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

Memorandum

MIAMI-DADE COUNTY

Agenda Item No. 8(F)(9)

Resolution No. R-683-12

Date: September 4, 2012

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

From: Carlos A. Gimenez
Mayor

Subject: Contract Award Recommendation for Construction Inspection Services - Contract No: A11-OCI-01, No. 1 to Atkins North America, Inc.

Recommendation
It is recommended that the Board of County Commissioners (Board) approve the attached Professional Services Agreement (PSA) between Atkins North America, Inc., and Miami-Dade County in an amount not to exceed $560,000. This PSA provides for architectural and engineering construction inspection services for County projects. The initial term of this PSA is for two years, with one, one-year option to renew period.

This recommendation is one of two contract awards resulting from a competitive selection process for architectural and engineering construction inspection services. This contract award is assigned a 30 percent Community Business Enterprise goal, and the second contract award which is also being considered on this agenda (to Architects International, Inc.) has been assigned a 100 percent CBE goal.

Scope
The scope of work includes countywide architectural and engineering construction inspection services for new building construction, building renovations, associated site work such as landscape, parking areas, adjacent street and sidewalks, utilities, water distribution, sanitary sewer and drainage.

Fiscal Impact/Funding Source
The cost of services will be charged to the various County departments requiring construction inspection services. The department requesting services for a specific project will identify the funding source at the time the service order is issued. No service orders will be issued under this PSA unless the user department identifies the appropriate budgeted funding source.

Track Record/Monitor
This contract will be monitored by Luisa Millan, Division Director for Design and Construction Services in the Internal Services Department (ISD). A review of the Capital Improvements Information System database reveals fifteen performance evaluations for Atkins North America, Inc. with an average rating of 3.9 out of a possible 4.0 points.

Delegated Authority
The County Mayor or County Mayor's designee has the authority to execute, implement and exercise the one-year option to renew period for this contract.

Background
On October 27, 2011, a Request to Advertise for this project was filed with the Clerk of the Board. On November 18, 2011, the Clerk of the Board received 13 proposals in response to this solicitation. Atkins North America, Inc. was chosen as the top-rated firm and assigned a 30 percent Community Business Enterprise goal for this contract. Attachment 1 contains detailed information on the technical certification requirements, results of the competitive process, and other information regarding this PSA.

The selected consultants' responsibilities include architectural and engineering construction administration services, which include overseeing, coordinating and inspecting the work of design

consultants, surveyors and construction contractors. Responsibilities may also include contract monitoring and record keeping, approving and recommending requisitions for compensation, review of change orders, estimations, claims, scheduling, shop drawings and remedial designs. The consultant may also be responsible for responding to Requests for Information and assuring compliance with all federal, state, and local regulations, on behalf of Miami-Dade County. In addition, the Senior Architect from Atkins North America, Inc. will be responsible for supervision of team services and approving their work product as well as signing and/or sealing related work documents.

This PSA may be utilized for construction inspection activities by various County departments for a number of capital projects during the construction phase. However, ISD and the Department of Parks, Recreation and Open Spaces (PROS) are capable of performing construction inspection services with in-house staff. As a result, ISD and PROS will be afforded the right of first refusal prior to issuance of each work order. If neither ISD nor PROS is able to provide subject services, then the selected consultant may be issued a work order accordingly.

Edward Marquez
Deputy Mayor

ATTACHMENT 1

PROJECT NAME:	Construction Inspection Services
PROJECT NO:	A11-OCI-01
CONTRACT NO:	A11-OCI-01, 1
PROJECT DESCRIPTION:	The scope of work includes architectural and engineering construction inspection services for new building construction, building renovations, associated site work such as landscape, parking areas, adjacent street and sidewalks, utilities, water distribution, sanitary sewer and drainage. The selected consultants' responsibilities include all of the required architectural and engineering construction administration services, including overseeing, coordinating and inspecting the work of design consultants, surveyors and construction contractors. Responsibilities may also include contract monitoring and record keeping, approving and recommending requisitions for compensation, review of change orders, estimations, claims, scheduling, shop drawings and remedial designs. Note that the selected consultants may also be responsible for responding to Requests for Information (RFI) and assuring compliance with all federal, state, and local regulations, on behalf of Miami-Dade County. In addition, the Senior Architect under the selected consultants will be responsible for supervision of the team services and approving their work product as well as signing and/or sealing related work documents.
PROJECT LOCATION:	Various
PRIMARY COMMISSION DISTRICT:	Various Districts
COMMISSION DISTRICTS IMPACTED:	Countywide
APPROVAL PATH:	Board of County Commissioners
ISD A&E PROJECT NUMBER:	A11-OCI-01
USING DEPARTMENT:	Multiple
MANAGING DEPARTMENT:	Internal Services Department

FISCAL IMPACT / FUNDING SOURCE

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

OPERATIONS COST IMPACT/FUNDING:	N/A
MAINTENANCE COST:	N/A
LIFE EXPECTANCY OF ASSET:	N/A
PTP FUNDING:	No
GOB FUNDING:	No
ARRA FUNDING:	No

PROJECT TECHNICAL CERTIFICATION REQUIREMENTS:

TYPE	CODE	DESCRIPTION
Prime	14.00	ARCHITECTURE
Prime	18.00	ARCHITECTURAL CONSTRUCTION MANAGEMENT
Other	11.00	GENERAL STRUCTURAL ENGINEERING
Other	12.00	GENERAL MECHANICAL ENGINEERING
Other	13.00	GENERAL ELECTRICAL ENGINEERING
Other	16.00	GENERAL CIVIL ENGINEERING
Other	17.00	ENGINEERING CONSTRUCTION MANAGEMENT
Other	20.00	LANDSCAPE ARCHITECTURE

SUSTAINABLE BUILDINGS ORDINANCE: (I.O NO. 8-8)	Did the Notice to Professional Consultants contain Specific Language requiring compliance with the Sustainable Buildings Program? No
NTPC'S DOWNLOADED:	139
PROPOSALS RECEIVED:	13
CONTRACT PERIOD:	1,095 days. The original term is for two (2) years (730 days) per PSA. The County Mayor or County Mayor's designee has the authority to extend the PSA duration, with no increase in the PSA amount, for a one (1) year period (365 days).
CONTINGENCY PERIOD:	73 days. The cumulative total of all Contingency Allowance time extensions shall not exceed ten percent (10%) of the original PSA duration rounded off to the next whole number.
IG FEE INCLUDED IN BASE CONTRACT:	Yes
ART IN PUBLIC PLACES:	No
BASE ESTIMATE:	$1,000,000 This figure includes two (2) non-exclusive PSAs at five hundred thousand dollars ($500,000.00) each. The selected consultants

are not entitled to any minimum amount of services or fees under said PSAs. The other PSA is an accompanying item on this agenda.

BASE CONTRACT AMOUNT:	$500,000			
OPTION TO EXTEND:	**AMOUNT:**	**DAYS:**	**EXTENSION COMMENT:**	
	$0.00	365	The County Mayor or County Mayor's designee has the authority to extend the PSA duration for a one (1) year period.	
CONTINGENCY ALLOWANCE (SECTION 2-8.1 MIAMI DADE COUNTY CODE):	**TYPE**	**PERCENT**	**AMOUNT**	**COMMENT**
	PSA	10%	$50,000	This is inclusive of a 10% contingency for each of the two (2) PSAs.
TOTAL DEDICATED ALLOWANCE:	$10,000	For reimbursable expenses as denoted in the PSA.		
TOTAL AMOUNT:	$560,000			

TRACK RECORD/MONITOR

SBD HISTORY OF VIOLATIONS: None

EXPLANATION: On October 27, 2011, the original Request to Advertise (RTA) for this project was filed with the Clerk of the Board (COB). Revision No.1 to said document was also filed with the COB on the same date, modifying departmental references to denote new department names resulting from the County's recent re-organization. As a result, a Notice to Professional Consultants (NTPC) was e-solicited on October 28, 2011. Subsequent to the aforementioned date two addenda were issued on November 8 and November 9, 2011.

On November 18, 2011, the COB received 13 proposals in response to this solicitation. A First-Tier meeting was held, on December 19, 2011, at which time the Competitive Selection Committee (CSC) motioned to short-list the top three respondents for the 30% CBE goal PSA. First-Tier Ranking, for said short-listed firms, was as follows:

Prime Firm Name	Total Points	Total Ordinal Score	Ordinal Rank
Atkins North America, Inc.	439	6	1
URS Corporation Southern	434	7	2
Alleguez, Architecture, Inc.	424	9	3

At the conclusion of First-Tier the CSC motioned to move forward to Second-Tier with all three short-listed firms, contingent on the CBE Compliance Review performed by the Regulatory and Economic Resources Department (RER). On December 22, 2011, RER released its CBE Compliance Review deeming all three short-listed respondents in compliance with the CBE Provisions.

A Second-Tier meeting was held on January 23, 2012 and the following ranking applied:

Prime Firm Name	Total Points	Total Ordinal Score	Ordinal Rank
Atkins North America, Inc.	457	7	1
Alleguez Architecture, Inc.	456	9	2
URS Corporation Southern	423	14	3

Given the results above, the CSC motioned to recommend the top respondent for negotiations of the 30% CBE goal PSA. Subject negotiation session commenced and successfully concluded on February 14, 2012.

A review of the Capital Improvements Information System (CIIS) database reveals 15 performance evaluations for Atkins North America, Inc. with an average rating of 3.9 out of a possible 4.0 points.

SUBMITTAL DATE: 11/18/2011

ESTIMATED NOTICE TO PROCEED: 8/20/2012

PRIME CONSULTANT: Atkins North America, Inc.

COMPANY PRINCIPAL: David Carter, CCM, Senior Vice President

COMPANY QUALIFIERS: Jeffrey Warmington, AIA, LEED AP, Laurence Levis, AIA, David Carter, CCM, Glenn Myers, PE, William Pitcher, PE, Allan Berry, PE, Thomas Farmer, PE, Pelayo Calante, PE, LEED AP, Pedro Trevin, PE, Victor Herrera, PE, Kathy Leo, PE, and John Wilt, PE, Mofa Hassoun, PE, Harry Belton, RLA

COMPANY EMAIL ADDRESS: david.carter@atkinsglobal.com
mofa.hassoun@atkinsglobal.com

COMPANY STREET ADDRESS: 2001 N.W. 107th Avenue

COMPANY CITY-STATE-ZIP: Miami, Florida 33172

YEARS IN BUSINESS: 52

PREVIOUS EXPERIENCE WITH COUNTY IN THE LAST FIVE YEARS: Pursuant to the Firm History Report provided by the Regulatory and Economic Resources Department, Atkins North America, Inc. has been awarded 12 contracts with the County within the last five (5) years for a total value of $4,964, 522.

SUBCONSULTANTS: CES Consultants, Inc.

DUE DILIGENCE: Due diligence was conducted in accordance with the Internal Services Department's Procurement Guidelines to determine Consultant responsibility,

Department's Procurement Guidelines to determine Consultant responsibility, including verifying corporate status and that there are no performance or compliance issues. The lists that were referenced include: convicted vendors, debarred vendors, delinquent contractors, suspended vendors, and federal excluded parties. There were no adverse findings relating to Consultant responsibility. This information is being provided pursuant to Resolution R-187-12.

MINIMUM QUALIFICATIONS EXCEED LEGAL REQUIREMENTS: Yes, for experience and qualification details please refer to the NTPC and subsequent addenda.

REVIEW COMMITTEE: **MEETING DATE:** 8/17/2011 **SIGNOFF DATE:** 8/23/2011

RESPONSIBLE WAGES: No

REVIEW COMMITTEE ASSIGNED CONTRACT MEASURES:

TYPE	GOAL	ESTIMATED VALUE	COMMENT
CSBE	0.00%	$0.00	N/A
CBE	30.00%	$150,000	One (1) PSA under this solicitation has been assigned a 30% CBE goal, and the other a First-Tier Set-Aside CBE Measure. The PSA recommended for award under this Contract Award Recommendation is assigned to the 30% CBE goal.
DBE	0.00%	$0.00	N/A
CWP	0.00%	0	N/A

MANDATORY CLEARING HOUSE: No

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

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

BACKGROUND: This PSA may be utilized for construction inspection activities by various County departments for a number of capital projects during the construction phase. The Internal Services Department and the Department of Parks, Recreation and Open Spaces (PROS) are capable of performing construction inspection services with in-house staff. As a result, ISD and PROS will be afforded the right of first refusal prior to issuance of each work order. If neither ISD, nor PROS are unable to provide subject services, then the selected consultant may be issued a work order accordingly.

INTERNAL SERVICES DEPARTMENT

ISD DIRECTOR — DATE 6/11/12

BUDGET APPROVAL FUNDS AVAILABLE:

OMB DIRECTOR — DATE 6/12/12

APPROVED AS TO LEGAL SUFFICIENCY:

COUNTY ATTORNEY — DATE

COUNTY MAYOR — DATE

CLERK DATE:

DATE

BCC DATE:

DATE

MEMORANDUM
(Revised)

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

DATE: September 4, 2012

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

SUBJECT: Agenda Item No. 8(F)(9)

Resolution No. R-683-12

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(F)(9)
9-4-12

RESOLUTION NO. R-683-12

RESOLUTION APPROVING THE AWARD OF A PROFESSIONAL SERVICES AGREEMENT (PSA), IN AN AMOUNT NOT TO EXCEED $560,000.00, TO ATKINS NORTH AMERICA, INC. FOR CONSTRUCTION INSPECTION SERVICES, PROJECT NO. A11-OCI-01; CONTRACT NO. A11-OCI-01; AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE THE AGREEMENT ON BEHALF OF MIAMI-DADE COUNTY AND TO EXERCISE THE OPTION TO EXTEND PSA DURATION FOR A ONE YEAR PERIOD

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

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

Section 1. Approves the award of a Professional Services Agreement (PSA) to Atkins North America, Inc., in an amount not to exceed five hundred and sixty thousand dollars ($560,000.00), for Construction Inspection Services, Project No. A11-OCI-01; Contract No. A11-OCI-01, in substantially the form attached hereto and made part hereof.

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

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

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

The Chairperson thereupon declared the resolution duly passed and adopted this 6 day of September, 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

By: **Christopher Agrippa**
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Oren Rosenthal

PROJECT TITLE: CONSTRUCTION INSPECTION SERVICES
USER DEPARTMENT PROJECT NO.:A11-OCI-01
ISD PROJECT NO.:A11-OCI-01, 1
NON-EXCLUSIVE PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT

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

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

and the Consultant: **Name:** Atkins North America, Inc.
Address: 2001 NW 107 Avenue, Miami, FL 33172
Phone Number: 305-514-3272
Fax Number: 305-594-8616

The term Architect/Engineer, hereinafter called the "Consultant", shall include its officials, successors, legal representatives, and assigns.

for Project: A11-OCI-01

The scope of work includes architectural and engineering construction inspection services for new building construction, building renovations, associated site work such as landscape, parking areas, adjacent street and sidewalks, utilities, water distribution, sanitary sewer and drainage. The selected consultants' responsibilities include all of the required architectural and engineering construction administration services, including overseeing, coordinating and inspecting the work of design consultants, surveyors and construction contractors. Responsibilities may also include contract monitoring and record keeping, approving and recommending requisitions for compensation, review of change orders, estimations, claims, scheduling, shop drawings and remedial designs. Note that the selected consultants may also be responsible for responding to Requests for Information (RFI) and assuring compliance with all federal, state, and local regulations, on behalf of Miami-Dade County. In addition, the Senior Architect under the selected consultants, will be responsible for supervision of the team services and approving their work product as well as signing and/or sealing related work documents.

In addition, the following experience and qualification(s) must be met by the team:

(1) The prime firm must have experience performing construction inspection services (CIS). The prime shall provide a minimum of three (3) projects (new building, renovation and/or infrastructure projects). Each project to have a minimum construction cost of $1,000,000 completed or active, within the last five (5) years from the advertised date of this solicitation. The below expertise must be met by a qualified individual(s) of the prime's firm. The experience must be demonstrated by direct or substantial involvement of the individual(s).

(2) The A&E sub-consultant firms must have experience performing CIS. Each A&E sub-consultant on the team shall provide a minimum of three (3) projects (new building, renovation and/or infrastructure projects). Each project to have a minimum construction cost of $1,000,000 completed or active, within the last five (5) years from the advertised date of this solicitation. The below expertise must be met by a qualified individual(s) of the A&E sub-consultant's firm. The experience must be demonstrated by direct or substantial involvement of the individual(s).

(3) The prime firm must identify the following individuals on their team:

1. Senior Architect:
   (*) Must be a State of Florida licensed Architect
   (*) Must have a minimum of six years construction inspection experience

2. Senior Landscape Architect:
   (*) Must be a State of Florida licensed Landscape Architect
   (*) Must have a minimum of six years landscape inspection services experience

3. Project Manager:
   (*) Must have a Bachelor's Degree in Architecture
   (*) Must have a minimum of two years construction management experience

4. Senior Engineer:
   (*) Must be a State of Florida licensed engineer
   (*) Must have a minimum of six years construction inspection experience

In addition, the prime firm may be required to supply at least one of the following qualified classifications, on a continuous basis, and within a

seven (7) day period from demand for the task of the respective group submitted under. See below:

5a. Threshold Inspector:
- (*) Must be a State of Florida certified Threshold Inspector
- (*) Must have a State of Florida Professional Engineering license
- (*) Must have a Bachelor's Degree in Engineering

5b. Inspectors:
- (*) Must have a High School Diploma or General Equivalency Diploma (GED)
- (*) Must have a minimum of three (3) years experience in the inspection of new buildings, building renovations, or related structures
- (*) Must have completed course work in one of the following: Architecture, Architectural Engineering, Civil Engineering, Engineering Technology, Construction Management, or related field
- (*) Course work completion may be substituted for required experience on a month-to-month basis for a maximum of one (1) year

Other personnel as required, to be determined by ISD, based upon need by Miami-Dade County Departments.

Two (2) consultant agreements will be awarded for this solicitation. Assignment selections will be contingent on right of first refusal by in-house staff from ISD and the Parks, Recreation and Open Spaces Department (PROS). If it is determined that the required expertise is not available in-house, the requesting department will determine the highest qualified firm to perform the specific services after reviewing the Letter of Interest and key personnel resumes from both consultants. The department will negotiate with the highest qualified firm. If negotiations fail, the department will then negotiate with the next qualified firm.

The Owner and the Consultant agree as set forth herein:

NON-EXCLUSIVE PROFESSIONAL SERVICES AGREEMENT

TABLE OF CONTENTS

ARTILCE NO.	SUBJECT	PAGE NO.
ARTICLE 1	DEFINITIONS	7
ARTICLE 2	INFORMATION TO BE FURNISHED BY THE OWNER	13
ARTICLE 3	GENERAL PROVISIONS	14
3.1	Errors and Omissions	14
3.2	Delays	15
3.3	Indemnification and Insurance	15
3.4	Successors and Assigns	16
3.5	Provisions of Items Necessary to Complete Services	17
3.6	Sub-Consultants	17
3.7	Prompt Payment	17
3.8	Term of Agreement	18
3.9	Termination of Agreement	19
3.10	Intent of Agreement	21
3.11	Annulment	22
3.12	Sanction for Contractual Violations	22
3.13	Accounting Records of Consultant	22
3.14	Inspector General (IG) and Independent Private Sector General (IPSIG)	23
3.15	Ownership of Documents and Copyrights	25
3.16	Correction to Contract Documents	26
3.17	Laws and Regulations	26
3.18	Owner Representative	27
3.19	Entirety of Agreement	27
3.20	Warranty	27
3.21	Non-Exclusivity	27
3.22	Continued Engagement of Critical Personnel	28
3.23	Consultant Responsibility	28
3.24	Consultant Performance Evaluation	29
3.25	Ethics Language	29
3.26	Utilization Report	29
3.27	Financial Disclosure	30
ARTICLE 4	SERVICES TO BE PERFORMED	31
4.1	Assignment of Work by Owner	31
4.2	Services	33
4.3	Meetings and Reports	35
4.4	Other Services	36

ARTICLE 5		ADDITIONAL SERVICES/WORK SITE SERVICES	37
	5.1	Authorization	37
	5.2	Additional Services	37
	5.3	Work Site Services	37
ARTICLE 6		SUB-CONSULTANTS	39
	6.1	Sub-Consultants' Relations	39
ARTICLE 7		BASIS OF COMPENSATION	40
	7.1	Basic Services Fees	41
	7.2	Invoices and Methods of Payments	41
	7.3	Payment for Abandoned, Terminated or Suspended Services	42
	7.4	Payment for Reimbursable Expenses	42
	7.5	Consequences for Non-Performance	42
	7.6	Contingency Allowance Accounts	42
ARTICLE 8		REIMBURSABLE EXPENSES	44
	8.1	Services Necessary for the Accomplishment of Services	44
	8.2	Printing and Reproduction	44
	8.3	Travel Expenses	44
	8.4	Cellular Phones, Digital Cameras, and Mileage	44
	8.5	Rental of Specialized Equipment	44
	8.6	Items Not Listed	44
ARTICLE 9		SCHEDULE OF PAYMENT FOR BASIC SERVICES	45
	9.1	Payment for Basic Services	45
	9.2	Payment for Additional and Work Site Services	45
	9.3	Payment for Reimbursable Services	45
	9.4	Payment to Sub-Consultants	45
	9.5	Consequences for Non-Performance	46
	9.6	Payment for Abandoned, Terminated and Suspended Services	46
	9.7	Maximum Payable for Additional Services, Work Site Services and Reimbursable Expenses	46
	9.8	Total Authorized Amount for this Agreement	47
ARTICLE 10		SPECIAL PROVISIONS	48
	10.1	Art in Public Places	48
	10.2	Contract Measures	49
	10.3	Baby Diaper Changing Accommodation	49
	10.4	Sustainable Building Program	49
	10.5	Energy Efficient Building Tax Credit	50
SIGNATURES			51

APPENDIX 1	PRINCIPALS OF THE CONSULTANT	52
APPENDIX 2	CITIICAL PEROSNNEL	53
APPENDIX 3	ISD FORM NO. 7 – SUBCONTRACTING/SUPPLIER LISTING	54
APPENDIX 4	ISD FORM NO. 9 - FAIR SUBCONTRACTING POLICIES	55
AFFIDAVITS		56

WITNESSETH

ARTICLE 1

DEFINITIONS

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

1.2 AGREEMENT: Synonymous with contract, professional services agreement; a formal document between the Owner and the Consultant which sets out the terms and conditions agreed to between the parties for the professional services to be provided to the other party.

1.3 AMENDMENT: A written modification to this Agreement executed between the Consultant and the Owner covering changes, additions, or reductions in the terms of this Agreement.

1.4 ARCHITECT/ENGINEER (A/E): The named entity on page 1 of this Agreement, hereinafter called the "Consultant" shall include its officials, successors, legal representatives, and assigns, who has entered into a contract with the Owner to provide basic and additional professional services under Articles 4 and 5 of this Agreement. He/she shall act as the Owner's representative for the duration of the project, inclusive of the Warranty Phase.

1.5 ART IN PUBLIC PLACES: A Miami-Dade County program established through Ordinance 94-12 providing 1.5% of each County project's capital cost to fund a public art component within the Project.

1.6 AUTHORIZATION TO PROCEED: A written communication issued by the Owner to the Consultant directing him/her to proceed and establishing the date of commencement and termination of the designated task.

1.7 BASIC SERVICES: Those services which the Consultant shall perform in accordance with the terms of the Agreement as directed and authorized by a Service Order(s) as set forth in Article 4 of this agreement.

1.8 BASIC SERVICES FEE: The compensation to the Consultant for the Basic Services performed under this Agreement.

1.9 BOARD OF COUNTY COMMISSIONERS: Miami-Dade Board of County Commissioners.

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

1.11 COMMUNITY BUSINESS ENTERPRISE (CBE-A/E): A Miami-Dade County program designed to provide contracting opportunities to small and medium size architectural and engineering firms.

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

1.13 CONTINGENCY ALLOWANCE ACCOUNT(S): An account contained within the Agreement which establishes a specific dollar amount or additional time to be used to perform work, as directed by the Owner, for unknown, unanticipated work which is necessary to complete the project. Any money or additional time not directed to be used by the Consultant, within a Contingency Allowance account remains with the Owner.

1.14 CONSTRUCTION CONTRACT DOCUMENTS: The Construction 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, Technical Specifications, and Plans together with all Addenda, and subsequent Change Orders, and Work Orders. These documents shall include legal agreement between the Owner and the Construction Contractor for performance of Work.

1.15 CONTRACTOR: The individual, firm, partnership, or corporation, or combination thereof, private, municipal, or public, including joint ventures, which, as an independent Contractor, has entered into a Construction Contract with Owner for performance of Construction Work covered in the Construction Contract Documents.

1.16 CONSTRUCTION ADMINISTRATION SERVICES: Those portions of the Services comprising Phase 5 of the Basic Services that the Consultant shall perform in accordance with the terms of this Agreement when directed by the Owner and authorized by a Service Order.

1.17 DEDICATED ALLOWANCE ACCOUNT(S): An account(s) in which stated dollar amount(s) are included in the contract for the purpose of funding specific items of work. Any money not directed to be used by the Owner, within a Dedicated Allowance account remains with the Owner.

1.18 DEFECT(S): Refers to any part of the Work that does not follow the Construction Contract Documents, does not meet the requirements of a reference standard, test or inspection specified in the Construction 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 DEPARTMENT (Internal Services Department / "ISD"): A department of Miami-Dade County government, sometimes referred to as Owner, represented by and acting through the Director or his Designee(s).

1.20 DESIGN DEVELOPMENT: That portion of the Services comprising Phase 2 of the Basic Services which the Consultant shall perform in accordance with the terms of this Agreement when directed and authorized by Service Order.

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

1.22 DIRECTOR: The Director of the (Internal Services Department / "ISD") Department or authorized representative(s) designated in writing with respect to a specific matter(s) concerning the Services.

1.23 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.

1.24 FIXED LUMP SUM: A basis for compensation of the Consultant for Services to be performed specifically described for an agreed fixed dollar amount of compensation.

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

1.26 OWNER: Synonymous with County and refers to Miami-Dade County acting through the Department. The term Owner as used in this Agreement shall exclude the regulatory departments of Permitting, Environment and Regulatory Affairs (PERA); Public Works and Waste Management (PWWM); the Miami-Dade Fire Rescue Department (MDFRD); and the Water and Sewer Department (WASD) or their successors.

1.27 PHASE: The portion of the Basic Services that may be accomplished by the Consultant for each of the Project's elements or a portion or combination thereof as described in the article "Basic Services". (Phase schedule below provided as a guide, may be modified according to specific project requirements)

Phase 1A - Program Verification

Phase 1B	-	Schematic Design
Phase 2	-	Design Development
Phase 3A	-	30% Construction Contract Documents
Phase 3B	-	75% Construction Contract Documents
Phase 3C	-	100% Construction Contract Documents
Phase 3D	-	Construction Bid Documents
Phase 4	-	Construction Bidding & Award of Construction Contract
Phase 5	-	Construction Administration Services
Phase 6	-	Warranty Phase Services

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

1.29 PROBABLE CONSTRUCTION COST: The latest approved written estimate of Construction Cost in Master Format as 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.

1.30 PROGRAM: The initial description of a Project that may comprise of line drawings, narrative, cost estimates, Project Budget, etc., provided by the Owner or prepared by the Consultant at the request of the Owner.

1.31 PROJECT: Project Elements and components of the Project Elements and Services set forth in this Agreement.

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

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

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

1.35 PROJECT SCHEDULE: The project schedule provides timeframes for the completion of tasks through the lifespan of the project. It allows applicable resources to be identified, an anticipated timeframe to be established and provides the basis for budgeting individual tasks and the project as a whole. During project or task execution, the schedule identifies elements that are ahead, behind and on-schedule and allows appropriate adjustments to be made.

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

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

1.38 REIMBURSABLE EXPENSES: Those expenses delineated in the article "Reimbursable Expenses" of this Agreement which are separately pre-approved by the Owner that are incurred by the Consultant in the fulfillment of this Agreement and which are to be compensated to the Consultant in addition to the Basic Services Fee.

1.39 REVIEW SET: A partial or complete set of Construction Contract Documents, provided by the Consultant in accordance with the PSA and/or Service Order, at the specified percentage of completion of a Phase of the Basic Services as provided for in this Agreement, on which the Owner may provide written review comments and acceptance of Services. Any review will be general in nature and shall not constitute a detailed checking of the Consultant's work nor relieve the Consultant of the responsibility for the completeness and accuracy of its Services.

1.40 SCHEMATIC DESIGN: That portion of the Services comprising Phase 1B of the Basic Services which the Consultant shall perform in accordance with the terms of this Agreement.

1.41 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 or his/her designee and by the Consultant, directing the Consultant to perform or modify the performance of any portion of the Services and containing the scope, time of completion, total compensation for the services authorized, or to stop the performance of such Services.

1.42 SERVICES: All services, work and actions by the Consultant performed pursuant to or undertaken under this Agreement.

1.43 SOFT COSTS: Costs related to a Project other than Construction Cost including Consultant Basic Services, Additional Services, Work Site Services, survey, testing, general consultant, finance, permitting fees, etc.

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

1.45 SUBSTANTIAL COMPLETION: The stage in the progress of the Construction Work when the Construction Work or a designated portion thereof is sufficiently complete in accordance with the Construction Contract Documents so the Owner can occupy or utilize the Project for its intended use and shall occur when the Consultant issues a certificate of Substantial Completion. At this stage, all Punch List work should be able to be completed by the Contractor in less than sixty (60) calendar days, unless otherwise specified in the Construction Contract Documents. 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 or a Final Certificate of Use or a Temporary Certificate of Use from the Building Official of jurisdiction.

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

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

1.48 CONSTRUCTION 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 Construction Contract Documents, and representing the basis upon which the total consideration is paid or payable to the Contractor for the performance of such duties and obligations.

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

1.50 WORK-SITE SERVICES: Those optional portions of the Services, beyond the requirements of Work Related Basic Services, as defined in this Agreement, involving the providing of on-site resident services, that the Field Representative shall perform in accordance with the terms of this Agreement if directed and authorized by the Owner through a Service Order(s), in accordance with Section 5.00, Article 5.3.

END OF ARTICLE

ARTICLE 2

INFORMATION TO BE FURNISHED BY THE OWNER

2.1 OBLIGATION OF THE OWNER:

The Owner will furnish the Consultant with the following information, or may authorize the Consultant to acquire the information as a Reimbursable and/or Additional Service as applicable.

1. Surveys as applicable, soil borings or test pits, chemical, mechanical, structural, or other tests deemed necessary; requested or recommended by the Consultant.

2. Information regarding the project budget, County's procedures, guidelines, forms, formats and assistance as applicable.

2.2 OBLIGATION OF THE CONSULTANT:

The Consultant understands that it is obligated to verify to the extent it deems necessary all information furnished by the Owner and that it is solely responsible for the accuracy and applicability of all such information used by said Consultant. Such verification shall include visual examination of existing conditions in all locations encompassed by the Project where such examination can be made without using destructive measures, e.g., excavation or demolition. Survey information shall be spot checked to the extent the Consultant has satisfied itself as to the reliability of the information.

END OF ARTICLE

ARTICLE 3

GENERAL PROVISIONS

3.1 ERRORS AND OMISSIONS:

The Consultant to the extent of its failure to perform in accordance with the standard of care set forth in this Agreement, is responsible for the professional quality, technical accuracy, completeness, performance and coordination of all work required under the Agreement (including the work performed by Sub-consultants), within the specified time period and specified cost. The Consultant shall perform the work utilizing the skill, knowledge and judgment ordinarily possessed and used by a proficient consulting Consultant with respect to the disciplines required for the performance of the work in the State of Florida. The Consultant is responsible for, and represents that the work conforms to the Owner's requirements as set forth in the Agreement. The Consultant shall be and remain liable to the Owner for all damages to the Owner caused by the Consultant's negligent acts or errors or omissions in the performance of the work. In addition to all other rights and remedies, which the Owner may have, the Consultant shall, at its expense, re-perform the services to correct any deficiencies, which result from the Consultant's failure to perform in accordance with the above standards at no additional cost to the Owner. The Owner shall notify the Consultant in writing of any deficiencies and shall approve the method and timing of the corrections. Neither the Owner's inspection, review, approval or acceptance of, nor payment for, any of the work required under the Agreement shall be construed to relieve the Consultant or any Sub-consultant of its obligations and responsibilities under the Agreement, nor constitute a waiver of any of the Owner's rights under the Agreement or of any cause of action arising out of the performance of the Agreement. The Consultant and its Sub-consultants shall be and remain liable to the Owner in accordance with applicable law for all damages to the Owner caused by any failure of the Consultant or its Sub-consultants to comply with the terms and conditions of the Agreement or by the Consultant's or Sub- consultants' misconduct, unlawful acts, negligent acts, errors or omissions in the performance of the Agreement. With respect to the performance of work by Sub- consultants, the Consultant shall, in approving and accepting such work, ensure the professional quality, completeness, and coordination of Sub-consultant's work. The Consultant, to the extent of its failure to perform in accordance with the standard of care set forth in this Agreement, shall be responsible for deficient, defective services and any costs associated with the resulting deficient, defective construction services re-performed within twelve (12) months following final acceptance and shall be subject to further re-performance, repair and replacement for twelve (12) months.

Should the Consultant disagree that all or part of such damages are the result of errors, omissions, or any combination thereof, the Consultant may appeal this determination in writing to the Department's Director. The Department Director's decision on all claims, questions and disputes shall be final, conclusive and binding upon the parties hereto

unless such determination is clearly arbitrary or unreasonable. In the event that the Consultant does not agree with the decision of the Department's Director, the Consultant shall present any such objections in writing to the County Mayor. The Department and the Consultant shall abide by the decision of the County Mayor. The Consultant shall continue to perform under the Agreement and follow the Director's direction during the time a dispute is being resolved. This paragraph does not constitute a waiver of any party's right to proceed in a court of competent jurisdiction, after the above administrative remedies have been exhausted.

3.2 DELAYS:

Any delays attributed to the Consultant's performance such as but not limited to, the Consultant's failure to timely complete deliverables, failure by the Consultant to respond and or resolve a requests for information, which result in additional costs to the Owner, the Owner reserves the right to recover such costs from the Consultant and shall be calculated as the total cost of any damages or incremental costs to the Owner resulting out of the delay.

3.2.1 The Consultant shall participate in all negotiations with the Contractor related to this section. Such Consultant participation shall be at no additional cost to the Owner.

3.3 INDEMNIFICATION AND INSURANCE:

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

The Consultant shall furnish to the Miami-Dade County, (Enter your address), Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

A. Workmen's Compensation Insurance for all employees of the Consultant as required by Florida Statute 440.

B. Commercial General Liability Insurance in an amount not less than $500,000 combined single limit per occurrence for bodily injury and property damage. **Miami-Dade County must be shown as an additional insured with respect to this coverage.**

C. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than *$500,000 combined single limit per occurrence for bodily injury and property damage.

***Under no circumstances are Contractors/Consultants permitted on the Aviation Department, Aircraft Operating Airside (A.O.A) at Miami International Airport without increasing automobile coverage to $5 million. Only vehicles owned or leased by a company will be authorized. Vehicles owned by individuals will not be authorized. $1 million limit applies at all other airports.**

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

All insurance policies required above 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 "B" as to management, and no less than "Class V" as to financial strength, by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County Risk Management Division.

or

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

NOTE: MIAMI-DADE COUNTY PROJECT NUMBER AND TITLE OF PROJECT MUST APPEAR ON EACH CERTIFICATE.

CERTIFICATE HOLDER MUST READ: MIAMI-DADE COUNTY
111 NW 1ST STREET
SUITE 2340
MIAMI, FL 33128

3.4 SUCCESSORS AND ASSIGNS:

The Consultant and the Owner each binds himself/herself, his/her partners, successors, legal representatives and assigns to the other party of the Agreement and to the partners,

successors, legal representatives, and assigns of such party in respect to all covenants of this Agreement. The Consultant shall afford the Owner the opportunity to approve or reject all proposed assignees, successors or other changes in the ownership structure and composition of the Consultant. Failure to do so constitutes a breach of this Agreement by the Consultant. Furthermore, the Consultant warrants that; 1) it has not employed any company or person other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement; and 2) that it has not paid, nor agreed to pay any person, company, corporation, joint venture, individual, or firm, other than a bona fide employee working solely for the Consultant any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the Owner has the right to annul this Agreement without liability to the Consultant for any reason whatsoever.

3.5 PROVISION OF ITEMS NECESSARY TO COMPLETE SERVICES:

In the performance of the Services prescribed herein, it shall be the responsibility of the Consultant to provide all salaries, wages, materials, equipment, Sub-consultants and other purchased services, etc., necessary to complete said Services.

3.6 SUB-CONSULTANTS:

All services provided by the Sub-consultants and reduced to writing shall be pursuant to appropriate agreements between the Consultant and the Sub-consultants, which shall contain provisions that preserve and protect the rights of the Owner under this Agreement. Nothing contained in this Agreement shall create any contractual relationship between the Owner and the Sub-consultants.

The Consultant shall not change any Sub-consultant without prior approval by the Owner in response to a written request from the Consultant stating the reasons for any proposed substitution. Any approval of a Sub-consultant by the Owner shall not in any way shift the responsibility for the quality and acceptability by the Owner of the services performed by the Sub-consultant from the Consultant to the Owner. The Consultant shall cause the names of Sub-consultants responsible for significant portions of the Services to be inserted on the Plans and Specifications, subject to the approval of the Owner.

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

3.7 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.

3.8 TERM OF AGREEMENT:

The term of this Agreement shall be for two (2) years (730 days) and one year (365 days) option to extend, with no minimum guarantee. The effective term shall begin upon execution by the parties and shall be in effect until all Services are completed within the above stated period of time, 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. In addition, the cumulative total of all Contingency Allowance time extensions shall not exceed 73 days which is the equivalent of ten percent (10%) of the original agreement duration rounded off to the next whole number.

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

3.8.1 Time for Performance: The Consultant agrees to provide the Owner upon receipt of Authorization to Proceed, as part of Basic Services, a detailed schedule, provided in Excel, Microsoft Project, or Primavera formats, acceptable to the Owner showing the time allocated for each Phase of the Services for each of the Project Elements. A reasonable extension of time for completion of various Phases will be granted by the Owner should there be a delay on the part of the Owner in fulfilling its part of the Agreement stated herein. Such extension of time shall not be cause for any claim by the Consultant for extra compensation.

If an Event of Deficiency occurs, and should there be no resolution to said deficiencies by the Consultant through the established meetings and agendas, the Owner shall notify the Consultant through a formal "Notice of Deficiency", specifying the basis for such deficiency, and advising the Consultant that such deficiency must be cured immediately or the project assignment may be terminated. The Consultant can cure and rectify the deficiency, to the Owner's reasonable satisfaction as confirmed through Owner's written approval, within thirty (30) days of actual notice of the Notice of Deficiency (the "Cure Period").

Failure to respond or comply with the plan for correction of deficiencies by the Consultant group within the allotted time shall result in a formal Notice to Cure. This formal Notice to Cure is the Owner's last step and the Consultant group's last opportunity to cure any defects or failures in the Consultant group's performance prior to the Owner's formal Termination for Default Notice.

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

3.8.3 Emergency Response: The Director of the User Department or his/her authorized designee, shall issue written authorization to proceed to the Consultant for each section of the work to be performed at assigned sites. In case of emergency, as determined by the Owner, the Director reserves the right to issue verbal authorization to the Consultant with the understanding that a cost proposal shall be submitted by the Consultant immediately thereafter. The Consultant shall be given notice (which may be amended from time to time as applicable) regarding persons who are the authorized designees of the Director for the purposes of this Agreement.

3.9 TERMINATION OF AGREEMENT:

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

3.9.1 Owner's Termination for Cause: The Owner may at it's sole election either issue a Notice of Deficiency per Article 3.9.1 or terminate this Agreement or any Service Order upon seven (7) days written notice for cause in the event that the Consultant violates any provisions of this Agreement, or performs same in bad faith, or unreasonably delays the performance of the Services. Such written notice

to the Consultant shall spell out the cause and provide reasonable time in the notification to remedy the cause.

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

3.9.2 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.

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

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

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

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

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

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

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

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

3.9.5 Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List: By executing this Agreement through a duly authorized representative, the CONSULTANT certifies that the CONSULTANT is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, as those terms are used and defined in sections 287.135 and 215.473 of the Florida Statutes. The County shall have the right to terminate this Agreement for default if the CONSULTANT is found to have submitted a false certification or to have been, or is subsequently during the term of the Agreement, placed on the Scrutinized Companies for Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

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

3.10 INTENT OF AGREEMENT:

3.10.1 The intent of the Agreement is for the Consultant 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 Consultant

shall perform, as Basic Services, such incidental work, which may not be specifically referenced, as necessary to complete the Project.

3.10.2 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.

3.10.3 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.

3.11 ANNULMENT:

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

3.12 SANCTIONS FOR VIOLATIONS OF CHAPTER 11, MIAMI-DADE COUNTY CODE:

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

3.13 ACCOUNTING RECORDS OF CONSULTANT:

The Owner reserves the right to audit the accounts and records of the Consultant including, but not limited to, payroll records and Federal Tax return, supporting all payments for Services hereunder on the basis of Multiple of Direct Salaries and Reimbursement of Actual Expenses incurred. Such audit may take place at any mutually convenient time during the performance of this Agreement and for three (3) years after final payment under this Agreement. The Consultant shall maintain, as part of its regular accounting system, records of a nature and in a sufficient degree or detail to enable such audit to determine the personnel hours and personnel costs and other expenses associated with each Project and/or task authorized for performance by Service Order(s). In accordance with Florida Statute 287.055, (5)(a), the Consultant hereby certifies and

warrants that wage rates and other factual unit costs, as submitted in support of the compensation provided are accurate, complete and current as of the date of this Agreement. It is further agreed that said compensation shall be adjusted to exclude any significant costs where the OWNER shall determine that the contract price of services was increased due to inaccurate, incomplete or unclear wage rates or other factual unit costs. All such contract compensation adjustments shall be made within one (1) year from the date of final billing or acceptance of the work by the Owner, or one (1) following the end of the contract, whichever is later.

3.14 INSPECTOR GENERAL (IG) AND INDEPENDENT PRIVATE SECTOR INSPECTOR GENERAL (IPSIG):

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

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

Upon ten (10) days written notice to the Contractor shall make all requested records and documents available to the Inspector General for inspection and copying. The Inspector General shall have the right to inspect and copy all documents and records in the (Consultant's) possession, custody or control which in the Inspector General's sole judgment, pertain to performance of the contract, including, but not limited to original estimate files, change order estimate files, worksheets, proposals and agreements from

and with successful subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, (bid/proposal) and contract documents, back-change documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records and supporting documentation for the aforesaid documents and records.

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

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

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

The provisions in this section shall apply to the (Consultant), its officers, agents, employees, subcontractors and suppliers. 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.

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

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

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

Independent Private-Sector Inspector General (IPSIG)

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

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

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

3.15 OWNERSHIP OF DOCUMENTS AND COPYRIGHTS:

3.15.1 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, except with respect to copyrighted standard details and designs owned by the Consultant or owned by a third party and licensed to the Consultant for use and reproduction, shall become the property of the Owner. In addition, the Consultant shall not disclose, release, or make available any document to any third party without prior written approval from the Owner. The Consultant shall warrant to the Owner that he/she has been granted a license to use and reproduce any standard details and designs owned by a third party and used or reproduced by the Consultant in the performance of this Agreement. Nothing contained herein shall be deemed to exclude any document from Chapter 119 of the Florida Statutes.

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

3.15.3 At the Owner's option, the Consultant may be authorized by Service Order to adapt copyrighted material for additional or other work for the Owner; however, payment to the Consultant for such adaptations will be limited to an negotiated amount between the Owner and Consultant.

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

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

3.16 CORRECTIONS TO CONSTRUCTION CONTRACT DOCUMENTS:

The Consultant shall prepare, without added compensation, all necessary supplemental documents to correct errors, omissions, and/or ambiguities which may exist in the Construction Contract Document prepared by the Consultant including the documents prepared by its Sub-consultants. Compliance with this Article shall not be construed to relieve the Consultant from any liability resulting from any such errors, omissions, and/or ambiguities in the Contract Documents and other documents or Services related thereto.

3.17 LAWS AND REGULATIONS:

3.17.1 The Consultant shall, during the term of this Agreement, be governed by Federal, State and Miami-Dade County Laws, Regulatory Orders, County Codes and Resolutions which may have a bearing on the Services involved in this Project. The Department will assist the Consultant in obtaining copies of the Miami-Dade County Codes, Regulatory Orders and Resolutions.

3.17.2 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.

3.17.3 In accordance with Florida Statutes 119.07(3)(ee), entitled "Inspection, Examination, and Duplication of Records; Exemptions", all building plans, blueprints, schematic drawings, and diagrams, including draft, preliminary, and final formats, are exempt from the provisions of subsection (1) and s. 24(a), Article I of the State Constitution. Information made exempt by this paragraph, with prior approval from the Department, may be disclosed to another entity to perform its duties and responsibilities; to a licensed architect, engineer, or contractor who is performing work on or related to the project; or

upon a showing of good cause before a court of competent jurisdiction. The entities or persons receiving such information shall maintain the exempt status of the information.

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

3.17.5 The Consultant and its Sub-consultant(s) agree in writing that the project documents are to be kept and maintained in a secure location. Each of the project documents are to be numbered and the whereabouts of the documents shall be tracked at all times.

3.18 OWNER REPRESENTATIVE:

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

3.19 ENTIRETY OF AGREEMENT:

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

3.20 WARRANTY:

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

3.21 NON-EXCLUSIVITY:

Notwithstanding any provision of this Non-Exclusive Agreement, the Owner is not precluded from retaining or utilizing any other Architect, Engineer, Design Professional or other Consultant to perform any incidental Basic Services, Additional Services or other Professional Services within the contract limits defined in the agreement. The Consultant

shall have no claim against the Owner as a result of the Owner electing to retain or utilize such other Consultant, Design Professional or other Consultant to perform any such incidental Services. Furthermore, the Consultant shall coordinate with any other entity retained by the Owner to perform any incidental Services.

3.22 CONTINUED ENGAGEMENT OF CRITICAL PERSONNEL:

In accordance with County Resolution No. 744-00, the Consultant shall identify in Appendix 2, attached hereto and made a part hereof, the specific technical or professional personnel to perform the necessary services under this Agreement. Such personnel shall not be replaced except when Owner determines, in its discretion, that the proposed replacement personnel have equal or greater qualifications or capabilities to perform the necessary services.

3.23 CONSULTANT RESPONSIBILITY:

3.23.1 The Consultant is responsible for the professional quality, technical accuracy, completeness, performance and coordination of all work required under the Agreement (including the work performed by Sub-consultants), within the specified time period and specified cost. The Consultant shall perform the work utilizing the skill, knowledge and judgment ordinarily possessed and used by a proficient consulting Consultant with respect to the disciplines required for the performance of the work in the State of Florida. The Consultant is responsible for, and represents that the work conforms to the Owner's requirements as set forth in the Agreement. The Consultant shall be and remain liable to the Owner for all damages to the Owner caused by the Consultant's negligent acts or errors or omissions in the performance of the work. In addition to all other rights and remedies, which the Owner may have, the Consultant shall, at its expense, re-perform the services to correct any deficiencies, which result from the Consultant's failure to perform in accordance with the above standards. The Consultant shall also be liable for the replacement or repair of any defective materials and equipment and re-performance of any non-conforming construction services resulting from such deficient Consultant services for a period from the commencement of this Agreement until twelve (12) months following final acceptance of the Work and for the period of design liability required by applicable law. The Owner shall notify the Consultant in writing of any deficiencies and shall approve the method and timing of the corrections. Neither the Owner's inspection, review, approval or acceptance of, nor payment for, any of the work required under the Agreement shall be construed to relieve the Consultant or any Sub-consultant of its obligations and responsibilities under the Agreement, nor constitute a waiver of any of the Owner's rights under the Agreement or of any cause of action arising out of the performance of the Agreement. The Consultant and its Sub-consultants shall be and remain liable to the Owner in accordance with applicable law for all damages to Owner caused by any failure of the

Consultant or its Sub-consultants to comply with the terms and conditions of the Agreement or by the Consultant's or Sub-consultants' misconduct, unlawful acts, negligent acts, errors or omissions in the performance of the Agreement. With respect to the performance of work by Sub-consultants, the Consultant shall, in approving and accepting such work, ensure the professional quality, completeness, and coordination of Sub-consultant's work.

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

3.23.3 Except with the Owner's knowledge and consent, the Consultant shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Consultant's professional judgment with respect to this Project.

3.24 CONSULTANT PERFORMANCE EVALUATION:

In accordance with Implementing Order 3-39, the Consultant is advised that performance evaluation(s) of the services rendered throughout this Agreement will be completed by the County and kept in Miami-Dade County files as reference data for the purpose of evaluating performance in future selections for professional services.

3.25 ETHICS LANGUAGE:

Pursuant to Sec. 2-11.1(w) of the Code of Miami-Dade County, the Ethics Commission has jurisdiction over contractors and vendors. The Consultant must provide the Ethics Commission with a written report regarding its compliance with any restrictions contained in the advisory opinion issued by the Ethics Commission to the ENGINEER, Sub-consultants or teams members within ninety days of the issuance of each work order. The reports must be submitted to Joseph Centorino, Executive Director, Commission on Ethics and Public Trust, 19 West Flagler Street, Suite 802, Miami, FL 33130."

3.26 UTILIZATION REPORT (UR):

Pursuant to Administrative Order (A.O.) 3-32 Community Business Enterprise (CBE-A&E) Program, A.O. 3-22 Community Small Business Enterprise (CSBE) Program and/or O.O. 3-39, the Consultant is required to file utilization reports with the Miami-Dade County contracting department monthly, unless designated

otherwise. The UR is required to accompany every invoice, following the end of the month the report covers. The UR should indicate the amount of contract monies received and paid as a Consultant, including payments to Sub-consultant(s) (if applicable), from the Owner pursuant to the project. Authorized representatives of each listed Sub-consultant(s) shall sign the report, verifying their participation in the work contracted and receipt of the monies listed. The monthly reports are to be submitted to the Miami-Dade Department of Small Business Development.

3.27 FINANCIAL DISCLOSURE:

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, 2700 NW 87th Avenue, Miami, Florida33172 and every year thereafter by noon July 1st.

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

END OF ARTICLE

ARTICLE 4

SERVICES TO BE PERFORMED

4.1 ASSIGNMENT OF WORK BY OWNER:

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

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

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

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

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

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

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

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

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

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

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

4.1.3 All applicable agents proposed for the job classifications of Senior Architect, Senior Landscape Architect, Project Manager, Senior Engineer, Threshold Inspectors and Inspectors, shall meet certain experience and qualification stipulations. The minimum qualifications for each of these applicable jobs classifications are as follows:

4.1.3.1 Senior Architect:
(*) Must be a State of Florida licensed Architect
(*) Must have a minimum of six years construction inspection experience

4.1.3.2 Senior Landscape Architect:
(*) Must be a State of Florida licensed Landscape Architect
(*) Must have a minimum of six years landscape inspection services experience

4.1.3.3 Project Manager:
(*) Must have a Bachelor's Degree in Architecture
(*) Must have a minimum of two years construction management experience

4.1.3.4 Senior Engineer:
(*) Must be a State of Florida licensed engineer
(*) Must have a minimum of six years construction inspection experience

In addition, the consultant may be required to supply at least one of the following qualified classifications, on a continuous basis, and within a seven day period from demand for the task of the respective group submitted under. See below:

4.1.3.5 Threshold Inspector:

(*) Must be a State of Florida certified Threshold Inspector
(*) Must have a State of Florida Professional Engineering license
(*) Must have a Bachelor's Degree in Engineering

4.1.3.6 Inspectors:

(*) Must have a High School Diploma or Graduate Equivalency Diploma
(*) Must have a minimum of three years experience in the inspection of new buildings, building renovations, or related structures
(*) Must have completed course work in one of the following: Architecture, Architectural Engineering, Civil Engineering, Engineering Technology, Construction Management, or related field
(*) Course work completion may be substituted for required experience on a month-to-month basis for a maximum of one year

Other personnel as required, to be determined by ISD, based upon need by Miami-Dade County Departments.

4.2 SERVICES:

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

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

b. special inspections;

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

The Consultant may be required to provide all day-to-day management of any or all of

these services. The Owner will maintain oversight control of all construction activities through the Project Manager.

Those assignments that may be classified as work site representation services shall be performed in accordance with this contract and the respective department/agency construction inspection services manual and procedures or as indicated by the owner.

Those assignments that may be classified as either special inspections, threshold building inspections, or building and zoning inspections, shall be performed in accordance with the Florida Building Code, Miami-Dade County Edition (the Code). Each service order shall specify the type of service to be performed.

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

4.2.1 Maintenance of Approved Agents

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

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

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

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

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

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

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

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

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

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

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

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

4.3 MEETINGS AND REPORTS:

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

purposes of this agreement. The Consultant is not entitled to additional fees for attending required meetings or for mileage for travel to meetings.

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

4.4 OTHER SERVICES:

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

END OF ARTICLE

ARTICLE 5

ADDITIONAL AND WORK SITE SERVICES

5.1 AUTHORIZATION:

Any Services beyond the requirements for Basic Services shall be performed by the Consultant upon receipt of a Service Order issued by the Owner. The Owner reserves the right to have any or all of the Services listed below performed by consultants other than the Consultant. The Consultant shall have no claim to any of these Services except as authorized by the Owner with a Service Order.

5.2 ADDITIONAL SERVICES:

5.2.1 Consultant Design services necessary for corrective on site conditions.

5.2.2 Construction management services to include overall compliance with the contract documents.

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

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

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

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

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 Consultant shall provide an on-site resident Field Representative(s) approved by Owner who shall act as the agent of the Consultant. The

Work Site Services shall be defined by Service Order, performed in accordance with Construction Inspection Services Manual, and agreed to by the Consultant and Owner inclusive of but not limited to:

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

b. special inspections;

c. building and zoning inspection services covering the construction inspections required under the Florida Building Code.

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

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

END OF ARTICLE

ARTICLE 6

SUB-CONSULTANTS

6.1 SUB-CONSULTANTS' RELATIONS:

All services provided by the Sub-consultants shall be pursuant to appropriate agreements between the Consultant and Sub-consultants which shall contain provisions that preserve and protect the rights of the Owner and the Consultant under this Agreement, and which impose no responsibilities or liabilities on the Owner except as herein provided.

6.1.1 The Consultant shall not change any Sub-consultant without the Owner's approval. The Consultant shall submit a written request stating the reasons for the proposed change, subject to the Owner's approval.

END OF ARTICLE

ARTICLE 7

BASIS OF COMPENSATION

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

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

JOB CLASSIFICATION	*MAXIMUM HOURLY RATE	MULTIPLIER	OVERTIME WAGE RATE (Per Hour)
Principal (Max. not to exceed)	$125.00	N/A	N/A
Senior Architect	$45.00	2.8	N/A
Senior Landscape Architect	$45.00	2.8	N/A
Project Manager	$41.00	2.8	N/A
Senior Engineer	$45.00	2.8	N/A
Threshold Inspectors	$42.00	2.8	N/A
Estimator/Scheduler	$40.00	2.8	N/A
Inspectors	$27.00	2.1** IF FULL-TIME 2.8*** IF PART-TIME	1.5
Field Representative	$27.00	2.1** IF FULL-TIME 2.8*** IF PART-TIME	1.5
Field Clerical	$18.00	2.1** IF FULL-TIME 2.8*** IF PART-TIME	1.5

* **Maximum rate of compensation is not to exceed maximum approved pay rate times applicable multiplier.**
** **Full-time = 20 hours or more**
*** **Part-time = less than 20 hours**

7.1 BASIC SERVICE FEES:

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

7.1.1 Compensation for authorized overtime services shall be a multiple of 1.1 times the premium pay portion of the overtime services.

7.1.2 Consultant shall not invoice Owner for charges for office, rent or overhead expenses of any kind, including but not limited to, insurance, local telephone and utility charges, office/drafting supplies, depreciation of equipment, professional dues, subscriptions, reproduction of drawings and/or specifications, mailing, stenographic, clerical, nor shall it invoice for other employee time or travel and substance not directly related to the Project. The multiple factors set forth above shall cover all such costs pertinent to the Project.

7.2 INVOICES AND METHODS OF PAYMENT:

At a minimum, unless otherwise instructed by the issuing department, the Consultant shall submit monthly to the Project Manager, two (2) copies of a duly certified invoice for payments stating that the services for which payment is requested have been performed per this agreement. A copy of the applicable service order shall accompany the original copy of the invoice. Invoices for services authorized as a multiple of direct salaries shall include the names, classification, salary rate per hour, hours worked, and total charge for all personnel directly engaged on the project. Additional format requirements, content and submittal date of the invoice shall be as specified by the Project Manager. Provided there are no problems with an invoice, as determined by the Project Manager, payment by the Owner shall be in accordance with the "Florida Prompt Payment Act," Part VII, Chapter 218, Florida Statutes.

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

following receipt by Consultant of corresponding payment from the Owner. Prior to any payments to Sub-Consultant(s), the Consultant shall, if requested by the Project Manager, furnish to the Owner a copy of the agreement(s) providing for such payments.

7.2.1.1 Expenses authorized as additional services shall be paid at a rate of 1.1 times the Sub-Consultant invoice to compensate the Consultant for all costs associated with those expenses.

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

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

7.3 PAYMENT FOR ABANDONED, TERMINATED OR SUSPENDED SERVICES:

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

7.4 PAYMENT FOR REIMBURSABLE EXPENSES:

Reimbursable expenses as described in the Article 8, "Reimbursable Expenses," of this agreement will be reimbursed by the Owner as verified by appropriate bills, invoices or statements.

7.5 CONSEQUENCE FOR NON-PERFORMANCE:

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

7.6 CONTINGENCY ALLOWANCE ACCOUNTS:

This project is a Professional Services Agreement (PSA) for the design of a facility on public property; therefore an estimated Allowance Account of $50,000.00 is permissible, per Miami-Dade County Code Section 2-8.1. This Allowance Account will be used by the Internal Services Department for unforeseen conditions necessitating additional design,

resulting in additions to the basic fee and additional/reimbursable service fees. The Consultant shall have no entitlement to any of these funds. The Owner retains all rights to these funds, may expend these funds at its sole discretion, and any funds not expended from this contingency allowance account remains the property of the County.

END OF ARTICLE

ARTICLE 8

REIMBURSABLE EXPENSES

Any Reimbursable Expenses shall be approved by the Owner in advance and authorized by a Service Order reimbursed at the same rate paid, no mark-up.

8.1 Sub-consultants, when recommended by the Consultant, and approved by the Owner in writing, and when in the opinion of the Consultant, said Sub-consultant services are necessary of the accomplishment of the Services.

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

8.3 Travel expenses, as authorized by the County, shall be reimbursed in accordance with State Statues and Administrative Order No. 6-1.

8.4 Cellular phones, as authorized by the County, digital cameras and mileage will be reimbursed as follows:
(a) Cellular Phone – Reimbursable amount not to exceed $60.00 per month, per phone.
(b) Digital Camera – Reimbursable amount not to exceed $200.00 per camera.
(c) Mileage – Reimbursable amount to be consistent with Florida law.

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

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

8.6 Items not listed shall be reviewed on a case-by-case basis and shall be approved in advance by the County.

END OF ARTICLE

ARTICLE 9

SCHEDULE OF PAYMENTS FOR BASIC SERVICES

All work shall be issued as a Service Order. Each Service Order shall identify scope of service, special conditions, dollar value, and deliverables required. Payments may be requested monthly in proportion to services performed.

9.1 PAYMENT FOR BASIC SERVICES:

As stipulated in Article 7, Basis of Compensation.

9.2 PAYMENT FOR ADDITIONAL AND WORK SITE SERVICES:

The fee for Additional and Work Site Services 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 Consultant:

Fixed Lump Sum
Multiple of Direct Salaries

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

9.3 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.

9.4 PAYMENT TO SUB-CONSULTANTS:

All payments to Sub-consultant(s) employed hereunder shall be the sole responsibility of the Consultant unless otherwise provided for herein or within a Service Order. The Consultant shall, upon receipt of progress and/or final billing(s) from such Sub-consultant(s) for Services satisfactorily performed incorporate such billing(s) in the manner and to the extent appropriate to the applicable payment basis (es), in the next following invoice submitted by the Consultant to the Owner. The Consultant shall not submit invoices that include charges for Services by Sub-consultant(s) unless such Services have been performed satisfactorily and the charges are, in the opinion of the Consultant, payable to such Sub-consultant(s). The Consultant shall make all payments to such Sub-consultant(s) promptly following receipt by Consultant of corresponding payment from the Owner. Prior to any payments to Sub-consultant(s), the Consultant

shall, if requested by the Project Manager, furnish to the Owner a copy of the agreement(s) providing for such payments.

9.5 CONSEQUENCE FOR NON-PERFORMANCE:

Should the Consultant fail to perform its services within the time frames outlined and such failure causes a delay in the progress of the Work, the Consultant shall be liable for any damages to the Owner resulting from such delay.

9.6 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 Consultant shall be compensated as follows:

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

9.6.2 For Services partially completed and satisfactorily performed prior to receipt by the Consultant of notice of abandonment of a Project Element, termination or suspension, the Consultant 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 Consultant for compensation shall be supported by such data as the Owner may reasonably require. In no case shall fees for partially completed Services exceed the fees that would have been paid for such Services had they not been abandoned, terminated or suspended.

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

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

9.7 MAXIMUM PAYABLE FOR ADDITIONAL SERVICES, WORK SITE SERVICES AND REIMBURSABLE EXPENSES:

The aggregate sum of all payments to the Consultant for Additional Services, Work Site

Services and Reimbursable Expenses payable on this Project shall not exceed $60,000.00 dollars ($). Any portion of this sum for which the Owner's Project Manager does not authorize payment in writing shall remain the property of the Owner. In the event Additional Services required exceeds this amount, the Consultant must submit a claim in advance for additional funding which is subject to the Board of County Commissioner's approval.

The maximum payable for Basic Services, Additional Services Allowances and Reimbursable Expense Allowances, is based on the following budgets:

Basic Services	**$500,000.00**
Additional Services Allowances	**$50,000.00**
Reimbursable Expense Allowance	**$10,000.00**

9.8 TOTAL AUTHORIZED AMOUNT FOR THIS AGREEMENT:

Except as otherwise provided for herein, the Total Authorized Amount for this Agreement is Five Hundred and Sixty Thousand Dollars ($560,000.00). The Owner retains all rights to these funds, may expend these funds at its sole discretion, and any funds not expended from this authorized agreement amount remain the property of the Owner.

END OF ARTICLE

ARTICLE 10

SPECIAL PROVISIONS

The following provisions are to be used AS APPLICABLE:

10.1 ART IN PUBLIC PLACES:

General

The successful Proposer shall at its sole cost expend one-and-a-half-percent (1.5%) of the cumulative construction cost for the refurbishment of existing works of art at the and/or for the commissioning of new works of art. All aspects concerning the acquisition of new works of art or the removal and/or relocation of existing works of art located within the project site/scope shall comply with the Art in Public Places (APP) Ordinance 94-12 and Implementation Guidelines as are appropriate as determined by the Owner. The successful Proposer may be requested to assign a representative to act as a liaison with APP for purposes of implementing the requirements set forth herein. The Owner reserves the right to make final determination on how funds appropriated herein are expended.

Existing Works of Art

In the event there exist works of art on the site, every effort shall be made not to impact the aesthetic integrity of any existing work of art and of the site. The successful Proposer shall make every effort not to propose a scheme for the project that will require the removal or may otherwise compromise the artistic intent of existing works of art. Should the Owner deem that relocation or alteration of an existing art installation or the site be absolutely necessary or is otherwise acceptable, then the successful Proposer shall endeavor to negotiate with the Owner, a fee for additional services to relocate the work(s) of art, and such additional work shall not exceed the 1.5% cumulative total.

New Works of Art

Should the Owner decide to pursue the commissioning of new works of art for the new site then the successful Proposer shall confer with Art in Public Places as required to develop a concept (program) for art that is appropriate for the Project, and the APP Professional Advisory Committee (PAC) as to the type(s) of art, location(s), and possible artist(s). The Director of APP shall approve the final art program concept and location. The successful Proposer may assign a representative to the PAC, and the representative will participate as a voting member in the review and recommendation of an artist or artists and of art proposal(s) for the new site. The APP Trust will make the final choice of the artist(s) and art work(s), upon recommendation of the PAC. As part of its Master Plan, APP encourages and will give preference to collaborative projects between the artist(s), the Architect of Record and the selected Proposer for the integration of artwork and site. Such collaborative efforts will include the active involvement of both the selected Proposer and the artist(s) during design development of the Project. In consultation with the artist(s) and APP, the selected Proposer shall assist the Owner in coordinating the development and incorporation of artwork(s) details and/or

specifications in the Contract Documents for the Project. The successful Proposer shall advise the Owner and make recommendations on the installation of anchorages, special lighting, or plumbing or other utility or installation and connections as required for the proper installation of the artwork(s), in accordance with the artist's concept(s). The successful Proposer is welcome and encouraged to participate in APP's Adopt an Artwork Program.

10.2 CONTRACT MEASURES:

The Contract Measures applicable to this Project is 30% Community Business Enterprise (CBE) Goal.

To fulfill the requirements of this Article, the Consultant must comply with the Miami-Dade County, CBE Program Participation Provisions prepared by Miami-Dade County's Department of Sustainability, Planning and Economic Enhancement (SPEE), as applicable, and the level of participation as shown in the Consultant's proposal for this project.

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

10.3 BABY DIAPER CHANGING ACCOMMODATIONS:

Consultant agrees to incorporate as part of any design for this project baby diaper-changing accommodations accessible to both women and men, in accordance with Miami-Dade County Code Section 8A-114.

10.4 SUSTAINABLE BUILDING PROGRAM:

The primary mechanism for determining compliance with the Sustainable Building Program shall be in the U.S. Green Building Council's Leadership in Energy and Environmental Design (LEED) Rating System. All construction projects are required to meet the standards delineated in Ordinance 07-65. Compliance shall be determined by completing a formal certification process with the U.S. Green Building Council, or as otherwise directed by the County' Sustainability Manager.

(*) New Construction (NC): All new construction projects shall be required to attain "Silver" or higher level rating under the LEED-NC Rating System.
(*) Major Renovations and Remodels: All major renovations and remodels shall attain "Certified" or higher level rating under the LEED-NC Rating System.
(*) Non-Major Renovations and Remodels: All non-major renovations and remodels shall attain "Certified" or higher level rating under the appropriate LEED Rating System such as LEED-NC, LEED-Existing Building (EB) or LEED-Commercial Interior (CI).

(*) Renovations, remodels, and other building upgrades not meeting the above criteria are encouraged to incorporate the maximum number of LEED approved green building practices as are feasible form a practical and fiscal perspective; however, LEED certification will not be required.

10.5 ENERGY EFFICIENT BUILDING TAX CREDIT:

The Energy Policy Act (EPAct) of 2005 (Section 1331) established IRS Section 179D, allows taxpayers to accelerate depreciation on the cost of qualified energy efficient commercial building property placed-n-service after December 31, 2005. This incentive was recently extended by the Emergency Economic Stabilization Act of 2008, to include improvements placed-in-service before January 1, 2014. The returns may be amended going back three tax years, so projects that come on line in 2007 or afterwards are eligible.

The Consultant as referenced in page 1 of this agreement, is designated as the Designer/Construction Manager ("the Designer") for the energy efficient improvements incorporated in the Energy Consumption Reduction Project ("the Project") for:

1) The purposes of allocating accelerated depreciation benefits pursuant to Section 179D of the Internal Revenue Code of 1986, as amended (the "Code").

2) If the Owner and the internal Revenue Service (IRS) determine that the Consultant is eligible and shall receive accelerated depreciation benefits as a "Designer" for the purposes of Section 179D of the Code or that the Consultant shall otherwise benefit financially from the monetization of the accelerated depreciation benefit, the Consultant hereby agrees to discount its contract price or provide a cash rebate to the Owner (the determination of rebate versus discount to be determined by the Owner in its sole discretion) in an amount equal to the total financial benefit realized by the Consultant; at the time the financial benefit to the Consultant becomes ascertainable.

3) The Owner reserves the right to retain a third party consultant (the "third party Consultant") to manage and administer the process of obtaining and monetizing the accelerated depreciation benefit derived from the Project and to designate the third party Consultant as the "Designer" of the energy efficient improvements for the purposes of Section 179D of the Code.

4) The Owner agrees to cooperate in all reasonable respects with the Consultant's efforts to obtain and monetize any such benefits derived from the Project on behalf of the Owner.

END OF ARTICLE

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

CONSULTANT (CORPORATION)

(Legal Name of Corporation)

Atkins North America, Inc.

ATTEST:

Secretary: _____ By: _____

(Signature and Seal)

Consultant - Signature

_____ _____

(Type Name) David J. Carter

(Type Name & Title) Senior Vice President

CONSULTANT (INDIVIDUAL, PARTNERSHIP OR JOINT VENTURE)

_____

Legal Name

Witness: _____ By: _____

Signature

Witness: _____ _____

(Type Name)

SSN: _____

MIAMI-DADE COUNTY, FLORIDA

ATTEST:

_____, CLERK

BY: _____ By: _____

Deputy Clerk County Mayor

(Dade County Seal)

Approved as to form and legal sufficiency

_____

Assistant County Attorney

APPENDIX 1

PRINCIPALS OF THE CONSULTANT

Atkins' principals are shown on the attached corporate resolution.

CORPORATE RESOLUTION
OF
ATKINS NORTH AMERICA, INC.

RESOLVED, that the below named officers are authorized to execute documents on behalf of Atkins North America, Inc.:

L. Dean Fox	Chief Executive Officer /President
Gary M. Erickson	President
Barry J. Schulz	President
Thomas F. Barry, Jr.	Senior Vice President
Michael J. Buhler	Senior Vice President
Kenneth J. Burns, Jr.	Senior Vice President
David J. Carter	Senior Vice President
W. Bradley Dennard	Senior Vice President
C. Ernest Edgar, IV	Senior Vice President/General Counsel/Secretary
Jorge C. Figueredo	Senior Vice President
John M. Finochiaro	Senior Vice President/Chief Technology Officer
Marvin N. Fisher	Senior Vice President
Cecilia R. Green	Senior Vice President
Michael C. Hogan	Senior Vice President
Donna M. Huey	Senior Vice President
Mark A. Isaak	Senior Vice President
Justin P. Jones	Senior Vice President
Amir Kangari	Senior Vice President
Robert S. Lawson	Senior Vice President
Steven C. Malecki	Senior Vice President
Frank T. Martin	Senior Vice President
Charles A. Padera	Senior Vice President
Victor P. Poteat	Senior Vice President
Mark A. Ramseur	Senior Vice President
Douglas E. Robison	Senior Vice President
Benton L. Rudolph	Senior Vice President
Matthew S. Baird	Vice President
Catherine M. Cahill	Vice President/Assistant Treasurer
Douglas W. Fredericks	Vice President
Glenn F. Myers	Vice President
Darrell A. Nance	Vice President
David R. Stewart	Vice President
Terri S. Vitar	Vice President

FURTHER RESOLVED, that the following named officers are authorized to attest to the signatures of officers executing documents on behalf of Atkins North America, Inc:

C. Ernest Edgar, IV	Senior Vice President/General Counsel/Secretary
James R. Steele, Jr.	Vice President/Assistant Secretary
Rene de los Rios	Vice President/Assistant Secretary
Jayanth Jayaram	Vice President/Assistant Secretary

This resolution is adopted as of October 14, 2011 and remains in effect until a succeeding resolution is adopted.

C. Ernest Edgar, IV, Secretary

Corporate Seal

APPENDIX 2

CRITICAL PERSONNEL

David Carter, CCM - Principal-in-Charge
Humberto Alonso, AIA - Senior Advisor
Rudy Ortiz, PE, CGC - Senior Advisor (CES Consultants, Inc.)
Jeffrey Warmington, AIA, LEED AP - Project Manager
Mofa Hassoun, PE - Senior Engineer/QA/QC
Larry Levis, AIA - Senior Architect
Harry Belton, RLA - Senior Landscape Architect
Shaista Javed - Vertical Construction Inspection Team
Emerson Brown - Vertical Construction Inspection Team
Fredy Tain, PE, SI - Threshold Inspector / Structural Engineering
Cesar Soto, PE, SI - Threshold Inspector (CES Consultant, Inc.)
Vanise Ford - Horizontal Construction Inspection Team (CES Consultants, Inc.)
Juan Alfonso, Associate AIA - Cost Estimating/Scheduling
Diego Clavijo, PMP - Value Engineering/Claims
Elvys Diaz, AIA - Architecture
Adam Gelber - Environmental
Mohammad Abbasi- Environmental (CES Consultants, Inc.)
Pelayo Calante, PE, LEED AP - Mechanical Engineering
Hector Vazquez, PE -Electrical Engineering
Douglas Ramirez, PE - Structural Engineering
Victor Herrera, PE - Civil Engineering
Jeremy Bourdon, PE - Roadway Engineering
Rafiq Alqasem, PE, PTOE - Traffic Engineering
Sanhita Lahiri, PE, PTOE - Traffic Engineering
Roberto Mantecon, PLS, PSM - Surveying
Bernardo Bieler, PE - Permitting (CES Consultant, Inc.)

APPENDIX 3

ISD FORM NO. 7

SUBCONTRACTING/SUPPLIER LISTING

MIAMI-DADE COUNTY – INTERNAL SERVICES DEPARTMENT (ISD)
ISD FORM NO. 7 – SUBCONTRACTOR/SUPPLIER LISTING (Ordinance 97-104).

Name of Proposer Atkins North America, Inc.

This form, or a comparable listing meeting the requirements of Ordinance No. 97-104, **MUST** be completed by all bidders and proposers on County contracts for purchase of supplies, materials or services, including professional services which involve expenditures of $100,000 or more, and all bidders and proposers on County or Public Health Trust construction contracts which involve expenditures of $100,000 or more. **This form, or a comparable listing meeting the requirements of Ordinance No. 97-104, must be completed and submitted even though the bidder or proposer will not utilize subcontractors or suppliers on the contract. The bidder or proposer should enter the word "NONE" under the appropriate heading in those instances where no subcontractors or suppliers will be used on the contract.** A bidder or proposer who is awarded the contract shall not change or substitute first tier subcontractors or direct suppliers or the portions of the contract work to be performed or materials to be supplied from those identified except upon written approval of the County.

Business Name and Address of First Tier Subcontractor/ Subconsultant	Principal Owner	Scope of Work to be Performed by Subcontractor/Subconsultant	(Principal Owner) Gender	Race
CES Consultants, Inc.,	Rudy Ortiz, President	Environmental Engineering- Stormwater Drainage Design Services and	Male	Hispanic
14361 Commerce Way, Suite 103		Engineering Construction Management		
Miami Lakes, FL 33016				

Business Name and Address of Direct Supplier	Principal Owner	Supplies/Materials/Services to be Provided by Supplier	(Principal Owner) Gender	Race
None				

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

Signature of Proposer's Authorized Representative	Print Name	Print Title	Date
	David J. Carter	Senior Vice President	4/10/12

(Duplicate if additional space is needed)

ISD Form No. 7 – 01-31-12

APPENDIX 4

ISD FORM NO. 9

FAIR SUBCONTRACTING POLICIES

Atkins has a corporate philosophy that promotes fair and equitable consideration and utilization of minority business enterprises (MBE), non-MBEs, women business enterprises (WBE), subcontractors, suppliers, or vendors in support of all company programs. We maintain a Minority Business Utilization and Development Plan. Atkins' M/WBE program is an integral part of our corporate operations and provides a vital link between Atkins and the minority business community. The M/WBEs that have participated in our projects have also been the recipients of a significant transfer of technology, expertise, and hands-on experience from Atkins. This reflects Atkins' corporate commitment to a "mentoring" approach to our M/WBE subconsultants, and has enabled some M/WBEs to develop and retain a foothold in other areas of the consultant community. To summarize, it is Atkins' corporate policy to:

- Conduct a program that will enable M/WBEs to be considered fairly as subcontractors and suppliers on projects undertaken by the firm.
- Provide adequate and timely consideration of the potential usage of M/WBEs.
- Assure that M/WBEs will have an equitable opportunity to compete for subcontracts or to provide services.
- Maintain a list of M/WBEs.
- Take affirmative action, where necessary, to ensure that the policy is adhered to in all instances.

Atkins also maintains a process for awarding subcontracts to qualifying potential subconsultants. As a part of the subcontract preparation, the project/program manager will list potential vendors/suppliers and convey any information that would be helpful to Atkins' contract administrator/manager. In addition, the list of potential subconsultants maintained by Atkins will be checked for additional sources. Firms to be solicited will be checked against the list of suspended or debarred firms. If the prime contract requires a Small Business Subcontracting Plan in accordance with FAR 52.219-8; the SB Manager must follow the SB Program Procedure.

The contract administrator/manager and/or the program/project manager will document if subconsultants/minority firms were solicited and if not, why not. Identification of sources will come through standard market research techniques most appropriate to the subcontract. Depending on the complexity, technology, size, and geographic location of the required good or service, sources may be sought using governmental entities MBE certification programs, yellow pages, Internet, Internet yellow pages, Thomas Guides of Services, DataQuest, local chambers of commerce, the SBA PRONET or similar service, in-house database of previous subcontractors, known sources in the industry, specific registers of local subcontractors, and industry registers. At this point, the contracts manager/administrator will also consider the appropriateness of setting aside the subcontract for small businesses or other socioeconomic category. The contracts manager/administrator and the response manager will be aware of any contract terms limiting or prohibiting foreign acquisitions. The contracts manager/administrator will refer to the files on subcontractor evaluations as a further guide in selecting vendors/suppliers to include in an request for proposal/request for qualifications (RFP/RFQ).

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

FAIR SUBCONTRACTING PRACTICES

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

See prior page (page 55 of 56)

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

Signature of Authorized Representative: [signature]

Title: Sr. Vice President Date: 4-11-2012

Proposer's Name: Atkins North America, Inc.

AFFIDAVITS

Miami-Dade County
Department of Procurement Management

Affirmation of Vendor Affidavits

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

Contract No.: A11-OCI-01 **Federal Employer Identification Number (FEIN):** 59-0896138

Contract Title: Construction Inspection Services

Affidavits and Legislation/ Governing Body

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

The following certifications pertain to Architectural/Engineering Services:

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

David J. Carter — Printed Name of Affiant
Senior Vice President — Printed Title of Affiant
Signature of Affiant

Atkins North America, Inc. — Name of Firm
4/10/12 — Date

2001 Northwest 107 Avenue — Address of Firm
Miami, Florida — State
33172 — Zip Code

Notary Public Information

Notary Public – State of Florida County of Miami-Dade

Subscribed and sworn to (or affirmed) before me this 10th day of April 20 12

by David J. Carter He or she is personally known to me ☒ or has produced identification ☐

Type of Identification produced

Signature of Notary Public

DD 924543
Serial Number

Deborah Lynn Shimel — Print or Stamp of Notary Public

Nov. 13, 2013 — Expiration Date

DEBORAH LYNN SHIMEL
MY COMMISSION # DD 924543
EXPIRES: Nov 13, 2013
Bonded Thru Notary Public Underwriters

7/21/08 A&E