shall visit the Work at least once per week, unless otherwise specified in the Special Provisions of this Agreement, and as necessary to fulfill the responsibilities of the Architect/Engineer hereunder and in order to respond to non-routine situations that call for the Architect/Engineer's expertise and /or approval in an expeditious manner. Such personnel shall coordinate with the Field Representative work-site personnel.
- 4.8.6 Based on observation and measurement of the Work satisfactorily completed and upon the request for payment from Contractor, the Architect/Engineer shall review the amount requested by the Contractor on account, indicating, as applicable, the amounts which are available from Federal/State funding, and shall concur with the request for payment, in such amount. The Architect/Engineer's concurrence shall constitute a representation to the Project Manager and the Owner that the Work has progressed to the point indicated; that to the best of the knowledge, information and belief of the Architect/Engineer, the quality of the Work is in accordance with the Contract Documents. Such concurrence shall be based on the Architect/Engineer's review and acceptance of the following:
1. An evaluation of the Work for conformance with the Contract Documents;
  2. The Field Representative's certification of the Contractor's measurements for work satisfactorily completed;
  3. The results of any subsequent test required by the Contract Documents;
  4. The review of the as-built drawings to determine completeness and accuracy up to the date of the pay request;
  5. Any specific qualifications stated in the request for payment; and
  6. The Field Representative's confirmation of the cost of labor, materials, and equipment for cost-plus work including disputed work.
  7. Compliance with all LEED required activities. The review of the Contractor's LEED Certification Plan for compliance regarding inventory and receipt of action documentation including, but not limited to, construction waste management, use of reduced impact materials, temporary storage of recyclables and discarded items, refrigerants, etc., necessary to attain maximum possible LEED certification points, up to the date of the pay request.
- 4.8.7 The Architect/Engineer shall assist the Project Manager, the Field Representative and other consultants in reviewing and evaluating all

Contractors' claims relating to the cost, execution, and progress of the Work and on all other matters or questions related thereto.

- 4.8.8 The Architect/Engineer shall have authority to require special inspection or testing of any Work questioned as to conformity with the Contract Documents whether or not such Work has been fabricated and delivered to the Project, or installed and completed.
- 4.8.9 The Architect/Engineer shall, where necessary or when requested by the Owner, provide general consultation and advice, interpret the Plans Specifications, and other such Contract Documents and in order to clarify the intent of the Architect/Engineer with respect to the contents of the Contract Documents.
- 4.8.10 The Architect/Engineer shall promptly review and approve shop drawings, samples, and other submissions of the Contractor(s) for conformance with the design concept of the Project Element(s) and for compliance with the information given in the Contract Documents. The Architect/Engineer shall render decisions, issue interpretations, and issue correction orders within the times specified in the Contract Documents or, absent such specification, on such timely basis so as not to delay the progress of Work as depicted in the approved construction schedule.

Should the Architect/Engineer fail to perform these services within the time frames specified in the Contract Documents or, if no time frames are specified, in a timely manner so that such failure causes a delay in the progress of the Work, the Architect/Engineer shall be liable for any damages to the Owner resulting from such delay including, but not limited to, damages related to delays and inefficiencies incurred by the Contractor for which the Owner may be responsible.

- 4.8.11 The Architect/Engineer shall revise Plans, specifications and other Contract Documents as necessary, shall review Change Orders, Work Orders, Bulletins, and other appropriate documentation prepared by the Field Representative, and shall assist the Project Manager and Owner in negotiations with the Contractor(s) with respect to all changes in the Work. Such work shall be Additional Services, provided, however, that if the need to revise Plans, specifications and other Contract Documents and/or to review Change Orders, Work Orders, Bulletins, and other documentation is a result directly or indirectly of errors, omissions, and/or ambiguities in the Services rendered by the Architect/Engineer, including Sub-consultants, then such work shall be provided by the Architect/Engineer at no additional cost to the Owner.
- 4.8.12 The Architect/Engineer's Services for Substantial Completion and Final Acceptance shall include, but not be limited to, the following:

- 4.8.12.1 Inspections for Substantial Completion for all or a portion of the Work: The Architect/Engineer shall, prior to Substantial Completion of the Work, inspect the Work with the Field Representative, to determine initial Punch List items and to ensure that all mechanical/electrical/plumbing systems have been commissioned in accordance with the requirements of the Contract Documents. The Architect/Engineer shall re-inspect the work with the Field Representative as many times thereafter as is needed to establish a time of Substantial Completion. The Architect/Engineer shall review each edition of the Punch List before it is issued by the Field Representative. Each edition of the Punch List will be distributed by the Field Representative after review by the Architect/Engineer. Any User contributions to the Punch List shall be only as approved by Owner. Punch Lists shall record:
1. Defects observed in the Work and incomplete commissioning in first and succeeding visits;
  2. Defects corrected (recorded by striking items from the punch list or by identifying items as corrected).
- 4.8.12.2 Contractor's Closeout Submittals and Actions: The Architect/Engineer shall review the Field Representative's record of closeout submittals and actions for concurrence.
- 4.8.12.3 Determination of Substantial Completion: When the Punch List of defective items has been reduced to the point at which, in the judgment of the Architect/Engineer and Field Representative, the Work can be immediately utilized for its intended purpose, division of responsibility for carryover items from the Contractor to the Owner has been set forth, and all Punch List items are judged to be capable of completion in not more than 60 days or such other time as may otherwise be approved by the Owner, upon recommendation by the Field Representative, the Architect/Engineer shall review, concur, and upon approval by the Owner, set the date of Substantial Completion.
- 4.8.12.4 Certificate of Occupancy: If a Certificate of Occupancy is required on this project, the Architect/Engineer and Field Representative shall not certify the Work as substantially complete until a Certificate of Occupancy has been issued in accordance with the Florida Building Code.
- 4.8.12.5 Determination That the Work Is Not Substantially Complete: If the required submittals and actions by the Contractor are deficient,

or if in the judgment of the Field Representative and/or the Architect/Engineer the Work will not be ready for final acceptance within the time parameters specified herein, the Architect/Engineer shall notify the Project Manager, the Field Representative and the Contractor in writing that Substantial Completion cannot be declared, and include a list of deficient Contractor's submittals, deficient Contractor's actions, defective or incomplete items in the Work, and any other supporting reasons the Field Representative and/or the Architect/Engineer may wish to state.

4.8.12.6 Retainage for Uncompleted Work: The Architect/Engineer shall review and concur with the Field Representative's recommendation of an amount that will ensure that the Owner can employ other contractors to complete each item of work in the event of the Contractor's failure to complete. Upon approval by the Owner, this retainage for uncompleted work shall be deducted from the retainage amount otherwise due the Contractor at the time of Substantial Completion. Retainage for uncompleted work will not be paid until the Contractor completes all uncompleted items.

4.8.12.7 Final Acceptance: When, in the judgment of the Field Representative and the Architect/Engineer the Work is complete, the date of Final Acceptance shall be set by the Owner.

4.8.13 The Architect/Engineer's Services after Final Acceptance shall include, but not be limited to, the following:

4.8.13.1 The Architect/Engineer shall furnish to the Owner at the Architect/Engineer's expense a final, complete, and fully updated record set of documents. The record drawings shall be submitted in the following formats:

A. Two (2) sets of 30" x 42" Electrostatic black line prints;  
and

B. Two (2) sets of electronic drawings:

Based on submission date the DWG version must be within two years of the AutoCAD version currently being shipped. Any of the following transmission methods are acceptable (CD, DVDS, or external hard drive.)

In compliance with the MDAD Technical Support Facility Management Layering System requirements in DWG compiled format, not X-REF. Please refer to the

MDAD CAD Standards Guidelines (MDAD Design Guidelines Manual available through the MDAD Project Manager).

If manual drafting was approved by the Owner, the record drawings shall be scanned into an electronic TIFF or CAL file format: or

- C. Building Information Modeling (BIM) – A/E shall employ the use of BIM technology utilizing Autodesk Revit software.

The record drawings shall be presented to the Project Manager for transmittal of one copy of each format, through the Commissioning Team, to the designated representatives of the MDAD Division of Technical Support.

- 4.8.13.2 The complete set of Record Drawings shall include all pertinent shop drawings as well as the Plans included in the Contract Documents as adjusted to comply with the as-built Work. The Architect/Engineer shall verify that all Record Drawings prepared by the Contractor are prepared in a manner that will ensure clarity of line work, notes, and dimensions. The Architect/Engineer shall provide a certification of the quality of all equipment and systems that are a part of the finished work.
- 4.8.13.3 The Architect/Engineer shall furnish to the Owner in an electronic data base (Microsoft Excel 2000 or higher) an index, summary, and copies of all warranty documents required to be furnished by the Contractor under the consolidated Contract Documents. The Field Representative and Contractor will be responsible for providing an index and summary list of the equipment by serial number and indicate for each the warranties, the term, conditions, and the purported legal enforcement and recourse rights of the Owner as indicated by the language in the Warranty. This list shall be reviewed by the Architect/Engineer.
- 4.8.13.4 The Architect/Engineer shall inspect the entire Project thirty (30) days prior to the expiration of the warranties. The Architect/Engineer shall report its findings to the Owner sufficiently prior to the end of the warranty period to enable the Owner to issue an action report to the Contractor prior to the expiration of the warranty period. The Architect/Engineer's report shall be complete with specific recommendations covering any portion of the Work to be repaired or replaced.

- 4.8.13.5 In addition to the requirements set forth above, the Architect/Engineer shall perform those duties of the Architect/Engineer as set forth in the Contract Documents.
- 4.8.14 LEED Certification Documents: The A/E shall furnish to the Owner copies of the LEED Certification Documents necessary to obtain the required LEED certification category. The format of the documentation shall be as required by the certifying body, and shall encompass such necessary design, material selection process, Plans and details Contractor's purchasing criteria, proof of purchase locations, site practice requirements and implementation documentation, and list(s) of qualifying elements. This material shall be organized, reviewed, and approved by the A/E as adequate in form and substance for submittal to the certifying body. The A/E shall also make the application to the certifying body for certification, for review and submittal to the certifying body.

#### 4.9. MEETINGS AND REPORTS

- 4.9.1. Meetings: As part of providing the Basic Services, the Architect/Engineer shall attend all meetings wherein information relating to the Basic Services is discussed, and shall provide consultation to the Owner regarding such information. These meetings shall include, but shall not necessarily be limited to, regularly scheduled monthly meetings concerning design coordination, and such other meetings, whether regularly scheduled or specially called, as may be necessary to enable the Architect/Engineer to coordinate his Services with, and provide information to and/or obtain information from, the Owner, its consultants and contractors, and all others with whom coordination or liaison must take place in order to fulfill the intent and purposes of this Agreement and the Contract Documents. Unless otherwise directed by the Owner, the Architect/Engineer shall prepare and disseminate in a timely manner meeting notices and agenda, briefing materials, meeting minutes, meeting reports, etc., appropriate to such meetings.
- 4.9.2. Reports: In addition to any specific reports called for elsewhere in this Agreement, the Architect/Engineer shall submit to the Owner a monthly progress report of the status and/or results of all Services required to be performed under this Agreement. This Report shall be submitted with the invoice for Services performed during the corresponding period. Each report shall include but not be limited to: a brief narrative the progress made during the previous month and the estimated incremental and total percentages of each assigned Project Element which have been completed; any problem(s) encountered during the month and any actions taken to solve or alleviate the problem(s); any changes which may have occurred in the projected dates of the events; a statement from the Architect/Engineer as to each Project Element that the Project is either on schedule or the Project Element is not on schedule and should the latter be stated, then the Architect/Engineer shall also state the length of delay and the reasons for

the delay. The Architect/Engineer shall explicitly state recommendations for alleviating the delay and in subsequent monthly progress reports state whether or not the delay has been alleviated. Such report shall also relate the aggregate services performed to the total compensation paid and payable to the Architect/Engineer hereunder for each Phase of the Basic Service as set forth in the corresponding invoice for payment.

4.9.2.1 Status of Project LEED elements and requisite documentation shall be stated, along with recommendations to correct noted problems or deficiencies.

4.9.3. Partnering: the Owner has committed itself to the practice of partnering, a team commitment to create an environment in which design and construction differences are dealt openly, with members of the design and construction team taking responsibility for timely and cost-conscious performance. The process will start with key participants of the Project team, including Architect/Engineer's personnel, attending a Partnering Meeting to establish terms of the partnering agreement. The meeting will enable the Project team to establish methods of issue/conflict resolution, delegate authority for decision making to the lowest possible level, and develop a continuous evaluation process. Follow-up meetings with the facilitator will be held as necessary during the construction to spur the Project's on-schedule completion.

## ARTICLE 5

### ADDITIONAL AND WORK-SITE SERVICES

- 5.1 AUTHORIZATION: Any Services beyond the requirements for Basic Services shall be performed by the Architect/Engineer upon receipt of a Service Order issued by the Owner. The Owner reserves the right to have any or all of the Services listed below performed by consultants other than the Architect/Engineer. The Architect/Engineer shall have no claim to any of these Services except as authorized by the Owner with a Service Order.
- 5.2 ADDITIONAL SERVICES: Additional Services listed below are beyond the requirements for Basic Services under this Agreement and shall be performed upon receipt of a Service Order.
- 5.2.1 Special analyses of the needs of the Owner related to financial feasibility, or other special studies not otherwise necessary for the satisfactory performance of the Basic Services.
- 5.2.2 Incorporation of any User recommendations, as approved by the Owner, into drawings subsequent to Phase 3A.
- 5.2.3 Any Services after Owner's acceptance of Phase 3A documents by the Owner relative to future facilities, systems, and equipment but not intended to be included in the Contract Documents.
- 5.2.4 Services with respect to verification of Owner-supplied information that cannot be made visually or by careful review of the available information, but which requires extraordinary investigation, such as excavation, demolition or removal, as well as investigations and the development of additional information, as agreed to by the Owner, required as a result of deficiencies in the as-built conditions, utility information, survey information and/or soils investigation which are deemed necessary to provide a satisfactory basis on which to perform the Basic Services.

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

- 5.2.5 Extra work required, as directed by the Owner, to break the Project into more bidding packages than specified herein, including making studies and advising the Owner of the number and type of construction contracts, taking into consideration phasing and coordination of work with the Contractors, cost impact, and the requirements and needs of the Owner and Users (if applicable).
- 5.2.6 Meetings with federal and/or state grant providing agencies required to assist the Owner in obtaining grant funding for the Project.
- 5.2.7 Extended assistance requested in writing by the Owner for the preparation of operating and maintenance manuals, other than those provided by the Contractor, subcontractors, or manufacturer, in accordance with the Contract Documents.
- 5.2.8 Consultation concerning replacement of any work damaged by fire or other disaster during construction, and professional services in connection with replacement of such work.
- 5.2.9 Preparing to serve or serving as an expert witness at the request and on behalf of the Owner, in connection with the Project or any Project Element or component thereof, except in situations where such service is a result of the Architect/Engineer's errors, omissions, or ambiguities.
- 5.2.10 Professional services required after acceptance of the Work by the Owner except as otherwise required under Basic Services.
- 5.2.11 Professional services made necessary by the default of the Contractor or by major defects in work performed under the construction Contract that have not resulted from errors, omissions, or ambiguities of the Architect/Engineer.
- 5.2.12 Environmental services beyond that which is required to verify Owner-supplied information or that is beyond the scope of the Basic Services herein.
- 5.2.14 Environmental Remediation engineering services. These services will be negotiated, authorized, and paid as Additional Services; however, the incorporation of standard details and/or technical specifications provided by the Owner into the Contract Documents does not constitute Additional Services.
- 5.2.15 Services required to participate in, or otherwise assist the Owner during bid protests or negotiations with the bidder(s) after bid opening but before the award of the Contract with the Contractor.

5.2.16 Preparation of reports, which are not a requirement of Basic Services, and participation in meetings during construction, should the Owner elect not to take the option for Work-Site Services; provided, however, that such meetings and reports are not a result, directly or indirectly, of errors, omissions, and/or ambiguities in the services rendered by the Architect/Engineer, including Sub-consultants engaged by the Architect/Engineer.

### 5.3 WORK-SITE SERVICES

At the sole option of the Owner and after receipt of a Service Order specifically authorizing such Services, the A/E shall provide Work-Site Services as set forth herein. In discharging such Services, the Architect/Engineer shall provide an on-site resident Field Representative(s) approved by the Owner who shall act as the agent of the Architect/Engineer. The Work-Site Services shall be defined by Service Order, performed in accordance with the MDAD Construction Inspection Services Manual, and agreed to by the Architect/Engineer and the Owner.

The Architect/Engineer shall fulfill all other requirements and duties, not a part of the Basic Services, imposed on the Architect/Engineer by the Contract Documents or through Service Order by direction of the Owner.

Should the Architect/Engineer fail to perform these Work-Site Services in a timely manner and cause a delay in the progress of the Work, the Architect/Engineer shall be responsible for any resulting damages to the Owner.

## ARTICLE 6

### REIMBURSABLE EXPENSES

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

- 6.1 Sub-consultants not included as part of the original Consultants team, when recommended by the Architect/Engineer, and approved by the Owner in writing, and when in the opinion of the Architect/Engineer, said Sub-consultant services are necessary of the accomplishment of the Services.
- 6.2 In the event the Architect/Engineer is assigned a project within the Customs area and the Architect/Engineer is required to obtain an Airport Customs Security Bond, the Department shall reimburse the Architect/Engineer the cost of the premium for such bond, as substantiated by the invoice.
- 6.3 All printing and reproduction costs, in excess of that required under Basic Services. Such costs will be reimbursed at the same rate paid by the Owner to its vendors. Printing costs for internal coordination, reviews, and other in-house uses will not be reimbursed.
- 6.4 Living and traveling expenses of employees and principals, when away from Miami-Dade County on business in conjunction with authorized Additional Services, as limited by Miami-Dade County Administrative Order No. 6-1, "Travel on County Business" and County Resolution No. R-1345-03. For purpose of this Agreement, all personnel are assumed to be residents of Miami-Dade County and all travel would originate in Miami-Dade County. Records must include employee name, dates, points of travel, mileage rate, lodging, and meals.
- 6.5 Fees paid to the certifying body for LEED project registration and certification will be reimbursed at the Green Building Certification Institute (GBCI) member rates. All LEED expedited project reviews will be approved in advance by the Owner.
- 6.6 Building Information Modeling (BIM) software license fees for license obtained under the Owner's name will be reimbursed.

## ARTICLE 7

### EQUAL EMPLOYMENT OPPORTUNITY AND AFFIRMATIVE ACTION

- 7.1 **EQUAL EMPLOYMENT OPPORTUNITY:** The Architect/Engineer 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 Architect/Engineer 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 are not limited to, the following: Employment, upgrading, transfer or demotion, recruitment, recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship.

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

The Architect/Engineer shall assign responsibility to one of its officials to develop procedures that will ensure that the policies of Equal Employment Opportunity and Affirmative Action are understood and implemented.

- 7.2 **NONDISCRIMINATORY ACCESS TO PREMISES:** The Architect/Engineer, 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 age, 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 Architect/Engineer shall use the premises in compliance with all other requirements imposed by or pursuant to the enforceable regulations, as amended from time to time.
- 7.3 **BREACH OF NONDISCRIMINATION COVENANTS:** In the event it has been determined that the Architect/Engineer has breached any enforceable nondiscrimination covenants contained in Section 7.1 Equal Employment Opportunity and Section 7.2 Nondiscriminatory Access to Premises above, pursuant to the complaint procedures contained in the applicable Federal regulations, and the Architect/Engineer fails to comply with the sanctions and/or remedies which have been prescribed, the County shall

have the right to terminate this Agreement pursuant to the Termination of Agreement section hereof.

- 7.4 NONDISCRIMINATION: During the performance of this Agreement, the Architect/Engineer agrees as follows: The Architect/Engineer shall, in all solicitations or advertisements for employees placed by or on behalf of the Architect/Engineer, 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 Architect/Engineer 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 Architect/Engineer 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 Architect/Engineer's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, and orders, this Agreement may be cancelled, terminated, or suspended in whole or in part in accordance with the Termination of Agreement section hereof and the Architect/Engineer 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 Architect/Engineer will include Section 7.1 Equal Employment Opportunity and Section 7.2 Nondiscriminatory Access to Premises of this Article in Architect/Engineer 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 Architect/Engineer 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 Architect/Engineer 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 Architect/Engineer may request the United States to enter into such litigation to protect the interests of the United States.

- 7.5 DISABILITY NONDISCRIMINATION AFFIDAVIT: By entering into this Agreement with the County and signing the Disability Nondiscrimination Affidavit, the Architect/Engineer attests that it 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 Architect/Engineer or any owner, subsidiary or other firm affiliated with or related to the Architect/Engineer is found by the responsible enforcement officer of the Courts or the County to be in violation of the Act or the Resolution, such violation shall render this

Contract terminable in accordance with the Termination of Agreement section hereof. This Contract shall be void if the Architect/Engineer submits a false affidavit pursuant to this Resolution or the Architect/Engineer violated the Act or the Resolution during the term of this Contract, even if the Architect/Engineer was not in violation at the time it submitted its affidavit.

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

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

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

- 7.7 **CONTRACT MEASURES:** The Architect/Engineer is required under this agreement to achieve the Contract Measures applied to this Project as shown in the Special Provisions of this Agreement and the attached Schedule of Participation and Letters of Intent as presented in the Architect/Engineer's Proposal for the Project.

To fulfill the requirements of this Article, the Architect/Engineer must comply with the Metropolitan Miami-Dade County, Florida Community Business Enterprise Program (PSA) - Participation Provisions prepared by Miami-Dade County's Department of Business Development (DBD) or the Disadvantaged Business Enterprise Participation Provisions, as applicable.

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

**ARTICLE 8**

**COMPENSATION FOR SERVICES**

The Owner agrees to pay to the Architect/Engineer and the Architect/Engineer 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 Architect/Engineer for work performed without a Service Order.

All allocations of money as between Basic, Work-Site, Work-Related, and Dedicated services are for budgetary purposes only. The County, in issuing service orders, may transfer monies between such service categories without restraint, subject to the overall contract allocation for this Agreement. The Owner agrees to pay to the Architect/Engineer and the Architect/Engineer 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 Architect/Engineer for work performed without a Service Order. The Architect/Engineer agrees that all such services can be provided within the awarded amount of this Agreement.

**8.1 COMPENSATION FOR BASIC SERVICES:**

The Basic Services fee shall be the Fixed Lump Sum amount of **One Million Eight Hundred Ninety Four Thousand Dollars (\$1,894,000)**.

**8.2 PAYMENT FOR BASIC SERVICES:** Except as provided hereafter, payments for each Phase shall not exceed the amount of the total Basic Services compensation as shown on the following Schedule of Payments for Basic Services.

**SCHEDULE OF PAYMENTS FOR BASIC SERVICES**

**COMPENSATION DUE THE ARCHITECT/ENGINEER  
UPON COMPLETION OF EACH OF THE PHASES OF THE  
BASIC SERVICES**

PHASE NO.	FIXED LUMP SUM FEE
1A Program Verification	\$151,000
1B Preparation of Schematic Design Documents	Not Used
2 Design Development	Not Used

PHASE NO.	FIXED LUMP SUM FEE
3A 30% Complete Contract Documents	\$379,000
3B 75% Complete Contract Documents	\$454,000
3C 100% Complete Contract Documents	\$454,000
3D Bid Contract Documents	\$95,000
4 Bidding & Award of Contract	\$20,000
5 Work Related Services Through Final Acceptance of the Project	\$284,000
5 Completion of All Work Related Services Except the Warranty Inspection	\$38,000
5 Warranty Inspection	\$19,000

- 8.2.1 The Architect/Engineer shall not be entitled to compensation for Phases 3A through 4 (30% Contract Documents through Bidding) for alternates required because of the failure of the Architect/Engineer to design the Project so that it may be constructed within the total established construction budget.
- 8.2.2 No further progress payment will be made should the Probable Construction Cost of any phase exceed the budget until an alternate design is provided in accordance with Article 4.
- 8.2.3 Payments of the Work Related Services Fee, Phase 5, shall be made in monthly installments. The amount of each monthly installment payment shall be determined by increasing the Construction Contract Time for completion of all work for this project, as stated in the Project Manual in calendar days, by twenty percent (20%) then dividing the calculated number of days by 30

days/month and rounding up to the next integer. This integer will be the number of months over which the Work Related Services Fee will be paid.

- 8.2.3.1 In the event that Prolonged Period of Contract Administration, Phase 5, of Basic Services becomes necessary, payment for the Prolonged Period of Contract Administration shall be the same amount as the monthly installment payments for Work Related Services. Payments for Prolonged Period of Contract Administration shall begin once the original contract time has been exceeded by 20% if such extended time is due to no fault of the Architect/Engineer.

8.3 FEES FOR ADDITIONAL SERVICES, WORK SITE SERVICES, DIFFERING SITE CONDITIONS, AND SURVEYING

- 8.3.1 An Additional Services Allowance Account is hereby established in the amount of **One Hundred Eighty Nine Thousand Four Hundred Dollars (189,400.00)** pay for any Additional Services that may be authorized by Service Order.

- 8.3.2 A dedicated Allowance Account is hereby established in the amount of **One Million Two Hundred Thirty Eight Thousand Dollars (\$1,238,000.00)** to pay for Work Site Services if authorized by Service Order.

- 8.3.3 A dedicated Allowance Account is hereby established in the amount of **Six Hundred Fifty Thousand Dollars (\$650,000.00)** to pay for services, if authorized by Service Order, that may be required to mitigate differing site conditions, different phasing than contemplated, and/or weather impacts, services that otherwise fall outside the scope of Additional Services, as well as added reimbursable, Work related and Work Site Services that may be needed due to any of the above conditions or expanded Work resulting from authorized Additional Services. Fees for design services shall be determined, paid and otherwise treated in the same manner as fees for Additional Services. Fees for added Work Site Services shall be determined, paid and otherwise treated in the same manner as fees for Work Site Services.

- 8.3.4 A dedicated Allowance account is hereby established in the amount of **One Hundred Sixty Thousand Dollars (\$160,000.00)** to pay for Survey as authorized by Service Order.

- 8.4 PAYMENT FOR ADDITIONAL SERVICES, WORK SITE SERVICES, DIFFERING SITE CONDITION, AND SURVEYING: The fee for Additional Services, Work Site Services, differing site conditions, and surveying authorized in accordance with the article "Additional and Construction Administration Services" of this Agreement will be computed by one of the following methods as mutually agreed to by the Owner and the Architect/Engineer:

Fixed Lump Sum

Multiple of Direct Salaries

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

8.4.2 Multiple of Direct Salaries: Under this compensation basis, the Architect/Engineer is compensated for the time of personnel engaged directly in performing Services under this Agreement. The compensation to be paid shall consist of the Direct Salaries of such personnel, as reported to the Director of the United States Internal Revenue Services, times a multiple of such Direct Salaries. All payments on the Multiple of Direct Salaries basis shall be in accordance with the payment for Additional Services section of this Article. A not-to-exceed cap for the total fee for assignments given under this compensation basis shall be established prior to the issuance of the initial Services Order.

8.4.3 The Fee to the Architect/Engineer for Additional or Work Site Services based on a Multiple of Direct Salaries shall be determined as follows:

8.4.3.1 Compensation for the Principal shall be at the flat rate without application of any multiplier of \$130.00 per hour.

Principal(s) to be paid this rate is/are those listed by name in Appendix 1-“Principals of the Architect/Engineer”, attached to this Agreement.

Upon mutual agreement between the Owner and the Architect/Engineer, the Principals identified in Appendix 1-“Principals of the Architect/Engineer”, may be substituted, provided the total number of Principals does not exceed the number of Principals originally listed.

8.4.3.1.1 Compensation for all other personnel performing Additional Services shall be a multiple of 2.85 times Direct Salaries. The maximum rate of compensation for office personnel including the multiple of Direct Salaries shall not exceed the following:

PERSONNEL	MAXIMUM
Project Manager	\$125
Project Engineer	\$115
Senior Engineer	\$110
Staff Engineer	\$95
Design Technician	\$80

Administrative Support / Clerical	\$45
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The maximum rate of compensation for all other office personnel, not listed above, including the multiple of Direct Salaries shall not exceed **One Hundred Thirty Dollars (\$130.00)**. The Owner reserves the right to adjust the maximum rate.

8.4.3.2 In the event the Owner authorizes the Architect / Engineer to perform Work Site Services, compensation shall be at a multiple of 2.2 times the Direct Salaries. The maximum rate of compensation for field personnel including the multiple of Direct Salaries shall not exceed the following:

PERSONNEL	MAXIMUM
Senior Field Representative	\$90
Assistant Field Representative	\$85
Field Inspector	\$88.5
Administrative Support / Clerical	\$35

The maximum rate of compensation for all other field personnel, not listed above, including the multiple of Direct Salaries shall not exceed **Ninety Dollars (\$90.00) per hour**. The Owner reserves the right to adjust the maximum rate.

8.4.3.3 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 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*

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

8.4.3.4 Architect/Engineer shall not invoice Owner for charges for office, rent or overhead expenses of any kind, including but not limited to, insurance, telephone (except long distance calls authorized by the Owner), and utility charges, office/drafting supplies, depreciation of equipment, professional dues, subscriptions, reproduction of drawings and/or specifications for internal use, mailing, stenographic, clerical, nor shall it invoice for other employee time or travel and subsistence not directly related to the Project. The multiple factor set forth above shall cover all such costs pertinent to the Project.

8.4.3.5 When Additional Services or Work Site Services are authorized as a Multiple of Direct Salaries, the Architect/Engineer shall submit the names, classification, salary rate per hour, applicable multiple, hours worked, and total charge for all personnel directly engaged on the project.

8.5 REIMBURSABLE EXPENSES: A dedicated allowance account is hereby established in the amount of **Seventy Thousand Dollars (\$70,000.00)**, to pay for Reimbursable Expenses.

8.6 PAYMENT FOR REIMBURSABLE EXPENSES: Reimbursable Expenses as described in the article "Reimbursable Expenses" of this Agreement will be reimbursed by the Owner as verified by appropriate bills, invoices or statements.

8.7 INVOICES AND METHODS OF PAYMENT: The Architect/Engineer shall submit monthly to the Project Manager, two (2) copies of a duly certified invoice for payments due on account of the portion(s) of the Services performed and eligible for payment based upon the earned value measurement procedure contained in the DSCMP. A copy of the applicable Service Order shall accompany the original copy of the invoice. The format, content and submittal date of the invoice shall be as specified by the Project Manager. The Architect/ Engineer will meet monthly with the Project Manager to verify that the

Architect/Engineer's reported progress and earned value is in accordance with the accepted DSCMP. Monthly progress payments will be based on the monthly DSCMP meeting with the Project Manager.

Subsequent to the monthly DSCMP meeting, the Architect/Engineer shall submit its invoice for those services to 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 Architect/Engineer 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 Architect/Engineer and resubmitted to the Project Manager for payment. Resubmitted partially rejected invoices shall separately indicate the previously undisputed amount of the invoice.

- 8.8 PAYMENT TO SUB-CONSULTANTS: All payments to Sub-consultant(s) employed hereunder shall be the sole responsibility of the Architect/Engineer unless otherwise provided for herein or within a Service Order. The Architect/Engineer 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 Architect/Engineer to the Owner. The Architect/Engineer shall not submit invoices, which include charges for Services by Sub-consultant(s), unless such Services have been performed satisfactorily and the charges are, in the opinion of the Architect/Engineer, payable to such Sub-consultant(s). The Architect/Engineer shall make all payments to such Sub-consultant(s) promptly following receipt by Architect/Engineer of corresponding payment from the Owner. Prior to any payments to Sub-consultant(s), the Architect/Engineer shall, if requested by the Project Manager, furnish to the Owner a copy of the agreement(s) providing for such payments.
- 8.9 CONSEQUENCE FOR NON-PERFORMANCE: Should the Architect/Engineer fail to perform its services within the time frames outlined and such failure causes a delay in the progress of the Work, the Architect/Engineer shall be liable for any damages to the Owner resulting from such delay.
- 8.10 PAYMENT FOR ABANDONED, TERMINATED OR SUSPENDED SERVICES: In the event of termination or suspension of the services or abandonment of a Project Element(s) (including the failure of the Owner to advertise the Contract Documents for bids, or the Owner's failure to award a Contract for the Work on the basis of any such bids received, within the time limits set forth in this agreement) the Architect/Engineer shall be compensated as follows:
- 8.10.1 Payment for Services completed and approved prior to receipt by the Architect/Engineer of notice of abandonment of a Project Element, termination or suspension, for which payment has not yet been made to the

Architect/Engineer by the Owner, shall be made in the same manner as would have been required had such abandonment of a Project Element, termination or suspension not occurred.

- 8.10.2 For Services partially completed and satisfactorily performed prior to receipt by the Architect/Engineer of notice of abandonment of a Project Element, termination or suspension, the Architect/Engineer shall be compensated on the basis of payment in same manner as would have been required had such abandonment of a Project Element, termination or suspension not occurred, adjusted to the level of completion portion of the service. A claim by the Architect/Engineer 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 which would have been paid for such Services had they not been abandoned, terminated or suspended.
- 8.10.3 Upon payment to the Architect/Engineer for Service associated with abandoned, terminated or suspended Project Elements in accordance with this Article, the Architect/Engineer shall have no further claim for Services related to the abandoned, terminated or suspended Project Elements.
- 8.10.4 The Owner shall make no payment to the Architect/Engineer for loss of anticipated profit(s) from any abandoned, terminated or suspended Project Elements.
- 8.11 **INSPECTOR GENERAL AUDIT ACCOUNT:** One audit account is hereby established to pay for mandatory random audits by the County's Inspector General pursuant to County Code Section 2-1076. The amount for the Inspector General Audit Account is hereby set at **Ten Thousand Five Hundred Three Dollars and Fifty Cents (\$10,503.50)**. 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.
- 8.12 **TOTAL AUTHORIZED AMOUNT FOR THIS AGREEMENT:** The Total Authorized Amount for this Agreement, including Basic Services and all Allowance Accounts, is **Four Million Two Hundred Eleven Thousand Nine Hundred Three Dollars and Fifty Cents (\$4,211,903.50)**. The Owner retains all rights to these funds, may expend these funds at its sole discretion, and any funds not expended from this authorized agreement amount remain the property of the County.

## ARTICLE 9

### SPECIAL PROVISIONS

9.1 The scope of this Project is:

The selected A/E Consultant shall provide the following design services which shall include but not be limited to engineering design, engineering construction management, civil, electrical, and structural engineering. Services shall include preparing and/or generating topographic surveys, plans, contract documents, engineers report, construction estimates, quality assurance/quality control, project management, and assisting the County with bidding and award, grant documentation, as well as work site and work related services during the construction phase. The A/E consultant will be required to certify as-built drawings and the compliance of the construction to the design documents at the completion of the project.

The rehabilitation of Runway 12/30, Taxiways P, Q and R and associated connectors will provide the required reliability and safety to a primary runway at MIA and mitigate recurring pavement maintenance issues and reducing associated operational impact closures.

9.2 At any time during the term of this Agreement Owner can require the Architect/Engineer provide Project Specific Professional Liability Insurance in the amount of \$1,000,000 (or such other amount as may be specified in these Special Provisions) per claim to last the life of the Project plus three (3) years. The premium for this coverage shall be reimbursed to the Architect/Engineer in accordance with Article 6 "Reimbursable Expenses" of this Agreement.

9.3 Pursuant to Article 2.1, the Architect/Engineer shall be furnished with the following documents or access thereto, as referenced in Basic Services: list of relevant documents to follow, by document title, Project name if different than document title, Project/Contract number as appropriate, author or source of document, current location of document if other than MDAD Technical Support library.

9.4 Pursuant to Article 3.28, the Architect/Engineer shall meet the following LEED certification category:

- Silver (minimum) LEED Certification
- Gold LEED Certification
- Platinum LEED Certification
- Not Applicable

9.5 Pursuant to Article 4.2, the Architect/Engineer shall submit a DSCMP in Excel, Microsoft Project, or Primavera format and shall include, among other things, proposed durations, from authorization to proceed, for each phase that is consistent with the following durations:

Phase 1A	Program Verification	30 days
Phase 1B	Preparation of Schematic Design Documents	N/A
Phase 2	Design Development	N/A
Phase 3A	30% Complete Contract Documents	45 days
Phase 3B	75% Complete Contract Documents	45 days
Phase 3C	100% Complete Contract Documents	45 days
Phase 3D	Bid Documents	15 days

9.6 Pursuant to Article 4.2.1, the Architect/Engineer shall furnish or cause to be furnished architectural services; engineering services, including all civil, structural, electrical, mechanical, plumbing, HVAC, and fire protection; interior design; signage and graphics; maintenance of traffic; safety plans; environmental, including removal and disposal of contaminated soils/water, asbestos abatement, erosion controls, Storm Water Pollution Prevention Plan (SWPPP) provisions, and preliminary application for the dewatering permits; lighting; communications; landscape design; industrial design; people movers; baggage conveyors; as well as related other apron facilities.

9.7 Re-number the following sub-articles to Phase 1A – Program Verification:

- 4.3.2.1 to 4.3.1.10
- 4.3.2.4 to 4.3.1.11
- 4.3.2.5 to 4.3.1.12
- 4.4.3 to 4.3.1.13

9.8 Pursuant to Article 7.7, the contract measures for this Agreement is:

Disadvantages Business Enterprise (DBE) 23% Goal

9.9 Article 1.11 is hereby deleted in its entirety and replaced with the following:

Disadvantaged Business Enterprise (DBE): A for-profit business concern:

1) that is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51 percent of the stock is owned by one or more such individual and;

- 2) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.
- 9.10 The deduction of one quarter (1/4) of one (1) percent from each progress payment to pay for the functions of the Office of Inspector General is inapplicable because this Contract is either financed by aviation revenue bonds or funded by aviation revenue, which are subject to federal regulations.
- 9.11 Delete sub-article 4.3.2 - Phase 1B Schematic Design in its entirety and any other referenced thereto.
- 9.12 Delete sub-article 4.4 - Phase 2 Design Development in its entirety and any other referenced thereto
- 9.13 Add to Phase 1A - Program Verification, the following Sub-articles:  
4.3.10, 4.3.11, 4.3.12, and 4.4.4, as modified and defined in Sub-article 9.7 above.

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

**ARCHITECT/ENGINEER (CORPORATION)**

H.J. Ross Associates, Inc  
Legal Name of Corporation

ATTEST:

ATTEST:

Assistant Secretary: *Allison Bagby*  
Signature and Seal

By: *[Signature]*  
Architect/Engineer Signature



Allison Bagby  
Type Name

Richard A. Waters, Vice President  
Type Name & Title

**ARCHITECT/ENGINEER (INDIVIDUAL, PARTNERSHIP OR JOINT VENTURE)**

\_\_\_\_\_  
Legal Name

Witness: \_\_\_\_\_ By: \_\_\_\_\_  
Signature

Witness: \_\_\_\_\_ By: \_\_\_\_\_  
Signature

FEIN \_\_\_\_\_

MIAMI-DADE COUNTY BOARD OF COUNTY COMMISSERS

ATTEST: Harvey Ruvin, Clerk

\_\_\_\_\_

BY: \_\_\_\_\_  
(Miami-Dade County Seal)

By: \_\_\_\_\_  
Mayor

Approved for Form and Legal Sufficiency

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

APPENDIX 1  
BASIC SERVICES FEE SCALE

See attached

# H.J. ROSS

September 19, 2011

Ms. Amelia M. Cordova-Jimenez  
A&E Consultant Selection Coordinator  
Office of Capital Improvements  
111 NW 1<sup>st</sup> Street, Suite 2130  
Miami, Florida 33128-1926

RE: OCI Project No. E10-MDAD-01  
MIA Runway 12-30 Pavement Rehabilitation  
Revised Fee Estimate

Dear Ms. Cordova-Jimenez:

H.J. Ross Associates, Inc. (HJR) is pleased to submit the attached revised fee estimate for professional engineering services for the Rehabilitation of Runway 12-30 at MIA.

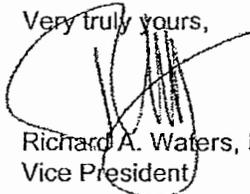
The attached fee estimate is based upon the agreements reached during our negotiation session held on September 13, 2011, and the following assumptions:

- The project is to be bid in the May/June 2012 timeframe and HJR will be authorized to begin late in the 4<sup>th</sup> Quarter of 2011 or early in the 1<sup>st</sup> Quarter 2012.
- HJR will provide project survey for design. No other surveying services are included.
- HJR will prepare and administer the geotechnical scope of work. MDAD will select and pay for the geotechnical services.
- Work Related and Work Site services are based on 410 calendar day construction contract duration.
- Construction field office, equipment, and fixtures will be provided by others (MDAD or the Contractor).
- No work beyond the project limits with the exception of the airfield lighting homerun portions of the included circuits is included.
- Airfield lighting vault modifications do not include upgrading (increased capacity) of the existing FPL service, generators, or switchgear.

In addition, please be advised that Key Staff members for this project are as shown on the attached document entitled "MIA Runway 12-30 Pavement Rehabilitation, Key Staff".

We thank you again for the opportunity to once again serve Miami-Dade County and its Aviation Department. We are looking forward to delivering another successful runway project for MIA.

Very truly yours,



Richard A. Waters, P.E.  
Vice President

cc: Mariano Valle, PE, HJR  
Richard P. Raymond, HJR

**MIA Runway 12-30 Pavenment Rehabilitation**  
**MDAD Project No. H023B3**  
**OIC Project No. E10-MDAD-01**  
**Professional Services Fee Proposal**

Phase	Service	Fee Basis	Fee
Program Verification - 1A	Basic	Lump Sum	\$ 151,000.00
Schematic Design - 1B	Basic	Not Used	N/A
Design Development - 2	Basic	Not Used	N/A
30% Contract Documents - 3A	Basic	Lump Sum	\$ 379,000.00
60% Contract Documents - 3B	Basic	Lump Sum	\$ 454,000.00
100% Contract Documents - 3C	Basic	Lump Sum	\$ 454,000.00
Bid Documents - 3D	Basic	Lump Sum	\$ 95,000.00
Bid & Award - 4	Basic	Lump Sum	\$ 20,000.00
Work Related Services	Basic	Lump Sum	\$ 284,000.00
Project Closeout	Basic	Lump Sum	\$ 38,000.00
Warranty - 5	Basic	Lump Sum	\$ 19,000.00
	<b>Sub-Total Basic Services</b>		<b>\$ 1,894,000.00</b>
Additional Services	Additional	L.S. or T&M	\$ 189,400.00
Surveying	Additional	Lump Sum	\$ 160,000.00
Differing Site Conditions	Additional	L.S. or T&M	\$ 650,000.00
Reimbursable Expenses	Additional	At Cost	\$ 70,000.00
Work Site services	Additional	Time & Materials	\$ 1,238,000.00
	<b>Sub-Total Allowances</b>		<b>\$ 2,307,400.00</b>

**Total Professional Services Fee \$ 4,201,400.00**  
 Inspector General- 0.25% \$ 10,503.50

**Grand Total \$ 4,211,903.50**

APPENDIX 2

PRINCIPALS OF THE ARCHITECT/ENGINEER

<u>Name</u>	<u>Title</u>
Alvaro J. Piedrahita, P.E.	Principal – In-Charge/President
Mariano O. Valle, P.E.	Principal/Sr. Vice President
Richard A. Waters, P.E.	Principal/Vice President

APPENDIX 3  
CRITICAL PERSONNEL

<u>STAFF PERSON</u>	<u>TITLE</u>	<u>COMPANY</u>
Richard P. Raymond	Project Manager	H.J. Ross
Richard A. Waters, PE	Agency Coordination	H.J. Ross
Mariano O. Valle, PE	QA/QC	H.J. Ross
Alvaro J. Piedrahita, PE	Principal-in-Charge	H.J. Ross
Adolfo O. Canal, PE	Sr. Project Engineer	H.J. Ross
Michael K. Miller, PE	Sr. Project Engineer	H.J. Ross
Ricardo Solorzano, PE	Sr. Project Engineer	H.J. Ross
Brent Molendyk, PE	Sr. Project Engineer	H.J. Ross
Sergio Mejia	Sr. Project Engineer	H.J. Ross

APPENDIX 4

DISADVANTAGED BUSINESS ENTERPRISE (DBE)  
PARTICIPATION PROVISIONS  
SCHEDULE OF PARTICIPATION AND LETTERS OF INTENT

104

**DISADVANTAGED BUSINESS ENTERPRISE (DBE)**  
**PARTICIPATION PROVISION**  
**PROPOSER**

**1) UTILIZATION OF DBE PROPOSER**

(a) *The Proposer, sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT assisted contract or in the administration of its DBE Program or the requirements of 49 CFR Part 26. The Proposer shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of DOT assisted contract. The MDAD DBE Program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this Program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. The MDAD may impose sanctions to proposers who fail to carry out the terms of this Provision as provided under Part 26.*

(b) Each sub-contract, the prime proposer signs with a sub-contractor must include the following assurance:

“The proposer shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The proposer shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this contract. Failure by the proposer to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedies as the MDAD deems appropriate.”

(c) Award of this contract will be conditioned upon satisfying the requirements of these Proposal specifications. These requirements apply to all Proposers, including those who qualify as a DBE. A DBE contract goal of \_\_\_\_\_% participation has been established for this contract. The Proposer shall make good faith efforts, as defined in Appendix A, 49 CFR of Part 26, Section 26.53, to meet the contract goal for DBE participation in the performance of this contract.

(d) The Proposer will be required to submit the following information with its Proposal in order to be deemed responsive:

- 1) The Disadvantaged Business Enterprises (DBE) Utilization Form (Form No. DBE-MA-1 Attached).
- 2) If the contract DBE goal is not met, documentation demonstrating good faith effort must be included with the proposal.
- 3) The Schedule of Participation: which constitutes a written representation by the Proposer that to the best of the Proposer’s knowledge the DBEs listed are available and have agreed to

perform as specified (Form No. DBE-MA-2 Attached).

- 4) Letter (s) of Intent: all Proposers must submit signed Letter(s) of Intent completed by the participating certified DBE sub-contractor. Be sure to include their respective dollar value (if known) and percentage of work. Expenditures to DBEs on a Schedule of Participation that are not confirmed by a Letter(s) of Intent shall not count toward the goal (Form No. DBE-MA-3 Attached).

Provided the Proposer shall have submitted completed forms and information required by these Provisions, and its bid is otherwise responsive to the solicitation, a Proposer shall be provided an opportunity to participate in the proceedings set out in this Provision.

The Proposer's failure to submit completed forms and information required by these Provisions can neither be cured by supplementary submittals and testimony at hearings nor shall the non-responsiveness of the proposal on account thereof be waived, negotiated or compromised.

- (e) The Proposer will be required to submit the following documents after the award of the contract. Failure by the proposer to carry out these requirements is a material breach of this contract:
  - 1) Executed Subcontract Agreement with first tier DBE firm (s) noted in the Schedule of Participation (SOP) at a time of first pre-construction meeting, but before notice to proceed is issued. The Subcontract Agreement should address prompt payment and retainage mechanism as specified in 49 CFR of Part 26, Section 26.29.
  - 2) Monthly Utilization Report (MUR), thirty (30) days after the commencement of the contract to the Office of Minority Affairs Division Building 5A, 3<sup>rd</sup> Floor, P.O. Box 025504, Miami, Florida 33102-5504.
- (f) Determination of Compliance: The total value (or percent of bid) for work to be performed by DBE firms as indicated in the Proposer's Schedule of Participation by DBE firms is required to be sufficient to fulfill the stated goal, unless the Proposer shall demonstrate to the satisfaction of MDAD that:
  - 1) it has made every reasonable effort to contact and negotiate with DBE firms in an attempt to sub-contract work, including every reasonable effort to select the portions of the work proposed to be sub-contracted, in order to achieve the stated goal.
  - 2) it was unable, notwithstanding such efforts, to achieve the stated goal because DBE firms were not Qualified or were Unavailable; and
  - 3) it included in its Schedule of Participation, all such proposed agreements it was able to make.

MDAD shall not award a Contract to any Proposer which it determines fails to comply with the applicable requirements of these Provisions. Nothing herein shall relieve any Proposer or any Proposer performing any work under the Contract from any of the terms, conditions, or requirements of the Contract or modify Owner's rights as reserved in the Contract Documents.

Attendance at pre-proposal conferences is encouraged to ensure that the proposer and their sub-contractors are aware of the reporting requirements and their responsibilities as they relate to the DBE Program. MDAD staff makes itself available to both the proposer and their sub-contractors during the course of the contract if any dispute arises concerning the DBE requirements.

The Certification process is the starting point for participation in Miami-Dade County for DBE's wishing to participate in Miami-Dade Aviation Department (MDAD) DBE Programs. In order to participate as a DBE, a firm must be certified by the Miami-Dade County Department of Small Business Development (SBD) and have a valid certification from SBD or from other certifying members of the Florida Unified Certification Program (FLUCP) at the time of proposal submittal, and must maintain its certification throughout the life of the contract.

Application for certification as a DBE may be obtained by contacting the Miami-Dade County, Department of Small Business Development (SBD) located at 111 N.W. 1<sup>st</sup> Street, Stephen P. Clark Center, 13<sup>th</sup> Floor, Miami, Florida 33128-1974 or by telephone at (305) 375-3111 or visit their website at [www.co.miamidade.gov/sba/home.asp](http://www.co.miamidade.gov/sba/home.asp).

The DBE Certification List is maintained and published at least every other week by the Miami-Dade County, Department of Small Business Development (SBD), and contains the names and addresses of currently certified Disadvantaged Business Enterprises (DBEs) certified by the Certification Unit Office.

The Florida Unified Certification Program (FLUCP) Directory is available at [www.dot.state.fl.us/equalopportunityoffice](http://www.dot.state.fl.us/equalopportunityoffice). The Directory lists the firm's name address, phone number, date of the most recent certification, certifying agency and type of work the firm has been certified to perform. The FLUCP updates the data every 24 hours and revises the directory regularly. The address for Florida UCP is:

**Florida Department of Transportation,  
Equal Opportunity Office  
605 Suwannee Street, MS 65  
Tallahassee, Florida 32399-0450  
Tel: (850) 414-4747 Fax: (850) 414-4879**

**2) Investigations and Recommendation by Compliance Officer:**

In the event that the Proposer has not met the stated goals, and has submitted the good faith efforts extended by the Proposer to meet the stated goals, the Compliance Officer may, require that the Proposer meet with the Compliance Officer at Miami-Dade County Aviation Department, Minority Affairs Division Building 5A, 3<sup>rd</sup> Floor, P.O. Box 025504, Miami, Florida 33102-5504, or such other place as the Compliance Officer may designate. The purpose of this meeting shall be for the Compliance Officer to determine, if necessary, whether the good faith efforts of the Proposer to meet the stated goals are sufficient. At this meeting the Proposer shall have an opportunity to present information pertinent to its compliance with the applicable requirements.

The Compliance Officer may require the Proposer to produce such additional information as the Compliance Officer deems appropriate.

No later than fifteen (15) days after the initial meeting with the Proposer, the Compliance Officer shall make a written recommendation to the Aviation Director or his/her designee (hereinafter referred to as "Director") which shall include a statement of the facts and reasons upon which the recommendation is based.

- a) Determination by MDAD - Following receipt of the recommendation, the Director shall, at his discretion, request such further information from the Proposer as he deems appropriate, and may rely upon any factual conclusion reported by the Compliance Officer which is not contradicted by the Proposer, relevant to the issues on which his recommendation to the Board will be based. As soon as practicable, the Director shall make a determination, in writing and setting forth the facts and reasons upon which it is based, whether the Proposal of such Proposer complies with the requirements of these Provisions or recommending to the Board that the Contract not be awarded to the Proposer. A copy of such determination shall be sent to the Proposer. Such determination shall not affect the power of the Board of County Commissioners to reject the Proposer's Proposal for any other reason or to take action on the recommendation of the Director as it deems appropriate.
- b) Consideration of Other Proposals - If MDAD deems it advisable in the interest of expediting the award of the Contract, the procedures set forth in these Provisions may be carried out with respect to the Proposals of one or more additional Proposers at the same or different times with each such proceeding to be separately conducted.
- c) Failure of Proposer to Participate - The Proposer will be bound by proceedings under these Provisions to which it has been given required notice without regard to its participation or lack of participation in them. Its lack of participation, upon receiving notices and requests pursuant to these Provisions, shall not be grounds for reconsideration of any actions taken in the proceedings under these Provisions.
- d) Substitution of DBE Firms for those listed in the Schedule of Participation by DBE Firms and Letter (s) of Intent Prior to Contract Award - A Proposer must submit in writing any substitution of another firm from that provided in its Schedule of Participation. Such authorization may be given upon a determination that:
  - (i) although listed by a Proposer in good faith, a sub-contractor appearing on the Proposer's Schedule of Participation is not a DBE sub-contractor, is not qualified or is unavailable and that,
  - (ii) if the work scheduled to be performed by the said proposer is not performed by a DBE sub-contractor, the Proposer will not achieve the level of participation listed on its schedule. Upon receiving such authorization, the Proposer shall make every reasonable effort to replace a sub-contractor listed in its Schedule

of Participation with another qualified DBE sub-contractor to perform, for not less than the same dollar value or the value necessary to achieve the level of participation listed on its schedule, the same work or other work not appearing on the Schedule included with its Proposal submission. Failure on the part of the Proposer to comply with all of the requirements of these Provisions shall be grounds for the recommendation of the Director to the Board of County Commissioners that the Contract not be awarded to the Proposer.

### 3) Administrative Reconsideration

- 1) Within 5 days of being informed by MDAD that its Proposal is not responsive/responsible, because it has not documented sufficient good faith efforts, a Proposer may request administrative reconsideration. Proposer should make this request in writing to the Aviation Director, P.O. Box 025504, Miami, Florida 33102-5504, telephone number (305) 876-7077. The reconsideration official will not have played any role in the original determination that the Proposer did not make to document sufficient good faith efforts.
- 2) As part of this reconsideration, the Proposer will have the opportunity to provide written documentation or argument concerning the issue of whether it met the goal or made adequate good faith efforts to do so. The Proposer will have the opportunity to meet in person with the reconsideration official to discuss the issue of whether it met the goal or made adequate good faith efforts to do so. MDAD will send the Proposer a written decision on reconsideration, explaining the basis for finding that Proposer did not meet the goal or make adequate good faith efforts to do so. The result of the reconsideration process is not administratively appealable to the Department of Transportation.
- 3) In a "design-build" or "turnkey" contracting situation, in which the recipient lets a master contract to a proposer, who in turn lets subsequent sub-contracts for the work of the project, MDAD may establish a goal for the project. The master proposer will then establish contract goals, as appropriate for the sub-contracts it lets. MDAD will maintain oversight of the master proposer's activities to ensure that they are conducted consistent with the requirements of the DBE plan.
- 4) MDAD will require that a prime proposer not terminate for convenience a DBE sub-contractor (or an approved substitute DBE firm) and then perform the work of the terminated sub-contractor with its own forces or those of an affiliate, without prior written consent by the Aviation Director or designee.
- 5) When a DBE sub-contractor is terminated, or fails to complete its work on the contract for any reason, MDAD will require the prime proposer to make good faith efforts to find another DBE sub-contractor to substitute for the original DBE.

These good faith efforts shall be directed at finding another DBE to perform at least the same amount of work under the contract as the DBE that was terminated, to the extent needed to meet the contract goal established.

- 6) MDAD will include in each prime contract a provision for appropriate administrative remedies that it will invoke if the prime proposer fails to comply with the DBE requirements of the contract.

4) **REQUIREMENTS AND PROCEDURES SUBSEQUENT TO CONTRACT AWARD:**

A) **Schedule of Participation** - The Proposer shall sub-contract with those sub-contractors listed on the Schedule of Participation by DBE, with substitutions authorized under these Provisions, and shall thereafter neither terminate such sub-contractor(s) nor reduce the scope of the work to be performed by, or decrease the price to be paid to, the DBE sub-contractor(s) thereunder without the prior written authorization of the Director.

B) **Substitution of Sub-contractors:**

1) **Excuse from Entering Sub-contracts.** If prior to execution of a sub-contract required by these Provisions, the Proposer submits a written request to the Director and demonstrates to the satisfaction of the Director that, as a result of a change in circumstances beyond its control of which it was not aware and could not reasonably have been aware until subsequent to the date of award of the Contract, a DBE Proposer which is to enter into such sub-contract has become not qualified, or that the DBE Proposer has unreasonably refused to execute the sub-contract, the Successful Proposer shall be excused from executing such sub-contract.

2) **Rightful Termination of Sub-contracts.** If after execution of a sub-contract required by these provisions, the Proposer submits a written request to the Director and demonstrates to the satisfaction of the Director that, as a result of a change in circumstance beyond its control of which it was not aware and could not reasonably have been aware until subsequent to the date of execution of such sub-contract, a DBE Proposer which entered into such sub-contract has become not qualified or has committed and failed to remedy a material breach of the sub-contract, the Proposer shall be entitled to exercise such rights as may be available to it to terminate the sub-contract.

3) **Determination of Excuse of Rightful Termination.** If the Proposer at any time submits a written request under these Provisions, the Director, as soon as practicable, shall determine whether the Proposer has made the requisite demonstration, and shall not determine that such a demonstration has not been made without first providing the Proposer an opportunity to present pertinent information and arguments.

4) **Alternative Sub-contracts.** If the Proposer is excused from entering a sub-contract under this Regulation or rightfully terminates a sub-contract under this Regulation and without such sub-contract the Proposer will not achieve the level of DBE Participation upon which the contract was awarded, the Proposer shall make

every reasonable effort to enter into an alternative sub-contract or sub-contracts for the same work to be performed by another Qualified DBE sub-contract or sub-contracts for a contract price or prices totaling not less than the contract price under the excused or terminated sub-contract, less all amounts previously paid thereunder. The Proposer shall be deemed to satisfy the requirements of this Regulation if:

- a) it shall enter each such alternative sub-contract(s) for the same work;
- b) it demonstrates to the satisfaction of the Director that it has made every reasonable effort to negotiate with a DBE Proposer in an attempt to sub-contract such work, but that it was unable to sub-contract the work because the DBE Proposer were (i) not Qualified; (ii) Unavailable; or (iii) although Qualified and not Unavailable, were unwilling or unable to propose a price for such work equal to or less than the price originally scheduled for such work (less all amount previously paid thereof);
- c) when situations covered by these Regulations arises, the Compliance Officer shall promptly meet with the Proposer and provide him an opportunity to demonstrate compliance with these Provisions. The Compliance Officer shall, as promptly as practicable, recommend to the Director whether the Proposer should be determined to be in continued compliance with these Provisions.

The Compliance Officer may require the Proposer to produce such information as the Compliance Officer deems appropriate and may obtain whatever other and further information from whatever source the Compliance Officer deems appropriate. A copy of the Compliance Officer's recommendation shall be promptly hand delivered or sent by registered mail to the Proposer. The Compliance Officer shall not make his/her recommendation under this paragraph without giving the Proposer notice and an opportunity to present pertinent information and arguments.

The Director will consider objections to the Compliance Officer's recommendation only if such written objections are received by the Director within five (5) calendar days from the Proposer's receipt of the Compliance Officer's recommendation. The Director will reply to the Proposer's written objection within (10) days of receipt of these objections.

#### **5) Prompt Payment and Retainage**

Miami-Dade Aviation Department (MDAD) has, as part of its DBE Program, a contract clause to require prime contractors to pay subcontractors for satisfactory performance of their contracts no later than 30 days from receipt of each payment MDAD makes to the prime contractor.

MDAD must ensure prompt and full-payment of retainage from the prime contractor to the subcontractor within 30 days after the subcontractor's work is satisfactorily completed. MDAD must use one of the following methods to comply with this requirement:

1. MDAD may decline to hold retainage from prime contractors and prohibit prime contractors from holding retainage from subcontractors.
2. MDAD may decline to hold retainage from prime contractors and require a contract clause obligating prime contractors to make prompt and full payment of any retainage kept by prime contractor to the subcontractor within 30 days after the subcontractor's work is satisfactorily completed.
3. MDAD may hold retainage from prime contractors and provide for prompt and regular incremental acceptances of portions of the prime contract, pay retainage to prime contractors based on these acceptances, and require a contract clause obligating the prime contractor to pay all retainage owed to the subcontractor for satisfactory completion of the accepted work within 30 days after MDAD's payment to the prime contractor.

For purposes of this section, a subcontractor's work is satisfactorily completed when all tasks called for in the subcontract have been accomplished and documented as required by the MDAD. When MDAD has made an incremental acceptance of a portion of a prime contract, the work of a subcontractor covered by that acceptance is deemed to be satisfactorily completed.

MDAD's DBE program must provide appropriate means to enforce the requirements of this section. These means may include appropriate penalties for failure to comply, the terms and conditions of which MDAD set. MDAD's program may also provide that any delay or postponement of payment among the parties may take place only for good cause, with MDAD's prior written approval.

MDAD may also establish, as part of MDAD's DBE program, any of the following additional mechanisms to ensure prompt payment:

1. A contract clause that requires prime contractors and subcontractors will use appropriate alternative dispute resolution mechanisms to resolve payment disputes. MDAD may specify the nature of such mechanisms.
2. A contract clause providing that the prime contractor will not be reimbursed for work performed by subcontractors unless and until the prime contractor ensures that the subcontractors are promptly paid for the work they have performed.
3. Other mechanisms, consistent with this part and applicable state and local law, to ensure that DBE's and other contractors are fully and promptly paid.

#### **6) Procedures for Post Award Monitoring**

MDAD shall monitor the compliance of the Proposer with the requirements of these Provisions during the course of the work to be performed under the contract. MDAD shall have access to the necessary records to examine such information as may be appropriate for the purpose of investigating and determining compliance with these Provisions, including, but not limited to, manpower tables, records of expenditures, observations at the job site, and contracts between the Proposer and his sub-contractors, suppliers and material men entered into during the life of the Contract.

The MDAD's DBE Program also includes a monitoring and enforcement mechanism to verify that the work committed to DBEs at contract award is actually performed by the DBEs. This mechanism provides for a running tally of actual DBE attainments (i.e., payments actually made to DBE firms); includes a provision ensuring that DBE participation is credited toward overall or contract goals when payments are actually made to DBE firms; and requires the following elements:

- 1) Site inspections are conducted to verify that the DBE proposers identified as performing work on our contracts are actually doing the work. Inspections may include desktop audits where invoices are examined as well as payments. Sub-contracts may be reviewed and employees interviewed to verify information that has been submitted.
- 2) A notarized Monthly Utilization Report (MUR), as found in Form DBE-MA-4 (Attached), is required from all proposers in which a DBE goal has been set. The report provides the dollars paid to the prime proposer and what the prime proposer has paid to their sub-contractors. This data is entered into a database to be monitored for compliance with goals.
- 3) Prime proposer must include with their MUR, proof of payment to the DBE sub-contractors. This is achieved by providing copies of checks or written statements from the sub-contractors in which they acknowledge payment.

#### 7) Sanctions for Violations

If at any time MDAD has reason to believe that the Proposer is in violation of its obligation under these Provisions, or has otherwise failed to comply with these Provisions, MDAD may, in addition to pursuing any other legal remedy, commence proceeding to impose sanctions on the Proposer. Such sanctions may include, but are not limited to, one or more of the following:

- 1) The suspension of any payment or part thereof due the Proposer until such time as the issues concerning the Proposer's Compliance are resolved.
- 2) The termination, suspension or cancellation of the Contract in whole or in part, unless the Proposer demonstrates within a reasonable time its compliance with the terms of these Provisions.
- 3) The debarment of the Proposer to participate in any further contracts awarded by MDAD for a period no longer than three years. No such sanction shall be imposed by MDAD upon the Proposer except pursuant to a hearing conducted by the Director.

**DISADVANTAGED BUSINESS ENTERPRISE (DBE) UTILIZATION**

The undersigned bidder/offeror has satisfied the requirements of the bid specification in the following manner (please check the appropriate space).

\_\_\_\_\_ The bidder/offeror is committed to a minimum of \_\_\_\_\_% DBE utilization in this Contract.

\_\_\_\_\_ The bidder/offeror (if unable to meet the DBE goal of \_\_\_\_\_% is committed to a minimum of \_\_\_\_\_% DBE utilization on this contract and submits documentation demonstrating good faith efforts.

Name of bidder/offeror's firm: \_\_\_\_\_

State Registration No. \_\_\_\_\_

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

Title: \_\_\_\_\_

\_\_\_\_\_  
(Print Name)

Date: \_\_\_\_\_

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**LETTER OF INTENT  
DISADVANTAGED BUSINESS ENTERPRISE  
PARTICIPATION**

To: \_\_\_\_\_

Project: \_\_\_\_\_

Contract Number: \_\_\_\_\_ Total \$ value (if known) & % of Bidder/Proposal: \_\_\_\_\_

The undersigned holds SBD Certificate No. \_\_\_\_\_ expiring on, \_\_\_\_\_ 20\_\_\_\_\_. Or provide proof of DBE certification from other certifying members.

The undersigned intends to perform the following work in connection with the above Bid/ Proposal (Describe): \_\_\_\_\_

Description of Services	\$ value (if known) & % of Bid/Proposal
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Total% \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

Print Name \_\_\_\_\_

Title \_\_\_\_\_

DBE Firm \_\_\_\_\_







**LETTER OF INTENT  
DISADVANTAGED BUSINESS ENTERPRISE  
PARTICIPATION**

To: H. J. ROSS ASSOCIATES, INC.

Project: Runway 12-30 Pavement Rehabilitation

Contract Number: E10-MDAD-01 Total \$ value (if known) & % of Bidder/Proposal: 36.5%

The undersigned holds SBD Certificate No. 9609 expiring on Feb. 29 20 12. Or provide proof of DBE certification from other certifying members.

The undersigned intends to perform the following work in connection with the above Bid/Proposal (Describe): Engineering Services

Description of Services	\$ value (if known) & % of Bid/Proposal
Engineering Services	19%

Total% 19%

Signature  Date 06/30/11

Print Name Basil S. Williams Title President/CEO

DBE Firm BND Engineers, Inc.

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Carlos Alvarez, Mayor

Small Business Development  
111 NW 1st Street • 19th Floor  
Miami, Florida 33128-1906  
T 305-375-3111 F 305-375-3160

miamidade.gov

CERT. NO: 9609  
ANNIVERSARY DATE: 02/29/2012

December 22, 2010

Mr. Basil Williams  
BND ENGINEERS, INC.  
4090 NW 97th Ave, Suite 300  
Miami, FL 33178-0000

Dear Mr. Williams:

The Department of Small Business Development (SBD) has completed the review of your application and the attachments submitted for certification. Your firm is officially certified as a Disadvantaged Business Enterprise (DBE) in accordance with the State of Florida Unified Certification Program (UCP) approved by the U.S. Department of Transportation (FDOT) in the categories listed below. This certification affords your company the opportunity to participate in contracts throughout the State of Florida with DBE measures.

Your DBE certification requires you to complete a Continuing Eligibility affidavit annually. To ensure timely processing the Continuing Eligibility affidavit is accessible at [http://www.miamidade.gov/sba/library/continuing\\_eligibility\\_package.pdf](http://www.miamidade.gov/sba/library/continuing_eligibility_package.pdf). A hard copy is available upon request and may be sent to you via mail or facsimile. Failure to complete and submit the required affidavit with the required supporting documents on or before your anniversary date may result in the removal of your company from the Florida DBE Unified Certification Program.

If any changes occur within your company during the certified period (such as ownership, address, telephone number, trade category, licensing, technical certification, bonding capacity, or if the business ceases to exist) you are required to notify this department within 30 days in writing. It is of critical importance that the current information regarding your company be maintained. All inquiries or changes related to this certification should be directed to Coralee Walkine-Taylor in the Certification Unit.

Should you have questions regarding your firm's certification, Coralee Walkine-Taylor will be pleased to assist you.

We look forward to your participation and success in Miami-Dade County's disadvantaged business enterprise programs.

Sincerely,

  
Penelope Townsley  
Director

CATEGORIES: (Your firm may bid or participate on contracts only under these categories)  
ENGINEERING SERVICES (DBE)

cc: Coralee Walkine-Taylor, Certification Specialist

*Delivering Excellence Every Day*

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**BizNet Profile: BND ENGINEERS, INC.**

<b>Name:</b> BND ENGINEERS, INC.
<b>Business Description:</b> Civil and Environmental Engineering Consulting Services
<b>Street:</b> 4090 NW 97th Avenue Suite 300
<b>City:</b> MIAMI <b>State:</b> FL <b>Zip:</b> 33178
<b>County:</b> DADE <b>District:</b>
<b>Phone:</b> (305) 599-8495 <b>Fax:</b> (305) 597-9312
<b>E-mail:</b>
<b>Work Location:</b>
<b>County:</b>
<b>District:</b>
<b>Contact:</b> Basil S Williams
<b>UCP Cert. DBE State Cert.:</b> MBE <b>UCP Certifying Member:</b> MDC
<b>First SC:</b> 941 <b>First NAICS:</b> 54133
<b>2nd SC:</b> <b>3rd SC:</b> <b>4th SC:</b> <b>5th SC:</b> <b>6th SC:</b> <b>7th SC:</b> <b>8th SC:</b> <b>9th SC:</b> <b>10th SC:</b>
<b>2nd NAICS:</b> <b>3rd NAICS:</b> <b>4th NAICS:</b> <b>5th NAICS:</b> <b>6th NAICS:</b> <b>7th NAICS:</b> <b>8th NAICS:</b> <b>9th NAICS:</b> <b>10th NAICS:</b>
<b>ACDBE:</b> No

**NOTE:**  
 OBE stands for Other Business Enterprise indicating that the firm is not certified.

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**LETTER OF INTENT  
DISADVANTAGED BUSINESS ENTERPRISE  
PARTICIPATION**

To: H. J. ROSS ASSOCIATES, INC.

Project: Runway 12-30 Pavement Rehabilitation

Contract Number: E10-MDAD-01 Total \$ value (if known) & % of Bidder/Proposal: 36.5%

The undersigned holds SBD Certificate No. \_\_\_\_\_ SBD Not Applicable FDOT DBE Certification Attached  
 \_\_\_\_\_ expiring on, \_\_\_\_\_ 20\_\_\_\_\_. Or  
 provide proof of DBE certification from other certifying members.

The undersigned intends to perform the following work in connection with the above Bid/  
 Proposal (Describe): Civil Engineering Services

Description of Services	\$ value (if known) & % of Bid/Proposal
Civil Engineering Services	5%

FDOT DBE Certification Attached Total% 5%

Signature  Date 06/30/11

Print Name Manuel Benitez, PE Title Vice President

DBE Firm BCC Engineering, Inc.

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## Florida Department of Transportation

JEB BUSH  
GOVERNOR

605 Suwannee Street  
Tallahassee, FL 32399-0450

DENVER J. STUTLER, JR.  
SECRETARY

December 29, 2006

### Certified Mail – Return Receipt Requested

BCC Engineering, Inc.  
Mr. Jose Munoz  
7300 N. Kendall Drive, Ste. 660  
Miami, FL 33143

### ANNIVERSARY DATE – Annually on December 29

Dear Mr. Munoz:

The Florida Department of Transportation [FDOT] is pleased to announce that your firm is certified under the **Florida Unified Certification Program [UCP]** as a **Disadvantaged Business Enterprise [DBE]** in accordance with Part 49 Section 26, Code of Federal Regulations.

DBE certification is continuing, but is contingent upon the firm maintaining its eligibility annually through this office. You will be notified of your annual responsibilities in advance of the **Anniversary Date**. You must submit the annual **AFFIDAVIT FOR CONTINUING ELIGIBILITY** no later than the **Anniversary Date**. Failure to do so will result in immediate action to decertify the firm.

Only those firms listed in the UCP DBE Directory, are certified by Florida UCP Members. Prime contractors and consultants are urged to verify your firm's current certification status of the firm through this Directory.

Your firm will be listed in Florida's UCP DBE Directory which can be accessed via the internet, at <http://www.bipincwebapps.com/biznetflorida/> or through The Department's website at [www.dot.state.fl.us/equalopportunityoffice](http://www.dot.state.fl.us/equalopportunityoffice), then select "DBE Directory."

DBE certification is **NOT** a guarantee of work, but enables the firm to compete for, and perform, contract work on all USDOT Federal Aid (FAA, FTA and FHWA) projects in Florida as a DBE contractor, sub-contractor, consultant, sub-consultant or material supplier.

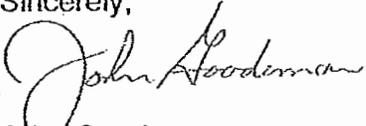
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If, at any time, there is a material change in the firm, including, but not limited to, ownership, officers, Directors, scope of work being performed, daily operations, affiliations with other businesses or individuals or physical location of the firm, you must notify this office, in writing, within (30) days. Notification should include supporting documentation. You will receive timely instruction from this office as to how you should proceed, if necessary.

Your firm is eligible to compete for, and perform, work on all USDOT Federal Aid projects throughout Florida, and may earn DBE credit for work performed in the following areas:

<u>NAICS:</u>	<u>FDOT Specialty Code &amp; Description</u>
541330	941-Civil Engineering Services
541340	947-CADD Services

Questions and concerns should be directed to this office by mail or telephone. Our telephone number is (850) 414-4747. Our Fax number is (850) 414-4879.

Sincerely,  
  
John Goodman  
DBE Certification Manger

**BizNet Profile: BCC ENGINEERING INC**

<b>Name:</b> BCC ENGINEERING INC
<b>Business Description:</b> ENGINEERING SERVICES
<b>Street:</b> 7300 NORTH KENDALL DRIVE, SUITE 400
<b>City:</b> MIAMI <b>State:</b> FL <b>Zip:</b> 33156
<b>County:</b> DADE <b>District:</b> DISTRICT SIX
<b>Phone:</b> (305) 670-2350 <b>Fax:</b> (305) 670-2351
<b>E-mail:</b> JMUNOZ@BCCENG.COM
<b>Work Location:</b>
<b>County:</b>
<b>District:</b> DIST/ST WIDE
<b>Contact:</b> JOSE MUNOZ
<b>UCP Cert. DBE</b> <b>State Cert.:</b> OBE <b>UCP Certifying Member:</b> FDOT
<b>First SC:</b> 947 <b>First NAICS:</b> 54134
<b>2nd SC:</b> 941 <b>3rd SC:</b> 4th SC: 5th SC: 6th SC: 7th SC: 8th SC: 9th SC: 10th SC:
<b>2nd NAICS:</b> 3rd NAICS: 4th NAICS: 5th NAICS: 6th NAICS: 7th NAICS: 8th NAICS: 9th NAICS: 10th NAICS:
<b>ACDBE:</b> No

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**LETTER OF INTENT  
DISADVANTAGED BUSINESS ENTERPRISE  
PARTICIPATION**

To: H. J. ROSS ASSOCIATES, INC.

Project: Runway 12-30 Pavement Rehabilitation

Contract Number: E10-MDAD-01 Total \$ value (if known) & % of Bidder/Proposal: 36.5

The undersigned holds SBD Certificate No. \_\_\_\_\_ SBD Not Applicable - FDOT DBE Certification Attached  
 expiring on, 20. Or  
 provide proof of DBE certification from other certifying members.

The undersigned intends to perform the following work in connection with the above Bid/  
 Proposal (Describe): Civil Engineering Services

Description of Services	\$ value (if known) & % of Bid/Proposal
Civil Engineering Services	5%

FDOT DBE CERTIFICATION ATTACHED Total% 5%

Signature  Date 06/30/11

Print Name Steven S. Eagle, P.E. Title Vice-President

DBE Firm Nova Consulting, Inc.



## Florida Department of Transportation

CHARLIE CRIST  
GOVERNOR

605 Suwannee Street  
Tallahassee, FL 32399-0450

STEPHANIE C. KOPELOUSOS  
SECRETARY

March 6, 2008

### Certified Mail – Return Receipt Requested

Nova Consulting, Inc.  
Ms. Maria J. Molina  
10486 NW 31<sup>st</sup> Terr  
Miami FL 33172

### ANIVERSARY DATE- Annually on October 1

Déar Ms. Molina:

The Florida Department of Transportation [FDOT] is pleased to announce that your firm is certified under the Florida Unified Certification Program [UCP] as Disadvantaged Business Enterprise [DBE] in accordance with Part 49 Section 26, Code of Federal Regulations.

DBE certification is continuing, but is contingent upon the firm maintaining its eligibility annually through this office. You will be notified of your annual responsibilities in advance of the Anniversary Date. You must submit the annual AFFIDAVIT FOR CONTINUING ELIGIBILITY no later than the Anniversary Date. Failure to do so will result in immediate action to decertify the firm.

Only those firms listed in the UCP DBE Directory, are certified by Florida UCP Members. **Prime contractors and consultants should verify your firms DBE certification status, and identify the only work area(s) for which the firm is DBE eligible, through this Directory.**

Your firm will be listed in Florida's UCP DBE Directory which can be accessed via the internet, at <http://www.bipincwebapps.com/biznetflorida/> or through The Department' website at [www.dot.state.fl.us/equalopportunityoffice](http://www.dot.state.fl.us/equalopportunityoffice), then select "DBE Directory."

DBE certification is NOT a guarantee of work, but enables the firm to compete for, and perform, contract work on all USDOT Federal Aid (FAA, FTA and FHWA) projects in Florida as a DBE contractor, subcontractor, consultant, sub-consultant or material supplier.

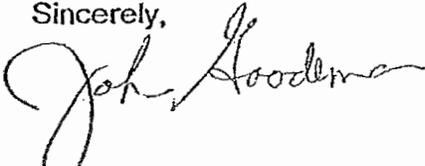
If, at any time, there is a material change in the firm, including, but not limited to, ownership, officers, Directors, scope of work being performed, daily operations, affiliations with other businesses or individuals or physical location of the firm, you must notify this office, in writing, within (30) days. Notification should include supporting documentation. You will receive timely instruction from this office as to how you should proceed, if necessary.

Your firm is eligible to compete for, and perform, work on all USDOT Federal Aid projects throughout Florida, and may earn DBE credit for work performed in the following areas:

<u>NAICS:</u>	<u>FDOT Specialty Code &amp; Description</u>
541990	300-All Other Professional, Scientific And Technical Services
541330	941-Civil Engineering Services
562112	953-Hazardous Waste Services
562910	954-Mitigation Services
541330	943-Geotechnical Engineering Services

All questions or concerns should be directed to this office by mail or telephone. Our telephone number is (850) 414-4747. Our Fax number is (850) 414-4879.

Sincerely,



John Goodman  
DBE Certification Manager

**BizNet Profile: NOVA CONSULTING INC**

<b>Name:</b> NOVA CONSULTING INC
<b>Business Description:</b> ENGINEERING SERVICES
<b>Street:</b> 10486 NW 31 TERRACE
<b>City:</b> MIAMI <b>State:</b> FL <b>Zip:</b> 33172
<b>County:</b> DADE <b>District:</b> DISTRICT SIX
<b>Phone:</b> (305) 436-9200 <b>Fax:</b> (305) 436-9265
<b>E-mail:</b> <a href="mailto:MMOLINA@NOVA-CONSULTING.COM">MMOLINA@NOVA-CONSULTING.COM</a>
<b>Work Location:</b>
<b>County:</b> MONROE DADE
<b>District:</b> DISTRICT SIX
<b>Contact:</b> MARIA J. MOLINA, P.E.
<b>UCP Cert. DBE</b> <b>State Cert.:</b> MBE <b>UCP Certifying Member:</b> FDOT
<b>First SC:</b> 300 <b>First NAICS:</b> 54133
<b>2nd SC:</b> 941 <b>3rd SC:</b> 943 <b>4th SC:</b> 953 <b>5th SC:</b> 954 <b>6th SC:</b> <b>7th SC:</b> <b>8th SC:</b> <b>9th SC:</b> <b>10th SC:</b>
<b>2nd NAICS:</b> <b>3rd NAICS:</b> <b>4th NAICS:</b> <b>5th NAICS:</b> <b>6th NAICS:</b> <b>7th NAICS:</b> <b>8th NAICS:</b> <b>9th NAICS:</b> <b>10th NAICS:</b>
<b>ACDBE:</b> No

**NOTE:**  
 OBE stands for Other Business Enterprise indicating that the firm is not certified.

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**LETTER OF INTENT  
DISADVANTAGED BUSINESS ENTERPRISE  
PARTICIPATION**

To: H. J. ROSS ASSOCIATES, INC.

Project: Runway 12-30 Pavement Rehabilitation

Contract Number: E10-MDAD-01 Total \$ value (if known) & % of Bidder/Proposal: 36.5%

The undersigned holds SBD Certificate No. \_\_\_\_\_ SBD Not Applicable - FDOT DBE Certification Attached expiring on, 20 . Or provide proof of DBE certification from other certifying members.

The undersigned intends to perform the following work in connection with the above Bid/Proposal (Describe): Civil Engineering Services

Description of Services	\$ value (if known) & % of Bid/Proposal
Civil Engineering Services	2.5%

FDOT DBE CERTIFICATION ATTACHED Total% 2.5%

Signature  Date 06/30/11  
 Print Name Marc A. Fermanian Title Vice-President  
 DBE Firm CRJ & Associates, Inc.



## Florida Department of Transportation

CHARLIE CRIST  
GOVERNOR

605 Suwannee Street  
Tallahassee, FL 32399-0450

STEPHANIE C. KOPELOUSOS  
SECRETARY

March 17, 2008

### Certified Mail – Return Receipt Requested

CRJ & Associates, Inc.  
Mr. Harry Christie  
7220 NW 36<sup>th</sup> Street, Ste. 408  
Miami FL 33166

### ANNIVERSARY DATE – Annually on January 8

Dear Mr. Christie:

The Florida Department of Transportation [FDOT] is pleased to announce that your firm is certified under the **Florida Unified Certification Program [UCP]** as a **Disadvantaged Business Enterprise [DBE]** in accordance with Part 49 Section 26, Code of Federal Regulations.

DBE certification is continuing, but is contingent upon the firm maintaining its eligibility annually through this office. You will be notified of your annual responsibilities in advance of the **Anniversary Date**. You must submit the annual **AFFIDAVIT FOR CONTINUING ELIGIBILITY** no later than the **Anniversary Date**. Failure to do so will result in immediate action to decertify the firm.

Only those firms listed in the UCP DBE Directory, are certified by Florida UCP Members. Prime contractors and consultants are urged to verify your firm's current certification status of the firm through this Directory.

Your firm will be listed in Florida's UCP DBE Directory which can be accessed via the internet, at <http://www.bipincwebapps.com/biznetflorida/> or through The Department' website at [www.dot.state.fl.us/equalopportunityoffice](http://www.dot.state.fl.us/equalopportunityoffice), then select "DBE Directory."

DBE certification is **NOT** a guarantee of work, but enables the firm to compete for, and perform, contract work on all USDOT Federal Aid (FAA, FTA and FHWA) projects in Florida s a DBE contractor, sub-contractor, consultant, sub-consultant or material supplier.

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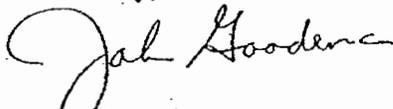
If, at any time, there is a material change in the firm, including, but not limited to, ownership, officers, Directors, scope of work being performed, daily operations, affiliations with other businesses or individuals or physical location of the firm, you must notify this office, in writing, within (30) days. Notification should include supporting documentation. You will receive timely instruction from this office as to how you should proceed, if necessary.

Your firm is eligible to compete for, and perform, work on all USDOT Federal Aid projects throughout Florida, and may earn DBE credit for work performed in the following areas:

<u>NAICS:</u>	<u>FDOT Specialty Code &amp; Description</u>
541330	941-Civil Engineering Services
541340	947-CADD Services

Questions and concerns should be directed to this office by mail or telephone. Our telephone number is (850) 414-4747. Our Fax number is (850) 414-4879.

Sincerely,



John Goodman  
DBE Certification Manger

**BizNet Profile: CRJ & ASSOCIATES INC**

<b>Name:</b> CRJ & ASSOCIATES INC
<b>Business Description:</b> ENGINEERING SERVICES
<b>Street:</b> 7220 NW 36TH STREET STE408
<b>City:</b> MIAMI <b>State:</b> FL <b>Zip:</b> 33166
<b>County:</b> DADE <b>District:</b> DISTRICT SIX
<b>Phone:</b> (786) 331-7370 <b>Fax:</b> (786) 331-7371
<b>E-mail:</b> HCHRISTIE@CRJASSOCIATES.COM
<b>Work Location:</b>
<b>County:</b> MONROE DADE
<b>District:</b> DIST/ST WIDE
<b>Contact:</b> HARRY CHRISTIE
<b>UCP Cert. DBE</b> <b>State Cert.:</b> MBE <b>UCP Certifying Member:</b> FDOT
<b>First SC:</b> 941 <b>First NAICS:</b> 54133
<b>2nd SC:</b> 947 <b>3rd SC:</b> <b>4th SC:</b> <b>5th SC:</b> <b>6th SC:</b> <b>7th SC:</b> <b>8th SC:</b> <b>9th SC:</b> <b>10th SC:</b>
<b>2nd NAICS:</b> <b>3rd NAICS:</b> <b>4th NAICS:</b> <b>5th NAICS:</b> <b>6th NAICS:</b> <b>7th NAICS:</b> <b>8th NAICS:</b> <b>9th NAICS:</b> <b>10th NAICS:</b>
<b>ACDBE:</b> No

**NOTE:**  
 OBE stands for Other Business Enterprise indicating that the firm is not certified.

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**LETTER OF INTENT  
DISADVANTAGED BUSINESS ENTERPRISE  
PARTICIPATION**

To: H. J. ROSS ASSOCIATES, INC.

Project: Runway 12-30 Pavement Rehabilitation

Contract Number: E10-MDAD-01 Total \$ value (if known) & % of Bidder/Proposal: 36.5%

The undersigned holds SBD Certificate No. \_\_\_\_\_ SBD Not Applicable. The is FDOT DBE Certified expiring on, 20 . Or provide proof of DBE certification from other certifying members.

The undersigned intends to perform the following work in connection with the above Bid/ Proposal (Describe): Civil Engineering Services

Description of Services	\$ value (if known) & % of Bid/Proposal
Civil Engineering Services	2.5%

Total% 2.5%

Signature *Rodolfo Ibarra*

Date 06/30/11

Print Name Rodolfo Ibarra

Title President

DBE Firm Rodolfo Ibarra, PE, PA

**BizNet Profile: RODOLFO IBARRA P E P A**

<b>Name:</b> RODOLFO IBARRA P E P A
<b>Business Description:</b> CIVIL ENGINEERING DESIGN
<b>Street:</b> 16215 SW 117 AVE UNIT 3
<b>City:</b> MIAMI <b>State:</b> FL <b>Zip:</b> 33177
<b>County:</b> DADE <b>District:</b> DISTRICT SIX
<b>Phone:</b> (305) 232-1547 <b>Fax:</b> (305) 232-1548
<b>E-mail:</b> <a href="mailto:rudyeng@bellsouth.net">rudyeng@bellsouth.net</a>
<b>Work Location:</b>
<b>County:</b>
<b>District:</b> DIST/ST WIDE
<b>Contact:</b> RODOLFO IBARRA
<b>UCP Cert.</b> DBE <b>State Cert.:</b> OBE <b>UCP Certifying Member:</b> FDOT
<b>First SC:</b> 941 <b>First NAICS:</b> 54133
<b>2nd SC:</b> <b>3rd SC:</b> <b>4th SC:</b> <b>5th SC:</b> <b>6th SC:</b> <b>7th SC:</b> <b>8th SC:</b> <b>9th SC:</b> <b>10th SC:</b>
<b>2nd NAICS:</b> <b>3rd NAICS:</b> <b>4th NAICS:</b> <b>5th NAICS:</b> <b>6th NAICS:</b> <b>7th NAICS:</b> <b>8th NAICS:</b> <b>9th NAICS:</b> <b>10th NAICS:</b>
<b>ACDBE:</b> No

**NOTE:**  
 OBE stands for Other Business Enterprise indicating that the firm is not certified.

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**LETTER OF INTENT  
DISADVANTAGED BUSINESS ENTERPRISE  
PARTICIPATION**

To: H. J. ROSS ASSOCIATES, INC.

Project: Runway 12-30 Pavement Rehabilitation

Contract Number: E10-MDAD-01 Total \$ value (if known) & % of Bidder/Proposal: 36.5%

The undersigned holds SBD Certificate No. 4006 expiring on Feb. 15 20 12. Or provide proof of DBE certification from other certifying members.

The undersigned intends to perform the following work in connection with the above Bid/Proposal (Describe): Engineering Services

Description of Services	\$ value (if known) & % of Bid/Proposal
Engineering Services	2.5%

Total% 2.5%

Signature *Samuel Nifah*

Date 06/30/11

Print Name Samuel N. Nifah, P.E.

Title President

DBE Firm Nifah and Partners Consulting Engineers



Carlos Alvarez, Mayor

Small Business Development  
111 NW 1st Street • 19th Floor  
Miami, Florida 33128-1906  
T 305-375-3111 F 305-375-3160

miamidade.gov

CERT. NO: 4006  
ANNIVERSARY DATE: 02/15/2012

February 15, 2011

Mr. Samuel Nifah  
NIFAH AND PARTNERS CONSULTING ENGINEERS,  
INC.  
8785 SW 165th Ave, Suite 108  
Miami, FL 33193-0000

Dear Mr. Nifah:

The Department of Small Business Development (SBD) has completed the review of your application and the attachments submitted for certification. Your firm is officially certified as a Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Busn Ent (ACDBE) in accordance with the State of Florida Unified Certification Program (UCP) approved by the U.S. Department of Transportation (FDOT) in the categories listed below. This certification affords your company the opportunity to participate in contracts throughout the State of Florida with DBE measures.

Your ACDBE certification requires you to complete a Continuing Eligibility affidavit annually. To ensure timely processing the Continuing Eligibility affidavit is accessible at [http://www.miamidade.gov/sba/library/continuing\\_eligibility\\_package.pdf](http://www.miamidade.gov/sba/library/continuing_eligibility_package.pdf). A hard copy is available upon request and may be sent to you via mail or facsimile. Failure to complete and submit the required affidavit with the required supporting documents on or before your anniversary date may result in the removal of your company from the Florida DBE Unified Certification Program.

If any changes occur within your company during the certified period (such as ownership, address, telephone number, trade category, licensing, technical certification, bonding capacity, or if the business ceases to exist) you are required to notify this department within 30 days in writing. It is of critical importance that the current information regarding your company be maintained. All inquiries or changes related to this certification should be directed to Keva Pace in the Certification Unit.

Should you have questions regarding your firm's certification, Keva Pace will be pleased to assist you.

We look forward to your participation and success in Miami-Dade County's disadvantaged business enterprise programs.

Sincerely,

Penelope Townsley  
Director

CATEGORIES: (Your firm may bid or participate on contracts only under these categories)  
ENGINEERING SERVICES (DBE, ACDBE)  
BUILDING INSPECTION SERVICES (ACDBE)

cc: Keva Pace, Certification Specialist

Delivering Excellence Every Day

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MIAMI-DADE COUNTY

**BizNet Profile: NIFAH AND PARTNERS CONSULTING ENGINEERS INC**

<b>Name:</b> NIFAH AND PARTNERS CONSULTING ENGINEERS INC
<b>Business Description:</b> ENGINEERING CONSTRUCTION MANAGEMENT
<b>Street:</b> 12350 SW 132ND CT SUITE 211
<b>City:</b> MIAMI <b>State:</b> FL <b>Zip:</b> 33186
<b>County:</b> DADE <b>District:</b> DISTRICT SIX
<b>Phone:</b> (305) 969-9195 <b>Fax:</b> (305) 969-9192
<b>E-mail:</b> <a href="mailto:snifah@nifahpartners.com">snifah@nifahpartners.com</a>
<b>Work Location:</b>
<b>County:</b>
<b>District:</b>
<b>Contact:</b> SAMUEL NIFAH
<b>UCP Cert. DBE State Cert.:</b> OBE <b>UCP Certifying Member:</b> MDC
<b>First SC:</b> 941 <b>First NAICS:</b> 54133
<b>2nd SC:</b> <b>3rd SC:</b> <b>4th SC:</b> <b>5th SC:</b> <b>6th SC:</b> <b>7th SC:</b> <b>8th SC:</b> <b>9th SC:</b> <b>10th SC:</b>
<b>2nd NAICS:</b> 22132 <b>3rd NAICS:</b> <b>4th NAICS:</b> <b>5th NAICS:</b> <b>6th NAICS:</b> <b>7th NAICS:</b> <b>8th NAICS:</b> <b>9th NAICS:</b> <b>10th NAICS:</b>
<b>ACDBE:</b> Yes

**NOTE:**  
OBE stands for Other Business Enterprise indicating that the firm is not certified.

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**Florida Department of Transportation 2008.**

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**ETHICS COMMISSIONERS**

**Dawn Addy, CHAIR**  
**Charlton Copeland, VICE CHAIR**  
**Nelson Bellido**  
**Judge Seymour Gelber**  
**Kerry E. Rosenthal**

**ROBERT A. MEYERS**  
EXECUTIVE DIRECTOR

**MICHAEL P. MURAWSKI**  
ADVOCATE

**ARDYTH WALKER**  
STAFF GENERAL COUNSEL

June 23, 2011

Samuel E. Nifah, P.E.  
President and CEO  
Nifah & Partners  
8785 S.W. 165<sup>th</sup> Avenue  
Suite 108  
Miami, FL 33193

**RE: REQUEST FOR ADVISORY OPINION-RQO 11-16**

Dear Mr. Nifah:

The Commission on Ethics and Public Trust considered your request for an advisory opinion at its meeting on June 23, 2011 and rendered its opinion based on the facts stated in your letter.

You requested an opinion regarding whether Nifah & Partners ("Nifah") may bid on a contract to provide architectural and engineering services for a runway rehabilitation project at the airport. The firm was a subconsultant on the project book.

In your request, you advised the Commission that the Aviation Department recently issued a solicitation for a firm to provide design services for rehabilitation and renovation of Runway 12/30 and associated taxiways. The project will include design of pavement, rehabilitation of the runways, upgrading of associated utilities, marking and centerline, edge and holdbar lighting. The scope of services includes estimating, project management, quality control and assistance with bidding and award.

URS currently has an aviation planning contract with the Aviation Department. The scope of services provides that URS will provide planning services including airfield, airspace and terminal planning. The consultant is also responsible for providing studies, planning data and support for programs under the airport's Capital Improvement Program(CIP).

URS developed the project book. The project book contained information regarding the present use and condition of the runway, technical specifications of the runway and detailed specifications regarding the planned improvements. The information was provided to all proposers for use in developing their response to the solicitation for the runway rehabilitation project. In RQO 10-26, the Ethics Commission opined that URS could work on the project book and bid on the design services contract for the runway rehabilitation project.

Nifah served as a subcontractor to URS. Nifah was responsible for field verification of the as-built drawings.

The Ethics Commission found the Conflict of Interest and Code of Ethics ordinance permits Nifah to provide services on the runway rehabilitation contract. The Ethics Commission has consistently held that a firm is not precluded from bidding on a project because the firm performed planning studies or did related work on an earlier phase of the project. In RQO 09-31, the Ethics Commission opined that an architect who had created a master plan and specifications for Vizcaya renovations could serve as a member of a design team for the renovations. In RQO 04-166, the Ethics Commission opined that a firm could provide services under a contract where the firm had prepared the preliminary master plan for the project. In RQO 03-36, the Ethics Commission opined that a conflict is not created by continuation of prior work

as long as the scope of work does not overlap.

In the instant case, Nifah may perform services on the runway rehabilitation project because there is no overlap between the work under the two agreements.

This opinion construes the Miami-Dade Conflict of Interest and Code of Ethics ordinance only and is not applicable to any conflict under state law. Please contact the State of Florida Commission on Ethics if you have any questions regarding possible conflicts under state law.

If you have any questions regarding this opinion, please call the undersigned at (305) 579-2594 or Ardyth Walker, Staff General Counsel at (305) 350-0616.

Sincerely Yours,



ROBERT MEYERS  
Executive Director

cc: Amelia M. Cordova-Jiminez, Office of  
Capital Improvements

AFFIDAVITS

See attached

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

This sworn statement is submitted for:

PROJECT TITLE        **MIA Runway 12-30 Pavement Rehabilitation**

PROJECT NUMBER    **E10-MDAD-01**

COUNTY OF          Miami-Dade  

STATE OF          Florida  

Before me the undersigned authority appeared   Richard A. Waters, PE   (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

  HJ Ross Associates, Inc.  

(Name of Entity)

  201 Alhambra Circle, Suite 900, Coral Gable, Florida 33134  

(Address of Entity)

  6 / 5 - 0 / 1 / 6 / 3 / 3 / 89 /    
Federal Employment Identification Number

hereinafter referred to as the Entity being its

  Vice President-Authorized Representative  

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

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

9/11

AFF-1

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**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.]

9/11

AFF-2

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

  X   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.]

---

**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:

  X   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:**

<b>CONTRACT DATE</b>	<b>DOLLAR AMOUNT OF ORIG.CONTRACT</b>	<b>FINAL AMOUNT OF CONTRACT</b>	<b>PERCENTAGE DIFFERENTIAL</b>
----------------------	---------------------------------------	---------------------------------	--------------------------------

(1)

03/2007	\$ 781,650.00	\$ On-going	N/A %
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Name of Dept. & Summary of Services Performed

Design of Pedestrian Overpass at South Miami and University Metrorail Stations  
E05-MDT-01-PIP

Design of two pedestrian bridges

Litigation Arising out of Contract

N/A

<b>CONTRACT DATE</b>	<b>DOLLAR AMOUNT OF ORIG.CONTRACT</b>	<b>FINAL AMOUNT OF CONTRACT</b>	<b>PERCENTAGE DIFFERENTIAL</b>
----------------------	---------------------------------------	---------------------------------	--------------------------------

(2)

05/2007	\$ 44,830.00	\$ 44,830.00	0 %
---------	--------------	--------------	-----

Name of Dept. & Summary of Services Performed

Product Approval Engineering Services  
EDP-BC-PROD07-02

Litigation Arising out of Contract

N/A

**MIAMI-DADE COUNTY WORK HISTORY DISCLOSURE**

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

<b>CONTRACT DATE</b>	<b>DOLLAR AMOUNT OF ORIG.CONTRACT</b>	<b>FINAL AMOUNT OF CONTRACT</b>	<b>PERCENTAGE DIFFERENTIAL</b>
----------------------	---------------------------------------	---------------------------------	--------------------------------

(1)

09/29/2008	\$ 3,307,949.00	\$ 3,230,529.00	-2.3 %
------------	-----------------	-----------------	--------

Name of Dept. & Summary of Services Performed

Runway 8R-26L Rehabilitation - Miami-Dade Aviation Department

Runway pavement rehabilitation

Litigation Arising out of Contract

N/A

<b>CONTRACT DATE</b>	<b>DOLLAR AMOUNT OF ORIG.CONTRACT</b>	<b>FINAL AMOUNT OF CONTRACT</b>	<b>PERCENTAGE DIFFERENTIAL</b>
----------------------	---------------------------------------	---------------------------------	--------------------------------

(2)

10/21/10	\$ 825,000.00	\$ No task orders issued	N/A %
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Name of Dept. & Summary of Services Performed

Miscellaneous Construction Inspection Services - Office of Capital Improvements

Miscellaneous construction inspection services

Litigation Arising out of Contract

N/A

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? 65 Years

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. E-10-MDAD-01 Federal Employer Identification No. (FEIN): 65-0163389

Contract Title: MIA Runway 12-30 Pavement Rehabilitation

**Affidavits and Legislation/Governing Body**

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

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

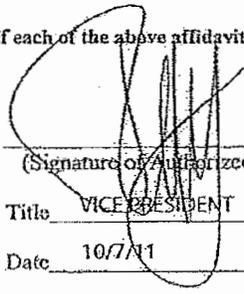
Pursuant to 215.473, F.S., the { HJ Ross Associates } ("Entity") must disclose, if the Entity or any of its officers, directors, or executives are doing certain types of business in or with Sudan and Iran.

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

X 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.

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

  
\_\_\_\_\_  
(Signature of Authorized Representative)  
Title VICE PRESIDENT Richard A. Waters  
Date 10/7/11

STATE OF: FLORIDA

COUNTY OF: MIAMI-DADE

The above affidavits were acknowledged before me this 7 day of October, 2011,

by Richard Waters  
(Authorized Representative)

of HJ Ross Associates  
(Name of Corporation, Partnership, etc.)

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

Linda J. Matsko  
(Signature of Notary)  
LINDA J. MATSKO  
(Print Name)

Notary Stamp or Seal:

Notary Commission Number: EE011455

My Commission Expires: 8-2-2014



LINDA J. MATSKO  
MY COMMISSION #EE011455  
EXPIRES: August 2, 2014  
Bonded Thru Budget Notary Services

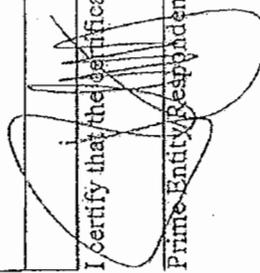
**SUBCONTRACTOR/SUPPLIER LISTING  
PURSUANT TO SECTION 10-34 OF THE CODE**

Firm Name of Prime Entity/Respondent: HJ Ross Associates Project No. E-10-MDAD-01

Project Name: Runway 12-30 Pavement Rehabilitation

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
BND Engineers, Inc.	Basil Williams	Engineering Services	19%	M B
Nova Consulting, Inc.	Maria Molina, PE	Civil Engineering Services	5%	F W
BCC Engineering, Inc.	Jose Muñoz, PE	Civil Engineering Services	5%	M W
CRJ & Associates, Inc.	Marc Fermanian, PE	Civil Engineering Services	2.5%	M W
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  Richard A. Waters, PE Vice President Print Title Date 10/7/11

(Duplicate if additional space is needed)

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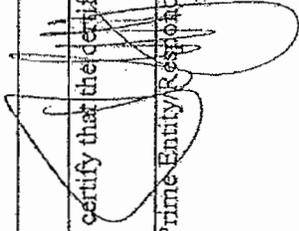
**SUBCONTRACTOR/SUPPLIER LISTING - CONTINUED  
PURSUANT TO SECTION 10-34 OF THE CODE**

Firm Name of Prime Entity/Respondent: HJ Ross Associates Project No. E10-MDAD-01

Project Name: Runway 12-30 Pavement Rehabilitation

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
Rodolfo Ibarra, PE, PA	Rodolfo Ibarra, PE	Civil Engineering Services	2.5%	M W
Nifah and Partners Consulting Eng.	Samuel Nifah, PE	Engineering Services	2.5%	M B
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:  Richard A. Waters, PE Vice President 10/7/11 Date

(Duplicate if additional space is needed)

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

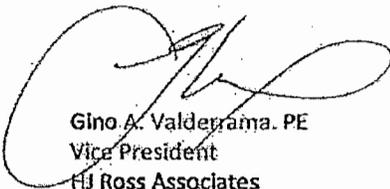
**(Insert Here)**

# H.J. ROSS

October 6, 2011

## SUBCONTRACTING POLICIES STATEMENT

It is the policy of HJ Ross Associates to promote diversity in the subcontracting of consultants for Miami-Dade County Projects and to allow opportunities for subcontracting to as many qualified subcontractors as needed, in accordance with the Section 2.8.8 – Fair Subcontracting Practices of the Miami-Dade County Code of Ordinances.



Gino A. Valderrama, PE  
Vice President  
HJ Ross Associates

**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*

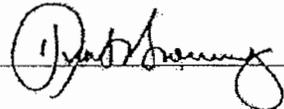
I certify from the records of this office that H.J. ROSS ASSOCIATES, INC. is a corporation organized under the laws of the State of Florida, filed on December 6, 1989, effective December 5, 1989.

The document number of this corporation is L34149.

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 February 15, 2011, and its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the Great Seal of Florida, at Tallahassee, the Capital, this the Sixteenth day of February, 2011*



*Secretary of State*



Authentication ID: 900194232369-021611-L34149

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

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

State of Florida

Board of Professional Engineers



H.J. Ross Associates, Inc.

Is authorized under the provisions of Section 471, Florida Statutes, to offer engineering services to the public through a Professional Engineer, duly licensed under Chapter 471, Florida Statutes.

Certificate of Authorization

EXPIRATION: 2/28/2013  
AUDIT NO: 228201303044

CA. LIC. No:  
407