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CLERK OF THE BOARD
OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

Memorandum

MIAMI-DADE COUNTY

Date: April 5, 2016

Agenda Item No.8(A)(3)

To: Honorable Chairman Jean Monestime
and Members, Board of County Commissioners

Resolution No. R-262-16

From: Carlos A. Gimenez
Mayor

Subject: Award Recommendation for Professional Services Agreement with Nova Consulting, Inc. for Inspection Services and Environmental Oversight

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Recommendation

It is recommended that the Board of County Commissioners (Board) approve the award of the attached Professional Services Agreement (PSA) for Inspection Services and Environmental Oversight for the Miami-Dade Aviation Department (MDAD) with Nova Consulting, Inc. (Nova) in the amount of $1,428,438.00.

Delegated Authority

In accordance with Miami-Dade County Code Section 2-8-3 related to identifying delegation of Board authority contained within the Agreement, the the County Mayor or the County Mayor's designee has the authority to exercise the renewal options and to terminate the Agreement.

PROJECT NAME:	Inspection Services and Environmental Oversight
ISD A/E PROJECT NO.:	E14-MDAD-02
CONTRACT NO:	E14-MDAD-02
PROJECT DESCRIPTION:	The Consultant will conduct monthly environmental inspections, oversight, and applicable sampling of the following MDAD facilities for compliance with Federal and local regulatory requirements: Underground and aboveground fuel storage tanks at Miami International Airport (MIA), Miami-Opa locka Executive Airport (OPF), Miami-Homestead General Aviation Airport (X51), Miami Executive Airport (TMB), and Dade-Collier Training and Transition Airport (TNT); MIA drinking water sampling; elapsed time meter readings at MIA sewage pump stations; MIA orphan drum and hazardous inspections; and any other required inspection/investigation or testing/sampling.

PROJECT LOCATION:	MIA, OPF, X51, TMB, TNT
COMMISION DISTRICT:	Various
APPROVAL PATH:	Board of County Commissioners
USING DEPARTMENT:	Miami-Dade Aviation Department
MANAGING DEPARTMENT:	Miami-Dade Aviation Department

Fiscal Impact/Funding Source

FUNDING SOURCE:	Miami-Dade Aviation Department Civil/Environmental Division Operating Budget (Non-Capital)
OPERATIONS COST IMPACT:	Not applicable as this is a PSA for Architectural/Engineering services.
MAINTENANCE COST IMPACT/FUNDING:	Not applicable as this is a PSA for Architectural/Engineering (A&E) services.
PTP FUNDING:	No
GOB FUNDING:	No
PROPOSALS RECEIVED:	Three (3)
SUSTAINABLE BUILDINGS ORDINANCE (I.O. NO. 8-8):	No
CONTRACT PERIOD:	2,190 calendar days / Six (6) years
OPTION(S) TO EXTEND:	None
CONTINGENCY PERIOD:	219 calendar days
IG FEE INCLUDED IN BASE CONTRACT:	No

ART IN PUBLIC PLACES:	No
BASE ESTIMATE:	$1,250,000.00
CONTINGENCY ALLOWANCE (Section 2-8.1 Miami-Dade County Code):	PSA 10 percent/$125,000.00
INSPECTOR GENERAL FEE:	$3,438.00
REIMBURSABLES:	$50,000.00
TOTAL DEDICATED ALLOWANCE:	$53,438.00
TOTAL AMOUNT:	$1,428,438.00
SEA LEVEL RISE:	N/A
Track Record/Monitoring	The Internal Services Department's (ISD) CIIS database contains ten (10) evaluations for Nova Consulting, Inc., with an overall 3.9 rating out of a possible 4.0.
DUE DILIGENCE:	Pursuant to Resolution No. R-187-12, due diligence was conducted to determine the consultant's responsibility, including verifying corporate status and that no performance or compliance issues exist. The following searches revealed no adverse findings for the proposing entity: Small Business Development database, convicted vendors, debarred vendors, delinquent contractors, suspended vendors, and federal excluded parties list.
SBD HISTORY OF VIOLATIONS:	No violations on record.
MINIMUM QUALIFICATIONS:	Prime and sub-consultants providing services in the technical categories below must demonstrate the following experience: 1) The prime consultant will handle sensitive information associated with drinking water sampling and should demonstrate adequate

training and experience at airport facilities similar in size and complexity.

2) The prime and/or sub-consultant must have five (5) years of experience in sampling surface and/or groundwater for the presence of contaminants related to Jet A and vehicular fuels.

3) The prime and/or sub-consultant must have five (5) years of experience performing inspection of fire pumps, emergency generators and vehicular fuel storage tanks including its monitoring wells and lift stations in facilities such as airports.

4) The expertise must be met by a qualified individual(s) of the prime consultant and/or sub-consultant firms, as applicable. The experience must be demonstrated by direct or substantial involvement of the individual(s) in a supervisory capacity at the Project Manager level or above.

FIRM:	Nova Consulting, Inc.
COMPANY PRINCIPAL(S):	Maria J. Molina, P.E.
LOCATION OF COMPANY:	10486 NW 31 Terrace Doral, Florida 33172
PREVIOUS AGREEMENTS WITH THE COUNTY WITHIN THE PAST FIVE (5) YEARS:	See attached A&E Firm History Report from the County's Small Business Development (SBD) Division.
RESPONSIBLE WAGES:	No
REVIEW COMMITTEE ASSIGNED CONTRACT MEASURES:	SBE/AE Set Aside Tier 2 (with 9.06 exemption)
MEASURES ACHIEVED AT AWARD:	Nova Consulting, Inc. will meet 100 percent of the established goal noted above.

SUBCONSULTANTS: Terracon Consultants, Inc.
Pace Analytical Services, Inc.

MANDATORY CLEARINGHOUSE: Not applicable

CONTRACT MANAGER: Rod Buenconsejo
rbuenconsejo@miami-airport.com

PROJECT MANAGER: Rod Buenconsejo
rbuenconsejo@miami-airport.com

BACKGROUND: Miami-Dade Aviation Department is required by the Florida Department of Environmental Protection under rules 62-761 to 762, and by the Miami-Dade County Regulatory and Economic Resources' Environmental Resources Management Division (RER-DERM), to perform monthly inspection of all aboveground and underground storage tanks and associated monitoring wells at all Miami-Dade Aviation Department airports.

SELECTION PROCESS: On May 29, 2015, a Notice to Professional Consultants was issued under full and open competition. On July 6, 2015, the Clerk of the Board received three (3) proposals.

In accordance with Chapter 287.055 of the Florida Statutes and Chapter 2-10.4 of the Code of Miami-Dade County, both of which govern certification, selection, and negotiation procedures, the Competitive Selection Committee held a first-tier meeting on August 13, 2015, to review three (3) submittals. Pursuant to the Internal Services Department's Small Business Development Division Compliance Memorandum dated July 15, 2015, Keith and Schnars, P.A., one of three (3) respondents, was found non-compliant. The Committee determined that the information provided in the proposals was sufficient to determine the qualifications of the two (2) remaining teams, and waived the second-tier phase. The two (2) responsive firms were ranked as follows:

1. Nova Consulting, Inc.
   Qualitative Points – 468
   Ordinal Score – 7
   Final Ranking – 1

2. Milian, Swain & Associates, Inc.
   Qualitative – 461
   Ordinal Score – 8
   Final Ranking – 2

The top-ranked firm, Nova Consulting, Inc. was found by the Selection Committee to have met the qualification requirements. The Negotiation Committee successfully negotiated a PSA with Nova Consulting, Inc. on November 12, 2015.

Jack, Osterholt, Deputy Mayor

MEMORANDUM

(Revised)

TO: Honorable Chairman Jean Monestime
and Members, Board of County Commissioners

DATE: April 5, 2016

FROM: Abigail Price-Williams
County Attorney

SUBJECT: Agenda Item No. 8(A)(3)

Please note any items checked.

_____ **"3-Day Rule" for committees applicable if raised**

_____ **6 weeks required between first reading and public hearing**

_____ **4 weeks notification to municipal officials required prior to public hearing**

_____ **Decreases revenues or increases expenditures without balancing budget**

_____ **Budget required**

_____ **Statement of fiscal impact required**

_____ **Statement of social equity required**

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

_____ **No committee review**

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

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

Approved _____ Mayor

Veto _____

Override _____

Agenda Item No. 8(A)(3)

4-5-16

RESOLUTION NO. R-262-16

RESOLUTION APPROVING AWARD OF A PROFESSIONAL SERVICES AGREEMENT TO NOVA CONSULTING, INC., FOR INSPECTION SERVICES AND ENVIRONMENTAL OVERSIGHT FOR THE MIAMI-DADE AVIATION DEPARTMENT, PROJECT NO. E14-MDAD-02; IN AN AMOUNT NOT TO EXCEED $1,428,438.00 AND FOR A TERM OF SIX YEARS; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE THE AGREEMENT AND TO EXERCISE THE PROVISIONS CONTAINED THEREIN

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

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board hereby approves the award of a Professional Services Agreement to Nova Consulting, Inc., for the Inspection Services and Environmental Oversight, Project No. E14-MDAD-02, in an amount not to exceed $1,428,438.00 and for a term of six (6) years, in substantially the form attached hereto and made a part hereof, and authorizes the County Mayor or County Mayor's designee to execute the agreement and to exercise the provisions contained therein.

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

Jean Monestime, Chairman	**aye**		
Esteban L. Bovo, Jr., Vice Chairman	**aye**		
Bruno A. Barreiro	**absent**	Daniella Levine Cava	**aye**
Jose "Pepe" Diaz	**aye**	Audrey M. Edmonson	**aye**
Sally A. Heyman	**aye**	Barbara J. Jordan	**aye**
Dennis C. Moss	**absent**	Rebeca Sosa	**aye**
Sen. Javier D. Souto	**absent**	Xavier L. Suarez	**aye**
Juan C. Zapata	**absent**		

The Chairperson thereupon declared the resolution duly passed and adopted this 5th day of April, 2016. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this Resolution and the filing of this approval with the Clerk of the Board.

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

HARVEY RUVIN, CLERK

By: Christopher Agrippa
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

DM

David M. Murray

MIAMI DADE COUNTY
Small Business Development
A&E Firm History Report
From: 10/01/2010 To: 09/30/2015

DEPARTMENT OF BUSINESS DEVELOPMENT

FIRM NAME: NOVA CONSULTING, INC.
10486 NW 31st Ter
Miami, FL 33172-0000

PRIMES

PROJECT #	CONTRACT	DEPT.	MEASURES	AWARD DATE	AWARD AMOUNT
EDP-WS-152 N DISTRICT PLANT DISINFECTION VE	1	WS	NO MEASURE	11/03/2010	$50,000.00
					$50,000.00
EDP-AV-H024B-3 MIA RUNWAY 12-30 REHABILITATION VE	1	AV	NO MEASURE	02/05/2013	$50,000.00
					$50,000.00
E13-WASD-02R NON-EXCLUSIVE PROFESSIONAL SERVICES AGREEMENT FOR PROGRAM AND CONSTRUCTION MANAGEMENT SERVICES FOR THE IMPLEMENTATION OF A PUMP STATION IMPROVEMENT PROGRAM (SIC 871)	1	WS	GOAL CBE 29%	12/17/2013	$17,600,000.00
					$17,600,000.00
EDP-PR-21300114003-2 AMELIA EARHART PARK BIKE TRAILS ASSESSMENTS	1	PR	NO MEASURE	12/16/2014	$40,000.00
					$40,000.00

Total Award Amount	$17,740,000.00
Total Change Orders Approved by BCC	$0.00

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

DBDR0212_E v.20150827

Thursday, October 8, 2015

Ver: 1

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Memorandum

MIAMI-DADE COUNTY

Date: August 28, 2015

To: Tara C. Smith, Director
Internal Services Department

Thru: Miriam Singer, CPPO, Sr. Assistant Director
Internal Services Department

From: Fernando V. Ponassi, MA Arch, LEED® AP
Chairperson, Competitive Selection Committee
Internal Services Department

Subject: NEGOTIATION AUTHORIZATION
Miami-Dade Aviation Department (MDAD)
Inspection Services and Environmental Oversight
ISD Project No. E14-MDAD-02

CLERK OF THE BOARD
2015 SEP 15 AM 11:54
CLERK CIRCUIT & COUNTY COURTS
MIAMI-DADE COUNTY, FLA.

The Competitive Selection Committee (CSC) has completed the evaluation of the proposals submitted in response to the above referenced Internal Services Department (ISD) project number following the guidelines published in the Notice to Professional Consultants (NTPC).

ISD Project No.: E14-MDAD-02

Project Title: Inspection Services and Environmental Oversight

Scope of Services Summary: The scope of services will include monthly environmental inspections, oversight and applicable sampling of the following facilities within MDAD Airport facilities (Landside and Airside) for compliance with Federal and local regulatory requirements: Underground and aboveground fuel storage tanks inspections at Miami International Airport (MIA), Miami Opa-Locka Executive Airport (OPF), Miami Homestead General Aviation Airport (X51), Miami Executive Airport (TMB) and Dade-Collier Training and Transition Airport (TNT); drinking water sampling at MIA; elapsed time meter readings at sewage pump stations at MIA; orphan drum and hazardous inspections at MIA; and any other inspection, investigation, testing and sampling required to comply with current regulations without impacting airports operations.

Participation Restrictions: None

Experience and Qualifications: Prime and sub-consultants providing services in the technical categories below must demonstrate the following experience:

1) The Prime Consultant will handle sensitive information associated with drinking water sampling and should demonstrate adequate training and experience at airport facilities similar in size and complexity.
2) The Prime Consultant and/or Sub-consultant must have five (5) years of experience in sampling surface and/or groundwater for the presence of contaminants related to Jet A and vehicular fuels.

3) The Prime and/or Sub-consultant must have five (5) years of experience performing inspection of fire pumps, emergency generators and vehicular fuel storage tanks including its monitoring wells and lift stations in facilities such as airports.

The expertise must be met by a qualified individual(s) of the prime consultant and/or sub-consultant firms, as applicable. The experience must be demonstrated by direct or substantial involvement of the individual(s) in a supervisory capacity at the Project Manager level or above.

Term of Contract: One (1) consultant/team of firms will be retained under a non-exclusive Professional Services Agreement (PSA), with an effective term of 2,190 calendar days after its date of execution. Maximum compensation including contingency and the Inspector General Fee is one million three hundred seventy-eight thousand four hundred thirty-eight dollars ($1,378,438). No minimum amount of work or compensation will be assured to the retained consultant.

Small Business Enterprise Goal/Measure: On January 27, 2015, the Small Business Development Division (SBD), ISD, established a 100% Small Business Enterprise/Architecture & Engineering (SBE/A&E) Tier 2 Set-Aside measure, with exemption, for this solicitation.

Request to Advertise (RTA) Stamped by the Clerk of the Board (COB): March 3, 2015.

Revision No. 1 to the RTA Stamped by the COB: March 23, 2015.

Number of Proposals Received: Three (3) proposals.

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

Non-Compliance: Pursuant to the July 15, 2015, SBD Compliance Memorandum (copy attached), Keith and Schnars, P.A., was found to be non-compliant with the Implementing Order governing the SBE/A&E Program. As a result, the team was disqualified from the selection process. The CSC found the remaining two (2) respondents to be in compliance with the required Experience and Qualifications stipulations denoted in the NTPC.

First Tier Results: See attached August 13, 2015, First Tier Tabulation Sheet.

Second Tier Results: Based on the CSC's professional expertise and by a majority vote, the CSC short-listed the remaining two (2) respondents to advance to a Second Tier meeting with oral presentations. Second Tier proceedings were held on August 26, 2015. See attached Second Tier Tabulation Sheet.

Request for Appointment of Negotiation Committee: Pursuant to Section 2-10.4 (6) of the Code of Miami-Dade County, ISD hereby requests that the County Mayor or County Mayor's designee approve the following Negotiation Committee, for the purpose of negotiating one (1) non-exclusive PSA for this solicitation with the top-ranked team:

Fernando V. Ponassi (Non-Voting Chairperson), Manager, Contracts Administration, ISD
Gustavo Leal, Chief, Environmental Engineering System, MDAD
Guillermo Garcia, Engineer 3, MDAD
Herb Balfour, Chief, Environmental and Education and Communication Office, (Regulatory and Economic Resources) RER

Request for Authorization to Enter Negotiations: Pursuant to Section 2-10.4 (6) of the Code of Miami-Dade County, it is hereby requested that the County Mayor or his designee approve the selection of the following firms for negotiations, in the CSC's recommended order of preference. See below:

TOTAL ORDINAL SCORE
RANKING OF RESPONDENTS
SELECTION FOR PSA NEGOTIATION
ONE (1) AGREEMENT WITH A
100% SBE SET-ASIDE TIER 2

Nova Consulting, Inc.
Qualitative Points - 468
Ordinal Score - 7
Final Ranking - 1

The following team will serve as the alternate:

Millan, Swain & Associates, Inc.
Qualitative Points - 461
Ordinal Score - 8
Final Ranking - 2

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

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

If approved, the Negotiation Committee is to proceed with the contract negotiations in accordance with Section 2-10.4(6) of the Code of Miami-Dade County, and submit the signed contract ready to be presented to the Board of County Commissioners for final approval no later than sixty (60) days from the date of this memorandum. Should negotiations fail with the first ranked firm, approval is requested by way of this memorandum to initiate negotiations with the second ranked firm.

If a satisfactory agreement cannot be reached within the sixty (60) day period, a report is required to be prepared fully explaining all problems resulting from the negotiations. If negotiations are proceeding within a reasonable timeframe, then negotiations are to continue and the report is to be submitted upon completion. The final contract and report should be sent to the Internal Services Department, A&E Unit.

Approved:

Tara C. Smith, Director
Internal Services Department

9/8/15
Date

Attachments:

1. List of Respondents
2. First Tier Tabulation Sheet
3. Second Tier Tabulation Sheet
3. SBD Compliance Review Memorandum

c: User Department Director
Competitive Selection Committee
Clerk of the Board of County Commissioners

MIAMI DADE COUNTY
OFFICE OF CAPITAL IMPROVEMENTS

LIST OF RESPONDENTS

OCI Project Name: Inspection Services and Environmental Oversight
OCI Project No.: E14-MDAD-02
Measures: 100% Set Aside Tier 2
Number of Agreements: 1
Contract Type: PROJECT SPECIFIC
Submittal Date: 07/06/2015

Submittal No: 1
Prime Name: NOVA CONSULTING, INC.
Trade Name:
Prime Local Preference: Yes
FEIN No.: 650577672

Subs Name	Trade Name	Subs FEIN No.
a. TERRACON CONSULTANTS, INC.		421249917
b. PACE ANALYTICAL SERVICES, INC.		411821617

Submittal No: 2
Prime Name: MILIAN, SWAIN & ASSOCIATES, INC.
Trade Name:
Prime Local Preference: Yes
FEIN No.: 650094999

Subs Name	Trade Name	Subs FEIN No.
a. AMEC FOSTER WHEELER ENVIRONMENT & INFRASTRUCTURE, INC.		911641772
b. SMART-SCIENCES, INC.		462397336

Submittal No: 3
Prime Name: KEITH AND SCHNARS, P.A.
Trade Name:
Prime Local Preference: Yes
FEIN No.: 591406307

Subs Name	Trade Name	Subs FEIN No.
a. GLE ASSOCIATES, INC		592975164
b. PACE ANALYTICAL SERVICES, INC.		411821617
c. ENVIRO - DRILL, INC.		201010981
d. EVERGLADES WASTE REMOVAL SERVICES, LLC		204477571

FIRST - TIER MEETING
AUGUST 13, 2015
MIAMI-DADE AVIATION DEPARTMENT
INSPECTION SERVICES AND ENVIRONMENTAL OVERSIGHT
ISD PROJECT NO. E14-MDAD-02

TABULATION SHEET

	NAME OF FIRM(S)	COMPETITIVE SELECTION COMMITTEE: Gustavo Leal (MDAD)	Guillermo Garcia (MDAD)	Laila Moorey (PWWM)	Rene Clien (WASD)	Herb Balfour (RER)	SUB-TOTAL	Average	Low Disparity	High Disparity	TOTAL QUALITATIVE POINTS	QUALITATIVE RANKING	TOTAL ORDINAL SCORES	ORDINAL RANKING	FINAL RANK
1	NOVA CONSULTING, INC.														
	1A - Qualification of firms including team members associated to the project (Max 50 points)	49	49	45	42	45	230	46	31	61					
	2A - Knowledge and Past Experience of similar type projects (Max 20 points)	19	18	17	16	15	86	17	12	23					
	3A - Past Performance of the Firms (Max. 20 points)	19	19	18	18	18	92	18	12	24					
	4A - Amount of Work Awarded and Paid by the County (Max. 5 points)	4	4	2	3	3	16	3	2	4					
	5A - Ability of team members to interface with the County (Max 5 points)	5	5	5	5	5	25	5	3	7	449				
		96	95	87	84	86					449				
	Ordinal Scores	1	1	2	2	2						2	5	2	2
	Dropped Ordinal Scores	1				2									
	Tie-Breaker(TB) No. 1, 2, 3, 4, 5, & 6 / Criteria(CR) 1A, 2A, 3A, 4A, 5A, Total Qualitative Points for Criteria 1A.														
	Dropped Qualitative Scores											449			
2	MILIAN, SWAIN & ASSOCIATES, INC.														
	1A - Qualification of firms including team members associated to the project (Max 50 points)	46	46	47	45	48	232	46	31	62					
	2A - Knowledge and Past Experience of similar type projects (Max 20 points)	18	18	18	18	18	90	18	12	24					
	3A - Past Performance of the Firms (Max. 20 points)	17	18	16	17	16	84	17	11	22					
	4A - Amount of Work Awarded and Paid by the County (Max. 5 points)	5	5	4	5	5	24	5	3	6					
	5A - Ability of team members to interface with the County (Max 5 points)	4	4	5	5	5	23	5	3	6	453				
		90	91	90	90	92					453				
	Ordinal Scores	2	2	1	1	1						1	4	1	1
	Dropped Ordinal Scores	2				1									
	Tie-Breaker(TB) No. 1, 2, 3, 4, 5, & 6 / Criteria(CR) 1A, 2A, 3A, 4A, 5A, Total Qualitative Points for Criteria 1A.														
	Dropped Qualitative Scores											453			

Fernando V. Porassi, MA Arch., LEED®AP, ISD Chairperson

SECOND - TIER MEETING
AUGUST 26, 2015
MIAMI-DADE AVIATION DEPARTMENT
INSPECTION SERVICES AND ENVIRONMENTAL OVERSIGHT
ISD PROJECT NO. E14-MDAD-02

TABULATION SHEET

	NAME OF FIRM(S)	COMPETITIVE SELECTION COMMITTEE: Gustavo Leal (MDAD)	Guillermo Garcia (MDAD)	Laura Mooney (PWWM)	Rena Chen (WASD)	Herb Balfour (RER)	SUB-TOTAL	Average	Low Disparity	High Disparity	TOTAL QUALITATIVE POINTS	QUALITATIVE RANKING	TOTAL ORDINAL SCORES	ORDINAL RANKING	FINAL RANK
1	NOVA CONSULTING, INC.														
	1B - Knowledge of Project Scope (Max. 50 points)	48	46	48	44	48	234	47	31	62					
	2B - Qualifications of Team Members Assigned to the Project (Max. 40 points)	38	37	38	38	38	189	38	25	50					
	3B - Ability to Provide Required Services within Schedule and Budget (Max. 10 points)	9	9	9	9	9	45	9	6	12					
		95	92	95	91	95									
	Ordinal Scores	1	1	1	2	2					468	1	7	1	1
	Tie-Breaker(TB) No. 1, 2, 3, 4, 5, & 6 / Criteria(CR) 1A, 2A, 3A, 4A, 5A, Total Qualitative Points for Criteria 1A.														
2	MILIAN, SWAIN & ASSOCIATES, INC.														
	1B - Knowledge of Project Scope (Max. 50 points)	45	46	48	46	50	234	47	31	62					
	2B - Qualifications of Team Members Assigned to the Project (Max. 40 points)	38	37	37	37	38	187	37	25	50					
	3B - Ability to Provide Required Services within Schedule and Budget (Max. 10 points)	5	8	9	9	9	40	8	5	11					
		88	90	94	92	97									
	Ordinal Scores	2	2	2	1	1					461	2	8	2	2
	Tie-Breaker(TB) No. 1, 2, 3, 4, 5, & 6 / Criteria(CR) 1A, 2A, 3A, 4A, 5A, Total Qualitative Points for Criteria 1A.														

Fernando V. Ponassi, MA Arch., LEED®AP, ISD Chairperson

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Memorandum

MIAMI-DADE COUNTY

DATE: July15, 2015

TO: Miriam Singer, Sr. Assistant Director
Internal Services Department

FROM: Gary Hartfield, Division Director
Internal Services Department
Small Business Development

SUBJECT: Compliance Review
Project No. E14-MDAD-02
Inspection Services and Environmental Oversight

Small Business Development (SBD), a Division of the Internal Services Department, has completed its review of the subject project for compliance with the Small Business Enterprise (SBE-A/E) Program for Architectural and Engineering Services. The contract measure established for this project is a Tier 2 SBE-A/E Set-Aside with **"Exemption"** in Technical Category 9.06 - Materials Testing/Consulting/Training.

The Professional Services Division of the Internal Services Department has submitted proposals from Nova Consulting, Inc. #1, Milian Swain & Associates, Inc. #2, and Keith and Schnars, P.A. #3 for compliance review. Following is the pre-award compliance status and summary.

STATUS:

1. Nova Consulting, Inc. #2 — Compliant
2. Milian Swain & Associates, Inc. #1 — Compliant
3. Keith and Schnars, P.A. #3 — Non-Compliant

SUMMARY:

Nova Consulting, Inc. (Nova) **#1**, a certified 2nd Tier SBE-A/E firm submitted the required Letter of Agreement listing themselves to perform Water and Sewer Systems-Water Distribution & Sanitary Sewage Collection, Environmental Engineering-Contamination Assessment & Monitoring, General Civil Engineering, and Engineering Construction Management services at 100%. Nova is in compliance with the requirements of the SBE-A/E program.

Milian Swain & Associates, Inc. (Milian) **#2**, a certified 2nd Tier SBE-A/E firm submitted the required Letter of Agreement listing themselves to perform Water and Sewer Systems-Water Distribution & Sanitary Sewage Collection, Environmental Engineering-Contamination Assessment & Monitoring, General Civil Engineering, and Engineering Construction Management services at 93%. Milian also submitted a Letter of Agreement (LOA) listing certified SBE-A/E (sub-consultant) firm Smart-Science, Inc. to perform Environmental Engineering-Contamination Assessment & Monitoring services at 5%. Milian is in compliance with the requirements of the SBE-A/E program.

Keith and Schnars, P.A. #3 submitted an incomplete Letter of Agreement (LOA) along with supporting documents and forms. However, **Keith and Schnars, P.A. is not SBE/A&E certified with Miami Dade County, SBD.** SBD notified Keith and Schnars, P.A. in writing that their bid documents submitted did not comply with the SBE/A & E program requirements. The firm did not request a meeting to provide additional documentation and clarification to assist in the compliance review. As such, **Keith and Schnars, P.A. is not in compliance** with the Implementing Order for the SBE/A & E Program.

SBD has verified that the aforementioned firms are not listed on the Goal Deficit Make-Up Report as of July 1, 2015. Additionally, a review of the History of Violations Report as of July 10, 2015 confirms that the aforementioned firms have no open violations. Please note that SBD staff reviewed and addressed compliance with the SBE-A/E program. The Professional Services Division of the Internal Services Department is responsible for any other issues that may exist.

Should you have any questions or need any additional information, please do not hesitate to contact Coralee Taylor at (305) 375-3115.

c: Fernando Ponassi, ISD
Julie Whiteside, ISD
Traci Adams-Parish, ISD
File

INSPECTION SERVICES AND ENVIRONMENTAL OVERSIGHT PROJECT NO: E14-MDAD-02 PROFESSIONAL SERVICES AGREEMENT

This AGREEMENT made as of the _____day of _____in the year 20___, between

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

and the Architect/Engineer: **Nova Consulting, Inc.**
10486 N.W. 31st Terrace
Doral, FL 33172

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

For the Project: **Inspection Services and Environmental Oversight**

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

PROFESSIONAL SERVICES AGREEMENT

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APPENDIX 5 SUBCONTRACTOR PAYMENT REPORT

AFFIDAVITS

WITNESSETH

ARTICLE 1

DEFINITIONS

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

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

1.3 AIRPORT: shall mean Miami International Airport, MIA, Miami Opa-locka Airport, Miami Homestead General Aviation Airport, Miami Executive Airport and Dade-Collier Training and Transition Airport.

1.4 AGREEMENT: This written Agreement between the Owner and the A/E, including the Appendices attached hereto and all Amendments and Service Orders issued by the Owner hereunder.

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

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

1.7 ARCHITECT/ENGINEER (A/E or CONSULTANT): The named entity on page 1 of this Agreement.

1.8 ART IN PUBLIC PLACES: A Miami-Dade County program responsible for initiating and overseeing the incorporation of art into new County facilities.

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

1.10 SMALL BUSINESS ENTERPRISE (SBE-A/E) (Formerly Community Business Enterprise): A firm providing architectural, landscape architectural, engineering, or surveying and mapping professional services, including a design-build firm, which has a valid business tax receipt issued by Miami-Dade County at least one (1) year prior to certification, an actual place of business in Miami-Dade County, not a Virtual Office, and whose three (3) year average annual gross revenues do not exceed $500,000.00 for all

Tier 1 SBE-A/Es, $2,000,000.00 for all Tier 2 SBE-A/Es, $4,500,000.00 for Tier 3 SBE-A/Es in the case of architectural services, or $6,000,000.00 for Tier 3 SBE-A/Es in the case of landscape architectural services, engineering, and surveying and mapping services.

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

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

1.13 CONTRACT DOCUMENTS: The legal agreement between the Owner and the Contractor for performance of Work. The documents prepared by the A/E in accordance with the requirements of a Service Order(s) issued hereunder that form the basis for which the Owner can receive bids for the Work included in the documents. The Contract Documents shall include, but not be limited to, the Advertisement for Bids, Instructions to Bidders, Bid Form, Bid Bond, Contract Summary, Surety Performance and Payment Bond, General Conditions, Special Provisions, Division 1, Technical Specifications, and Plans together with all Addenda, and subsequent Change Orders, and Work Orders.

1.14 CONTRACTOR: The firm, company, corporation, or joint venture contracting with the Owner for performance of Work covered in the Contract Documents.

1.15 DAYS: Reference made to Days shall mean consecutive calendar days.

1.16 DEDICATED SERVICES: Services performed pursuant to a Dedicated Allowance Account(s) that are beyond the requirements for Primary Services and Additional Services under this Agreement and shall be performed as required upon receipt of a Service Order. Such Services, if any, are specified in the Special Provisions.

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

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

1.19 DESIGN DELIVERABLES: Deliverables to be presented and Services to be performed by the A/E at various Phases of design. The design deliverables are to comply with the requirements of the Deliverables Requirements Manual and/or Service Order.

1.20 DESIGN DEVELOPMENT: That portion of the Services comprising of the Primary Services which the A/E shall perform in accordance with the terms of this Agreement when directed and authorized by Service Order.

1.21 DESIGN GUIDELINES MANUAL: A manual provided by the Owner which comprises design standards and guidelines for use by the A/E and other design professionals as provided by Service Order. It is made a part of this Agreement by reference.

1.22 DESIGN SCHEDULE AND COST MANAGEMENT PLAN (DSCMP): A progress schedule and earned value measurement plan for the Design Deliverables that will be developed by the A/E in accordance with the Project and Phase schedule provided by the Owner. The DSCMP shall meet all Project and Phase milestones in the Owner provided schedule and shall be approved by the Project Manager. The Design Schedule and Cost Management Plan (DSCMP) earned value procedures are based upon the agreed weighted percentage values of the deliverables for each Primary Services Phase.

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

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

1.25 EQUAL EMPLOYMENT OPPORTUNITY: Opportunity provided by the A/E pursuant to Executive Order 11246, as amended, and required to be part of all contracts covered by said Executive Order.

1.26 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.

1.27 FIXED LUMP SUM: A basis for compensation of the A/E for Services performed.

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

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

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

1.31 OWNER: Miami-Dade County acting through the Department. The term Owner as used in this Agreement shall exclude the regulatory departments of Regulatory and Economic Resources (RER), Zoning and Development Services Division, (formerly the Building and Zoning Department); Department of Public Works and Waste Management (PWWM); the Fire Department; and Water & Sewer Department; or their successors.

1.32 PERIOD OF WORK RELATED SERVICES: Services beginning on the date established in the Notice to Proceed (NTP) for commencement of the Work through the time allowed for substantial completion of the Work contained in the Contract Documents.

1.33 PHASE: The portion of the Primary Services that shall be accomplished by the A/E for each of the Project's elements or a portion or combination thereof as described in the article "Primary Services" herein:

Phase 1A.	-	Program Verification
Phase 1B	-	Schematic Design
Phase 2	-	Design Development
Phase 3A	-	30% Contract Documents
Phase 3B	-	75% Contract Documents
Phase 3C	-	100% Contract Documents
Phase 3D	-	Bid Documents
Phase 4	-	Bidding & Award of Contract
Phase 5	-	Work Related Services

1.34 PLANS: The drawings prepared by the A/E which show the locations, characters, dimensions and details of the Work to be done and which are parts of the Contract Documents.

1.35 PRIMARY SERVICES: Those services that the A/E shall perform in accordance with the terms of the Agreement as directed and authorized by Service Order(s). Any Services not specifically addressed as Additional Services, Work Site Services, or Dedicated Services are considered Primary Services.

1.36 PRIMARY SERVICES FEE: The basis for compensation of the A/E for the Primary Services performed under this Agreement.

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

1.38 PROFESSIONAL CONSTRUCTION ESTIMATOR: An individual construction estimator affiliated with a professional firm, company, joint venture, or corporation to provide and analyze cost estimates of the Project and individual Project Elements or parts thereof in order to determine the Probable Construction Cost at each Phase of the Primary Services requiring the submittal of a Probable Construction Cost

1.39 PROGRAM: The initial description of a Project that comprises line drawings, narrative, cost estimates, Project Budget, etc., provided by the Owner in the form of a Project Definition Book and furnished to the A/E.

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

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

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

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

1.44 PROLONGED PERIOD OF WORK RELATED SERVICES: The period from the original completion date of the Contract as awarded to the date of official acceptance by the Owner of the Report of Contract Completion furnished by the A/E.

1.45 PUNCH LIST: A running list of defects in the Work as determined by the A/E 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.

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

1.47 REIMBURSABLE EXPENSES: Those expenses delineated in Article 6 "Reimbursable Expenses" of this Agreement which are separately approved by the Owner that are incurred by the A/E in the fulfillment of this Agreement and which are to be compensated to the A/E in addition to the Primary Services Fee.

1.48 REVIEW SET: A partial or complete set of Contract Documents, provided by the A/E in accordance with the Deliverables Requirements Manual and/or Service Order, at the specified percentage of completion of a Phase of the Primary 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 A/E's work nor relieve the A/E of the responsibility for the completeness and accuracy of its Services.

1.49 SCHEMATIC DESIGN: That portion of the Primary Services which the A/E shall perform in accordance with the terms of this Agreement.

1.50 SERVICE ORDER: A written order (consecutively numbered for reference and control purposes) initiated by the Project Manager in accordance with this Agreement, and countersigned by the Director, and by the A/E, directing the A/E to perform or modify the performance of any portion of the Services.

1.51 SERVICES: All services, work and actions by the A/E performed pursuant to or undertaken under this Agreement.

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

1.53 SUBSTANTIAL COMPLETION: The stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the Project for its intended use and shall occur when the A/E issues a certificate of Substantial Completion. At this stage, all Punch List work should be able to be completed by the Contractor in less than sixty (60) calendar days. The Certificate of Substantial Completion shall not be issued prior to the Contractor obtaining a Final Certificate of Occupancy or a Temporary Certificate of Occupancy and a Final Certificate of Use or a Temporary Certificate of Use from RER's, Zoning and Development Division.

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

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

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

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

1.58 WORK ORDER: A written order, authorized by the Owner, directing the Contractor to perform work under a specific Allowance Account(s) or which directs the Contractor to perform a change in the work that does not have a monetary impact.

1.59 WORK-RELATED SERVICES: Those portions of the Primary Services that the A/E shall perform in accordance with the terms of this Agreement when directed and authorized by a Service Order

1.60 WORK SEQUENCING SCHEDULE AND STAGING PLAN: Plans prepared by the A/E showing the stage-by-stage sequence of construction, the impact on adjacent or related facilities, and on Airport operations, as well as other features, as necessary, related to the overall schedule of construction.

1.61 WORK-SITE SERVICES: Those optional portions of the Services, beyond the requirements of Work-Related Services, involving the providing of on-site resident services, that the A/E shall perform as the Field Representative in accordance with the terms of this Agreement if directed and authorized by Service Order(s).

ARTICLE 2

INFORMATION TO BE FURNISHED BY THE OWNER

2.1 INFORMATION TO BE FURNISHED BY THE OWNER: The information to be furnished by the Owner will be delineated in each Service Order. The Owner will furnish the information to the A/E no later than forty-five (45) days from the issuance of each Service Order.

2.2 OBLIGATION OF THE A/E: The A/E 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 A/E. 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 A/E has satisfied itself as to the reliability of the information.

ARTICLE 3

GENERAL PROVISIONS

3.1 INDEMNIFICATION AND HOLD HARMLESS:

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

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

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

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

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

3.2.1 The A/E shall provide (at its own cost):

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

b. Automobile Liability Insurance, covering all owned, non-owned, and hired vehicles used in connection with the work in an amount not less than $1,000,000 combined single limit for bodily injury and property damage liability.

Under no circumstances are vehicles permitted on the Air Operations Area (AOA) without increasing automobile coverage to $5,000,000. Only company owned or company leased vehicles leased from a leasing company will be permitted on the airfield. No such vehicles shall be permitted airfield access following final acceptance of the Work.

c. Commercial General Liability Insurance on a comprehensive basis, including contractual liability, products, and completed operations, in an amount not less than $300,000 combined single limit, per occurrence for bodily injury and property damage. Miami-Dade County must be an Additional Insured with respect to this coverage.

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

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

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

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

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

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

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

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

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

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

3.5 SUB-CONSULTANTS: All services provided by the Sub-consultants shall be consistent with those commitments made by the A/E during the selection process and interview. Such services shall be pursuant to appropriate agreements between the A/E 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 A/E shall not change any Sub-consultant without prior approval by the Director in response to a written request from the A/E 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 A/E to the Owner. The A/E 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 A/E may employ Sub-consultants to assist the A/E in performing specialized Services. Payment of such Sub-consultants employed at the option of the A/E shall be the responsibility of the A/E and shall not be cause for any increase in compensation to the A/E for the performance of the Primary Services. The quality of services and acceptability to the Owner of the services performed by such Sub-consultants shall be the sole responsibility of the A/E.

3.6 TERM OF AGREEMENT: This term of this Agreement shall be for six (6) years and shall begin upon execution by the parties and shall be in effect until all Services are completed or until those Services Orders in force at the end of the stated period of time have been completed and the Services accepted, whichever may be later.

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

3.7 TERMINATION OF AGREEMENT: This Agreement may be terminated upon 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 A/E may terminate this Agreement for cause in the event that the Owner willfully violates any provisions of the Agreement. The A/E shall have no right to terminate this Agreement for convenience of the A/E, without cause.

3.7.1 Owner's Termination for Cause: The Owner may terminate this Agreement or any Service Order upon seven (7) days written notice for cause in the event that the A/E 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 A/E shall spell out the cause and provide reasonable time in the notification to remedy the cause.

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

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

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

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

3.7.3 A/E's Termination for Cause: The A/E 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 A/E exercises its right to terminate this Agreement for cause, payment for Services satisfactorily performed prior to the date of termination shall be made in accordance with the article "Compensation for Services".

3.7.4 Implementation of Termination: In the event of termination, either for cause or for convenience, the A/E, upon receipt of the Notice of Termination, shall;

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

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

3.8 SANCTIONS FOR CONTRACTUAL VIOLATIONS:

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

3.9 INTENT OF AGREEMENT:

3.9.1 The intent of the Agreement is for the A/E to provide Inspection Services and Environmental Oversight services, and to include all necessary items for the proper completion of such services. The A/E shall perform, as Primary Services, such incidental work, which may not be specifically referenced, as necessary to complete the Project.

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

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

3.10 SOLICITATION: The A/E warrants that: 1) it has not employed or retained any company or person, other than a bona fide employee working solely for the A/E, 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 A/E 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 A/E for any reason whatsoever.

3.11 ACCOUNTING RECORDS OF ARCHITECT/ENGINEER: The Owner reserves the right to audit the accounts and records of the A/E 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 A/E shall maintain, as part of its regular accounting system, records of a nature and in a sufficient degree or detail to enable such audit to determine the personnel hours and personnel costs and other expenses associated with each Project and/or task authorized for performance by Service Order(s). In accordance with Florida Statutes 287.055, the A/E hereby certifies and warrants that wage rates and other factual unit costs as submitted supporting the compensation provided here are accurate, complete, and current as of the date of the submittal. It is further agreed that said compensation provided for in this agreement shall be adjusted to exclude any significant costs where the Owner determines that the payment for Services was increased due to inaccurate, incomplete, or non-current wage rates or other factual unit costs. All such adjustments in compensation paid or payable to A/E under this Agreement shall be made within three (3) years from the date of final billing or acceptance of the Services by the Owner, whichever is later.

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

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

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

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

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

The IG may, on a random basis, perform audits on all County contracts throughout the duration of said contract (hereinafter "random audits"). This random audit is separate and distinct from any other audit by the County. To pay for the functions of the Office of the Inspector General, any and all payments to be made to the Consultant under this contract will be assessed one quarter of one percent of the total amount of the payment, to be deducted from each progress payment as the same becomes due, unless this Agreement is federally funded where federal or state law or regulations preclude such a charge or where such a charge is otherwise precluded as stated in the Special Provisions (see Article 9). The Consultant shall, in stating its agreed prices, be mindful of this assessment, which will not be separately identified, calculated, or adjusted in the proposal or bid form.

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

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

INDEPENDENT PRIVATE SECTOR INSPECTOR GENERAL

The attention of the Consultant is hereby directed to the requirements of A.O. 3-20 and Resolution No. 516-96: the County shall have the right but not the obligation, to retain the services of an Independent Private Inspector General (IPSIG) who may be engaged to audit, investigate, monitor, oversee, inspect, and review the operations, activities, and performance of the Consultant and County in connection with this contract. The scope of services performed by an IPSIG may include, but are not limited to, monitoring and investigating compliance with Contract Specifications; project costs; and investigating and preventing corruption and fraud.

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

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

3.13 OWNERSHIP OF DOCUMENTS AND COPYRIGHTS:

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

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

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

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

3.13.5 The Owner shall own rights to all passwords necessary to access Project registration and certification data submitted to the Green Building Certification Institute (GBCI) via internet websites or other means.

3.14 LAWS AND REGULATIONS:

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

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

3.14.3 Portions of the work produced under this Agreement may be determined by the Owner to contain Security Sensitive Information (SSI). Upon notification by the Owner, the A/E and its sub-consultants under this Agreement shall follow security requirements of the Transportation Security Administration (TSA), 49 CFR Parts 1500, et al., Civil Aviation Security Rules, and other MDAD Security Procedures. Documents deemed by the Owner to contain SSI shall bear the following warning:

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

3.14.4 In accordance with Florida Statutes 119.071 (3) (b), building plans, blueprints, schematic drawings, and diagrams, including draft, preliminary, and final formats, which depict the internal layout and structural elements of a building, arena, stadium, water treatment facility, or other structure owned or operated by an agency, before, on, or after the effective date of this act, are exempt from s. 119.07 and s. 24(a), Art. I of the State Constitution. Information

made exempt by this paragraph may be disclosed to another governmental entity with prior approval by the Owner if disclosure is necessary for the receiving entity to perform its duties and responsibilities; to a licensed architect, engineer, or contractor who is performing work on or related to the building, arena, stadium, water treatment facility, or other structure owned or operated by an agency; or upon a showing of good cause before a court of competent jurisdiction. The entities or persons receiving such information shall maintain the exempt status of the information.

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

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

In addition to the above requirements in this sub-article, the A/E 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 are not limited to:

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

3.14.5.2 The A/E and its subconsultant(s) agree in writing that the project documents are to be kept and maintained in a secure location.

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

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

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

3.16 WARRANTY: The A/E 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.

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

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

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

3.18.2 In order to maintain high levels of security at MIA, the A/E must obtain MDAD photo identification badges for all the A/E's employees working in the Secured/AOA/SIDA/Sterile Areas or any other restricted areas of the Airport. MDAD issues two (2) types of identification badges: photo identification badges and non-photo passes. All employees, except temporary workers (working less than two (2) weeks), will be required to obtain photo identification badges and will be subject to Federal Bureau of Investigation (FBI) fingerprint-based Criminal History Records Check (CHRC). Temporary workers (working less than two (2) weeks) will be issued non-photo passes. At no time will an employee bearing a non-photo identification badge be authorized in a secured MIA location without being escorted by an MDAD authorized Escort Authority that has been issued a badge with an escort seal by the MDAD ID Section. No other individuals are allowed to escort under any circumstances.

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

3.18.4 All employees of the A/E, or Subconsultants, who must work within MDAD Secured/AOA/SIDA/Sterile Areas or any other restricted areas at MIA shall be supplied with MDAD identification badges as specified above, which must be worn at all times while within the referenced areas. Badges shall be worn on outer garments above the waist so as to be clearly visible in order to

distinguish, on sight, employees assigned to a particular contractor. MDAD issues the non-photo passes on a daily basis, not to exceed two (2) weeks. In order to obtain a non-photo pass, the A/E must submit a 48 Hour Advance Notification form with required information to the MDAD Security Division, ID Section, for all temporary workers requiring access to the MDAD Secured/AOA/SIDA/Sterile Areas or other restricted areas of the Airport. Non- photo passes will not be issued to temporary workers who have failed a criminal history records check, are in possession of an expired work permit, and/or have an expired MDAD ID badge. Each employee must complete the SIDA training program conducted by MDAD and comply with all other TSA, DHS, CBP, FAA or MDAD requirements as specified by the MDAD at the time of application for the ID badge before an ID badge is issued. MDAD Security and Safety ID Section regularly provide SIDA Training.

3.18.5 A/E Ramp Permits will be issued to the A/E authorizing vehicle entrance to the AOA through specified MDAD guard gates for the term of any Project. These permits will be issued only for those vehicles (including vehicles belonging to the Subconsultant) that must have access to the site during the performance of the Work. These permits will be only issued to company owned vehicles or to company leased vehicles (leased from a commercial leasing company). AOA decals, passes, or permits to operate within the Secured/AOA/SIDA will not be issued to privately owned or privately leased vehicles. All vehicles operating within the Secured/AOA/SIDA must have conspicuous company identification signs (minimum of three (3) inch lettering) displayed on both sides of the vehicle.

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

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

3.18.7 Only A/E management level staff and supervisors with pictured MDAD I.D. badges shall be allowed to operate a motor vehicle on the Secured/AOA/SIDA without MDAD escort except when operating a vehicle that requires a specialized license to operate (CDL). Such vehicles must be under MDAD Airside Operations escort when moving on the AOA unless said vehicle is

operating in an approved MOT. The A/E shall require such employee to have a current, valid, appropriate Florida driver's license and to attend and successfully complete the AOA Driver Training Course conducted periodically by the Department. The privilege of a person to operate a motor vehicle on the Secured/AOA/SIDA may be withdrawn by the Department due to violation of AOA driving rules, or loss of Florida driver's license, or other cause.

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

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

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

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

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

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

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

3.18.14 In addition to the foregoing, the A/E shall be required to comply with the U.S. Customs and Border Protection (CBP) requirements for obtaining CBP seals for those A/E employees that will be involved within the CBP/FIS environment at MIA. The A/E shall be responsible for all related fees for required bonding, fingerprinting, and background investigations of A/E personnel.

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

3.19 NON-EXCLUSIVITY: Notwithstanding any provision of this Non-Exclusive Agreement, the Owner is not precluded from retaining or utilizing any other architect, engineer, design professional, or other consultant to perform any incidental Primary Services, Additional Services, or other Professional Services within the contract limits defined in the agreement. The A/E shall have no claim against the County as a result of the County, electing to retain or utilize such other Architect, Engineer, Design Professional, or other consultant to perform any such incidental Services.

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

3.21 ARCHITECT/ENGINEER RESPONSIBILITY:

3.21.1 The A/E is responsible for the professional quality, technical accuracy, completeness, performance and coordination of all work required under the Agreement (including the work performed by Subconsultants), within the specified time period and specified cost. The A/E shall perform the work utilizing the skill, knowledge, and judgment ordinarily possessed and used by a proficient consulting A/E with respect to the disciplines required for the performance of the work in the State of Florida. The A/E is responsible for, and represents that the work conforms to, the Owner's requirements as set forth in the Agreement. The A/E shall be and remain liable to the Owner for all damages in accordance with applicable law caused by any failure of the A/E or its Subconsultants to comply with the terms and conditions of the Agreement or by the A/E's or Subconsultants' misconduct, unlawful acts, negligent acts, errors, or omissions in the performance of the Agreement. The A/E is responsible for the performance of work by Subconsultants and in approving and accepting such work, ensure the professional quality, completeness, and coordination of Subconsultant's work.

3.21.2 In addition to all other rights and remedies that the Owner may have, the A/E shall, at its expense, re-perform the services to correct any deficiencies that result from the A/E's failure to perform in accordance with the above standards. The A/E shall also be liable for the cost of replacement or repair of any defective materials and equipment and re-performance of any non-conforming construction services resulting from such deficient A/E services for a period from the commencement of this Agreement until twelve (12) months following final acceptance of the Work, or for the period of design liability required by applicable law.

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

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

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

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

3.24 PROMPT PAYMENT: It is the policy of Miami-Dade County that payment for all purchases by County agencies and the Public Health Trust (PHT) 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 PHT, and not made within the time specified by this section, shall bear interest from thirty (30) days after the due date at the rate of one percent (1%) per month on the unpaid balance. Further, proceedings to resolve disputes for payment of obligations shall be concluded by final written decision of the County Mayor, or his/ her designee(s), no later than sixty (60) days after the date on which the proper invoice was received by the County or the PHT.

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

3.26 ETHICS COMMISSION: Pursuant to Section 2-11.1(w) of the Code of Miami-Dade County, the Ethics Commission has jurisdiction over Consultants and vendors. The Consultant firm must provide the Ethics Commission with a written report regarding its compliance with any restriction contained in the advisory opinion issued by the Ethics Commission to the Consultant firm, sub-consultants, or team members within ninety (90) days of each task assignment. The report must be submitted to the Executive Director, Commission on Ethics and Public Trust at 19 West Flagler St., Suite 207, Miami, Florida 33130.

3.27 TRUTH IN NEGOTIATION: Pursuant to A.O. 3-39 and Florida Statutes Chapter 287.055 5(a): For all lump sum costs or costs plus a fixed fee contract in which a fee will exceed One Hundred Fifty Thousand Dollars ($150,000; 287.017 – category four), the County will require the firm receiving the award to execute a Truth-In-Negotiation Certificate as required by Chapter 287, Florida Statutes.

3.28 SUSTAINABLE BUILDINGS PROGRAM: Pursuant to Implementing Order 8-8, design of this project shall meet the standards delineated in Article 9.

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

3.30 ENERGY PERFORMANCE (EP ACT): Pursuant to Resolution No. R-740-08, A/E agrees to the following terms and conditions of engagement if awarded the Agreement for the work described herein: (1) [Miami-Dade County reserves the right to designate any eligible entity as the "Designer" of the energy efficient improvements incorporated in this Project for the purposes of allocating accelerated depreciation benefits pursuant to Section 179D of the Internal Revenue Code of 1986, as amended (the "Code"); (2) if Miami-Dade County determines that A/E shall receive accelerated depreciation benefits as a "Designer" for the purposes of Section 179D of the Code, or that A/E shall otherwise benefit financially from the monetization of the accelerated depreciation benefit, A/E shall agree to discount its Agreement price or provide a cash rebate to Miami-Dade County. The determination of rebate versus discount shall be determined by Miami-Dade County at its sole discretion. The amount of the incremental financial benefit realized by the A/E as a result of the accelerated depreciation benefit or the monetization thereof, such actual percentage shall be negotiated in good faith by Miami-Dade County at the time the financial benefit to [A/E, Consultant] becomes ascertainable; (3) Miami-Dade County reserves the right to retain a third party consultant ("EP ACT Consultant") to manage and administer the process of obtaining and monetizing the accelerated depreciation benefit derived from the Project and to designate the Energy Efficiency Consultant as the "Designer" of the energy efficient improvements for the purposes of Section 179D of the Code; and (4) A/E agrees to cooperate in all reasonable respects with the Energy Efficiency Consultant's efforts to obtain and monetize any such benefits derived from the Project on behalf of Miami-Dade County.

The County shall have no obligation to designate any entity "the Designer", to pursue such benefits on behalf of the [A/E, Consultant], or to cooperate with [A/E, Consultant] in securing these benefits.

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

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

ARTICLE 4

PRIMARY SERVICES

4.1 START OF WORK: No Services under this Agreement shall be performed by the Consultant prior to the receipt of an appropriate Service Order. Each Service Order shall specify

- the scope of work, time of completion, deliverables and total compensation for the services authorized;
- the consequences for failure of the Consultant to meet the Projected schedule.

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

4.2 PRIMARY SERVICES SCHEDULE AND SUMMARY: The Consultant agrees to furnish or cause to be furnished to the extent authorized by Service Order all Inspection and Environmental Oversight services, as further specified below, designated as Primary Services. Prior to receipt by the Consultant of a Service Order to proceed with any agreed work, the Consultant shall prepare and submit to the Owner, for its review and approval, a schedule for the particular primary service to be performed, a proposed fee and schedule.

The Consultant is firmly obligated to complete the services in accordance with the negotiated fee and schedule, and shall furnish sufficient personnel, equipment, and facilities and shall work such hours as necessary to assure such completion. The Consultant shall meet as specified in the Service Order with the Project Manager to review the Consultant's progress. The Consultant may request modifications to the schedule by submitting a written request to modify with supporting justification. It shall be at the Owner's sole discretion whether to grant such a modification.

4.2.1 The Consultant shall furnish or cause to be furnished all professional services prescribed in the Special Provisions (Article 8) of this Agreement and all other services normally required for an airport project of this type.

4.2.2 It shall be the responsibility of the Consultant to follow and be responsive to the technical and schedule guidance and oversight furnished by the Project Manager.

4.2.3 All Primary Services shall comply with and be in conformance to the Owners requirements.

4.2.4 Throughout the Primary Services, the Consultant shall coordinate its Services with other Owner provided consultants, as specified in the Service Order.

4.2.5 The Consultant shall submit to the Owner the deliverables listed under the Service Order in the format approved by the Owner. For any items not being submitted, the Consultant shall submit either a written statement as to why such

items are not being submitted as required or an approved waiver for the omission. The Owner reserves the right to reject all or part of any submittals that are not complete in their content as required herein. The Consultant shall be totally responsible for any additional costs resulting from such rejections and shall not be compensated in any manner by the Owner therefore.

4.2.6 Throughout the Primary Services, the Consultant shall assist the Owner in identifying work that is eligible for Federal/State grant-in-aid participation. The Consultant shall assist in reviewing applications prepared by the Owner and the Project Manager as applicable.

4.3 MEETINGS AND REPORTS

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

4.3.2. Throughout all phases of the Primary Services, all drawings shall be produced by computer and the electronic submittal required under this contract shall consist of the digital plot files and digital working files in AUTOCAD Map 2000i format with files maintained on compact disks. The A/E must submit all original working drawings in an electronic vector format with an AUTOCAD drawing extension ".dwg". Within the drawing, all external reference files must be bound into one file that represents each of the drawings (hardcopy/prints) in the construction document set. With each submittal, all supporting electronic files, such as images, fonts, and line types, shall be included with the drawings. All drawings must comply with and use a layering format adopted by MDAD and referred to as the Technical Support Facility Management Layering system.

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

The A/E shall submit hard and electronic format (as specified herein or otherwise by MDAD) copies of all required documents for review, comments, and approval by the Owner. The number of copies and the distribution of those copies shall be specified in the Service Order.

ARTICLE 5

ADDITIONAL AND WORK-SITE SERVICES

5.1 AUTHORIZATION: Any Services beyond the requirements for Primary Services shall be performed by the A/E 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 A/E. The A/E shall have no claim to any of these Services except as authorized by the Owner with a Service Order.

5.2 ADDITIONAL SERVICES: Additional Services listed below are beyond the requirements for Primary Services under this Agreement and shall be performed upon receipt of a Service Order.

5.2.1 Services with respect to verification of Owner-supplied information that cannot be made visually or by careful review of the available information, but which requires extraordinary investigation, such as excavation, demolition or removal, as well as investigations and the development of additional information, as agreed to by the Owner, required as a result of deficiencies in the as-built conditions, utility information, survey information and/or soils investigation which are deemed necessary to provide a satisfactory basis on which to perform the Primary Services.

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

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

5.2.3 Extended assistance requested in writing by the Owner for the preparation of operating and maintenance manuals, other than those provided by the Contractor, subcontractors, or manufacturer, in accordance with the Contract Documents.

5.2.4 Preparing to serve or serving as an expert witness at the request and on behalf of the Owner, in connection with the Project or any Project Element or component thereof, except in situations where such service is a result of the A/E's errors, omissions, or ambiguities.

5.2.5 Professional services required after acceptance of the Work by the Owner except as otherwise required under Primary Services.

5.2.6 Professional services made necessary by the default of the Contractor or by major defects in work performed under the construction Contract that have not resulted from errors, omissions, or ambiguities of the A/E.

5.2.7 Environmental services beyond that which is required to verify Owner-supplied information or that is beyond the scope of the Primary Services herein.

5.2.8 Consultation concerning replacement of any work damaged by fire or other disaster.

5.2.9 Environmental remediation engineering services will be negotiated, authorized, and paid as Primary Services

5.2.10 Services required to participate in, or otherwise assist the Owner during bid protests or negotiations with the bidder(s) after bid opening, but before the award of the Contract with the Contractor.

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

5.3 WORK-SITE/RELATED 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 A/E shall provide an on-site resident Field Representative(s) approved by the Owner who shall act as the agent of the A/E. The Work-Site Services shall be defined by Service Order, performed in accordance with the MDAD Construction Inspection Services Manual, and agreed to by the A/E and the Owner.

The A/E shall fulfill all other requirements and duties, not a part of the Primary Services, imposed on the A/E through Service Order by direction of the Owner.

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

ARTICLE 6

REIMBURSABLE EXPENSES

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

6.1 Sub-consultants not included as part of the original Consultants team, when recommended by the A/E, and approved by the Owner in writing, and when in the opinion of the A/E, said Sub-consultant services are necessary of the accomplishment of the Services.

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

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

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

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

ARTICLE 7

EQUAL EMPLOYMENT OPPORTUNITY AND AFFIRMATIVE ACTION

7.1 EQUAL EMPLOYMENT OPPORTUNITY: The A/E shall not discriminate against any employee or applicant for employment because of race, color, national origin, religion, ancestry, sex, pregnancy, age, disability, marital status, familial status, sexual orientation, gender identity or gender expression or status as victim of domestic violence, dating violence or stalking, nor in accordance with the Americans with Disabilities Act, discriminate against any otherwise qualified employees or applicants for employment with disabilities who can perform the essential functions of the job with or without reasonable accommodation. The A/E shall take affirmative actions to ensure that applicants are employed and that employees are treated during their employment without regard to race, color, national origin, religion, ancestry, sex, pregnancy, age, disability, marital status, familial status, sexual orientation, gender identity, gender expression, status as victim of domestic violence, dating violence, or stalking. Such actions include, but are not limited to, the following: Employment, upgrading, transfer or demotion, recruitment, recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship.

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

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

7.2 NON-DISCRIMINATORY ACCESS TO PREMISES AND SERVICES: The A/E, for itself, its personal representatives, successors in interest, and assigns, as part of the consideration hereof, does hereby covenant and agree as a covenant that: (1) no person on the grounds of race, color, national origin, religion, ancestry, sex, pregnancy, age, disability, marital status, familial status, sexual orientation, gender identity or gender expression or status as victim of domestic violence, dating violence or stalking shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of the premises, including the construction of any improvements, or services provided the A/E; (2) that the A/E shall use the Airport in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended; (3) the A/E shall use the premises in compliance with all other requirements imposed by or pursuant to the enforceable regulations of the

Department of Transportation as amended from time to time; and (4) the A/E shall obligate their sub-consultants to the same non-discrimination requirements imposed on the A/E and assure said requirements are included in those sub-agreements.

7.3 BREACH OF NON-DISCRIMINATION COVENANTS: In the event it has been determined that the A/E has breached any enforceable non-discrimination covenants contained in Section 7.1 Equal Employment Opportunity and Section 7.2 Nondiscriminatory Access to Premises above, pursuant to the complaint procedures contained in the applicable Federal regulations, and the A/E fails to comply with the sanctions and/or remedies which have been prescribed, the County shall have the right to terminate this Agreement pursuant to the Termination of Agreement section hereof.

7.4 NON-DISCRIMINATION: During the performance of this Agreement, the A/E agrees as follows: The A/E shall, in all solicitations or advertisements for employees placed by or on behalf of the A/E, state that all qualified applicants will receive consideration for employment without regard to race, color, national origin, religion, ancestry, sex, pregnancy, age, disability, marital status, familial status, sexual orientation, gender identity or gender expression or status as victim of domestic violence, dating violence or stalking. The A/E shall furnish all information and reports required by Executive order 11246 of September 24, 1965, as amended by Executive order 11375 and by rules, regulations, and orders of the Secretary of labor, or pursuant thereto, and will permit access to A/E books, records, accounts by the County and Compliance Review Agencies for purposes of investigation to ascertain by the compliance with such rules, regulations, and orders. In the event of the A/E's noncompliance with the non-discrimination clauses of this Agreement or with any of the said rules, regulations, and orders, this Agreement may be cancelled, terminated, or suspended in whole or in part in accordance with the Termination of Agreement section hereof and the A/E may be declared ineligible for further contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 and such sanctions as may be imposed and remedies invoked as provided in Executive Order 11375 and such sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 as amended or by rules, regulations, and orders of the Secretary of Labor, or as otherwise provided by law.

The A/E will include Section 7.1 Equal Employment Opportunity and Section 7.2 Nondiscriminatory Access to Premises of this Article in A/E sub-contracts in excess of $10,000.00, unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375, so that such provisions will be binding upon each sub-consultant.

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

7.5 DISABILITY NON-DISCRIMINATION AFFIDAVIT: By entering into this Agreement with the County and signing the Disability Non-discrimination Affidavit, the A/E attests.

that it is not in violation of the Americans with Disabilities Act of 1990 (and related Acts) or Miami-Dade County Resolution No. R-385-95. If the A/E or any owner, subsidiary or other firm affiliated with or related to the A/E is found by the responsible enforcement officer of the Courts or the County to be in violation of the Act or the Resolution, such violation shall render this Contract terminable in accordance with the Termination of Agreement section hereof. This Contract shall be void if the A/E submits a false affidavit pursuant to this Resolution or the A/E violated the Act or the Resolution during the term of this Contract, even if the A/E was not in violation at the time it submitted its affidavit.

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

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

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

7.7 CONTRACT MEASURES: The A/E is required under this agreement to achieve the Contract Measures applied to this Project as shown in the Special Provisions of this Agreement and the attached Letter(s) of Agreement as presented in the A/E's Proposal for the Project.

To fulfill the requirements of this Article, the A/E must comply with Miami-Dade County, I.O. 3-32, Community Business Enterprise Program (CBE) (Now Known as SBE-A/E) (**Appendix 4**).

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

ARTICLE 8
COMPENSATION FOR SERVICES

Unless otherwise authorized by Amendment to this Agreement, payments to the Consultant for Primary Services and Reimbursable Expenses performed shall not exceed **ONE MILLION THREE HUNDRED THOUSAND DOLLARS** ($1,300,000.00) and shall be disbursed as reflected herein.

All allocations of money as between Primary, Work-Site, Work-Related, and Dedicated services are for budgetary purposes only. The County, in issuing service orders, may transfer monies between such service categories without restraint, subject to the overall contract allocation for this Agreement. 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.

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

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

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

CATEGORY	TITLE	FLAT RATE ($/HR)
I	Principal	$150.00
II	Project Manager	$130.00
III	Senior Engineer	$115.00
IV	Professional Engineer	$120.00
V	Staff Engineer	$100.00
VI	Design / Engineer Technician	$85.00
VII	Field Inspector	$85.00
VIII	Field Support	$85.00
IX	Administrative Support/Clerical	$55.00

The maximum flat rate for all other personnel, not listed above shall not exceed **$130.00** per hour. The Owner reserves the right to adjust the maximum flat rate.

8.1.1.2 Not to Exceed: Under this compensation basis, the Consultant is compensated for the actual time of personnel engaged directly in performing Services under this Agreement. In addition, the Consultant is compensated for other related services necessary to complete the required services. A not to exceed cap for the total fee for each assignment given

under this compensation basis shall be established prior to the issuance of the Service Order. The compensation method shall be in accordance with the compensation schedule as shown in 8.1.1.1 of this Agreement.

8.1.1.3 Agreed Lump Sum: Under this compensation basis, the Consultant agrees to perform specifically described Services for an agreed fixed dollar amount of compensation.

8.1.1.4 Overtime Employees that are salaried are not required to be paid time and one half for work over 40 hours. The following formula will be utilized for calculating overtime for salaried employees: Forty (40) hours multiplied by the base pay rate ($) multiplied by the appropriate multiple (M) (if applicable); plus Hours Worked Beyond Forty (40) Hours During Week (Hrs) multiplied by the pay rate ($) multiplied by 1.1. Using conventions contained in Microsoft Excel, the equation for this would be:

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

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

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

EXAMPLE
Hours worked during week = 50
Pay rate = $30/hr.
Multiplier = 2.65

*(40*30*2.65) + (10*30*1.1) = 3180 + 330 = $3510 or*

EXAMPLE
Hours worked during week = 50
Pay rate = $30/hr.
Multiplier = 2.65

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

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

8.2 PAYMENT FOR REIMBURSABLE EXPENSES: Reimbursable Expenses as described in Article 6, "Reimbursable Expenses", of this Agreement will be reimbursed by the Owner as verified by appropriate bills, invoices, or statements.

8.3 INVOICES AND METHODS OF PAYMENT: The A/E shall submit monthly to the Project Manager, one (1) copy of a duly certified invoice for payments due on account of the portion(s) of the Services performed and eligible for payment based upon the agreed terms of the Service Order.. A copy of the applicable Service Order shall accompany the original copy of the invoice. The format, content, and submittal date of the invoice shall be as specified by the Project Manager. The A/E shall meet monthly with the Project Manager to verify that the A/E's reported progress and earned value is in accordance with the accepted the approved Service Order. Monthly progress payments will be based on the terms established on the approved Service Order.

The A/E shall submit its monthly invoice for services to the Owner. . The Owner shall make payment in accordance with the provisions of Chapter 218 of the Florida Statutes. However, the Owner may reject the invoice in whole or in part. If rejected, the Owner shall notify the A/E in writing, specifying the deficiencies and corrective action required. If the Owner rejects only a part of the invoice, the Owner shall pay the undisputed portion of the invoice on a timely basis. Rejected or partially rejected invoices shall be corrected by the A/E and resubmitted to the Project Manager for payment. Resubmitted partially rejected invoices shall separately indicate the previously undisputed amount of the invoice.

8.4 PAYMENT TO SUB-CONSULTANTS: All payments to Sub-consultant(s) employed hereunder shall be the sole responsibility of the A/E unless otherwise provided for herein, or within a Service Order.. The A/E 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 A/E to the Owner. The A/E 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 A/E, payable to such Sub-consultant(s). The A/E shall make all payments to such Sub-consultant(s) promptly following receipt by A/E of corresponding payment from the Owner. Prior to any payments to Sub-consultant(s), the A/E shall, if requested by the Project Manager, furnish to the Owner a copy of the agreement(s) providing for such payments.

8.5 SUBCONTRACTORS PAYMENT REPORT: In accordance with Section 2-8.8 of the County Code (as amended by Ordinance No. 11-90), an entity contracting with the County as a condition of final payment under a contract, the Consultant/Contractor shall identify all subconsultants/subcontractors used in the work, the amount of each subcontract, and the amount

paid to each subconsultant/subcontractor. In the event that the Consultant intends to pay less than the subcontract amount, the Consultant shall deliver to the County a statement explaining the discrepancy or any disputed amount in the attached Appendix 5.

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

8.7 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 A/E shall be compensated as follows:

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

8.7.2 For Services partially completed and satisfactorily performed prior to receipt by the A/E of notice of abandonment of a Project Element, termination, or suspension, the A/E 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 A/E 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.

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

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

8.8 MAXIMUM PAYABLE FOR REIMBURSABLE EXPENSES: The aggregate sum of all payments to the Consultant for Reimbursable Expenses as described in the Article 6, "Reimbursable Expenses" of this Agreement shall not exceed **Fifty Thousand Dollars**

($50,000.00), and will be reimbursed by the Owner as verified by appropriate original bills, invoices, or statements. Any portion of this sum for which payment is not authorized in writing by the Project Manager shall remain the property of Owner.

8.9 DEDICATED SERVICES ALLOWANCE ACCOUNTS: Any Dedicated Services, Allowance Account expenses shall be approved by the Owner in advance and authorized by a Service Order.

8.10 INSPECTOR GENERAL AUDIT ACCOUNT: An audit account is hereby established to pay for mandatory random audits by the County's Inspector General pursuant to County Code Section 2-1076. The amount for the Inspector General Audit Account is hereby set at **Three Thousand Four Hundred Thirty-Eight Dollars ($3,438.00)**. The Consultant shall have no entitlement to any of these funds. The Owner retains all rights to these funds, may expend these funds at its sole discretion, and any funds not expended from these audit accounts remain the property of the County.

8.11 CONTINGENCY ALLOWANCE ACCOUNTS: Pursuant to Section 2-8.1 of the Code, an Allowance of ten percent (10%) of the project base estimate, not exceeding **One Hundred Twenty-Five Thousand Dollars ($125,000.00)**, may be used by the Owner for unforeseen conditions. Any Allowance Account expenses shall be approved by the Owner in advance and authorized by a Service Order. Any portion of this sum for which payment is not authorized in writing by the Project Manager shall remain the property of Owner.

8.12 TOTAL AUTHORIZED AMOUNT FOR THIS AGREEMENT: The Total Authorized Amount including the IG Audit Account for this Agreement is **One Million Four Hundred Twenty-Eight Thousand Four Hundred Thirty-Eight Dollars ($1,428,438.00)**. 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.

ARTICLE 9

SPECIAL PROVISIONS

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

A. Conducting monthly environmental inspections, oversight and applicable sampling of the County's Airport system for compliance with Federal and local regulatory requirements.

B. Underground and aboveground fuel storage tanks at MIA, Miami Opa-Locka Airport, Miami Homestead General Aviation Airport, Miami Executive Airport and Dade-Collier Training and Transition Airport.

C. Drinking water sampling at MIA.

D. Elapsed time meter readings at sewage pump stations at MIA.

E. Orphan drum and hazardous inspections at MIA, and any inspection/investigation/training/audit/testing/sampling as well as additional baseline and/or environmental Phase/II studies, required to be in compliance and mitigate any impact to airport operations.

F. Support modification of procedures, processes and systems to meet evolving needs and departmental goals.

G. Prepare recommendations as a result of studies and/or analysis.

H. Participate in meetings and provide MDAD staff technical support.

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

9.2 Article 1.22, Design Schedule and Cost Management Plan (DCSMP) is hereby deleted in its entirety.

9.3 Article 1.33, Phase, is hereby deleted in its entirety

9.4 Article 1.37, Probable Construction Cost, is hereby deleted in its entirety.

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

9.6 Pursuant to Article 2.1, the A/E may be furnished with the following documents or access thereto, as referenced in Primary Services: [list of relevant documents to follow, by document title, Project name if different than document title, Project/Contract number as appropriate, author or source of document, current location of document if other than MDAD Technical Support library.]

9.7 Article 3.28 Sustainable Buildings Program is hereby deleted in its entirety.

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

Small Business Enterprise (SBE/AE) Set Aside Tier 2
(With Exemptions Related to Technical Certification Category 9.06)

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

The remainder of this page is intentionally left blank

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

ARCHITECT/ENGINEER (CORPORATION)

Nova Consulting, Inc.
Legal Name of Corporation

ATTEST:

Secretary: Maria J. Molina
Signature and Seal

Maria J. Molina
Type Name

By: Maria J. Molina
Architect/Engineer - Signature

Maria J. Molina, President
Type Name & Title

ARCHITECT/ENGINEER (INDIVIDUAL, PARTNERSHIP OR JOINT VENTURE)

_____
Legal Name

Witness: _____ By: _____
Signature

Witness: _____ By: _____
Signature

FEIN _____

MIAMI-DADE COUNTY BOARD OF COUNTY COMMMISSIONERS

By: _____
Mayor

ATTEST: Harvey Ruvin, Clerk

BY: _____
(Miami-Dade County Seal)

Approved for Form and Legal Sufficiency

_____
(Assistant County Attorney)

APPENDIX 1

PRIMARY SERVICES FEE SCHEDULE

APPENDIX 1

BASIC SERVICES FEE SCHEDULE

Personnel	Flat Rate
Principal	$150
Project Manager	$130
Senior Engineer/Scientist	$115
Professional Engineer	$120
Staff Engineer/Scientist	$100
Design/Engineer Technician	$85
Clerical/Admin	$55
Field Inspector	$85
Field Support	$85

APPENDIX 2

PRINCIPALS AND SENIOR PROJECT MANAGER OF THE A/E

APPENDIX 2

PRINCIPALS AND SENIOR PROJECT MANAGER OF THE A/E

Principal:	Maria J. Molina, P.E.
Senior Project Manager:	Juan C. Prieto, P.E., PMP

APPENDIX 3

CRITICAL PERSONNEL
(Per Article 3.20)

APPENDIX 3

CRITICAL PERSONNEL
(Per Article 3.20)

Juan C. Prieto, P.E., PMP	Senior Project Manager
Michael Miller	Senior Environmental Scientist
Maya Compton Grant	Staff Scientist
Aaron Pigna	Field Inspector

APPENDIX 4

SMALL BUSINESS ENTERPRISE (SBE-A/E) IMPLEMENTING ORDER 3-22, SMALL BUSINESS ENTERPRISE (SBE-A/E) PROGRAM SCHEDULE OF PARTICIPATION AND LETTERS OF INTENT

APPENDIX 4

SMALL BUSINESS ENTERPRISE (SBE-A/E) IMPLEMENTING ORDER 3-22, SMALL BUSINESS ENTERPRISE (SBE-A/E) PROGRAM SCHEDULE OF PARTICIPATION AND LETTERS OF INTENT

MIAMI-DADE COUNTY

miamidade.gov

Internal Services Department
Small Business Development
111 NW 1 Street, 19th Floor
Miami, Florida 33128
T 305-375-3111 F 305-375-3160

CERT. NO.: 10055
Approval Date: 06/06/2014 - SBE
Expiration Date: 06/30/2017

June 6, 2014

Ms. Marie Molina
NOVA CONSULTING, INC.
10486 NW 31 Ter
Miami, FL 33172-0000

Dear Ms. Molina:

Miami Dade County Small Business Development (SBD), a division of the Internal Services Department (ISD) has completed the review of your application and attachments submitted for certification. Your firm is officially certified as a Miami Dade County Small Business Enterprise (SBE) in accordance with section 2-8.1.1.1.1 of the code of Miami Dade County.

This SBE certification is valid for three years provided that you submit a "Continuing Eligibility Affidavit" on or before your anniversary date of June 6 for the first and second year of the three year period. The affidavit must indicate any changes or no changes in your firm pertinent to your certification eligibility. The submittal of a "Continuing Eligibility Affidavit" annually with specific supporting documents on or before your Anniversary Date is required to maintain the three year certification. You will be notified of this responsibility in advance of the Anniversary Date. Failure to comply with the said responsibilities may result in immediate action to decertify the firm. Pursuant to the applicable section of the code as listed above, "once your firm has been decertified, your firm shall not be eligible to re-apply for certification for twelve (12) months from the time of the decertification."

If, at any time, there is a material change in the firm, including, but not limited to, ownership, officers, director, scope of work being performed, daily operations, affiliation(s) with other businesses or the physical location of the firm, you must notify this office, in writing, within (30) days. Notification should include supporting documentation. You will receive timely instructions from this office as to how you should proceed, if necessary. This letter will be the only approval notification issued for the duration of your firm's three years certification. If the firm attains graduation or becomes ineligible during the three year certification period you will be properly notified following an administrative process that your firm's certification has been removed pursuant to the code.

Your company is certified in the categories as listed below affording you the opportunity to bid and participate on contracts with goals. Please note that the categories listed are very general and are used only to assist our customers in searching the directory for certified firms to meet contract goals. You can find the firm's up-to-date certification profile as well as all other certified firms on the Miami Dade County Internal Services Department, Small Business Development Certified Firms' Directory at the website http://www.miamidade.gov/business/business-certification-programs.asp.

Thank you for doing business with Miami Dade County.

Sincerely,

Gary Hartfield, Division Director
Small Business Development Division

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

DISASTER RELIEF SERVICES (SBE)
WELL POINTING SERVICES (DEWATERING) (SBE)
WASTEWATER TREATMENT PLANT, OPERATIONS, TESTING, AND MAINTENANCE (SBE)
WATER AND WASTEWATER TREATMENT SERVICES (SBE)

APPENDIX 4

SMALL BUSINESS ENTERPRISE (SBE-A/E) IMPLEMENTING ORDER 3-22, SMALL BUSINESS ENTERPRISE (SBE-A/E) PROGRAM SCHEDULE OF PARTICIPATION AND LETTERS OF INTENT

MIAMI-DADE COUNTY

miamidade.gov

Internal Services Department
Small Business Development
111 NW 1 Street, 19th Floor
Miami, Florida 33128
T 305-375-3111 F 305-375-3160

CERT. NO: 10655
Approval Date: 06/06/2014 - SBE
Expiration Date: 06/30/2017

June 6, 2014

Ms. Maria Molina
NOVA CONSULTING, INC.
10486 NW 31 Ter
Miami, FL 33172-0000

Dear Ms. Molina:

Miami Dade County Small Business Development (SBD), a division of the Internal Services Department (ISD) has completed the review of your application and attachments submitted for certification. Your firm is officially certified as a Miami Dade County Small Business Enterprise (SBE) in accordance with section 2-8.1.1.1.1 of the code of Miami Dade County.

This SBE certification is valid for three years provided that you submit a "Continuing Eligibility Affidavit" on or before your anniversary date of June 6 for the first and second year of the three year period. The affidavit must indicate any changes or no changes in your firm pertinent to your certification eligibility. The submittal of a "Continuing Eligibility Affidavit" annually with specific supporting documents on or before your Anniversary Date is required to maintain the three year certification. You will be notified of this responsibility in advance of the Anniversary Date. Failure to comply with the said responsibilities may result in immediate action to decertify the firm. Pursuant to the applicable section of the code as listed above, "once your firm has been decertified, your firm shall not be eligible to re-apply for certification for twelve (12) months from the time of the decertification."

If, at any time, there is a material change in the firm, including, but not limited to, ownership, officers, director, scope of work being performed, daily operations, affiliation(s) with other businesses or the physical location of the firm, you must notify this office, in writing, within (30) days. Notification should include supporting documentation. You will receive timely instructions from this office as to how you should proceed, if necessary. This letter will be the only approval notification issued for the duration of your firm's three years certification. If the firm attains graduation or becomes ineligible during the three year certification period you will be properly notified following an administrative process that your firm's certification has been removed pursuant to the code.

Your company is certified in the categories as listed below affording you the opportunity to bid and participate on contracts with goals. Please note that the categories listed are very general and are used only to assist our customers in searching the directory for certified firms to meet contract goals. You can find the firm's up-to-date certification profile as well as all other certified firms on the Miami Dade County Internal Services Department, Small Business Development Certified Firms' Directory at the website http://www.miamidade.gov/business/business-certification-programs.asp.

Thank you for doing business with Miami Dade County.

Sincerely,

Gary Hartfield, Division Director
Small Business Development Division

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

DISASTER RELIEF SERVICES (SBE)
WELL POINTING SERVICES (DEWATERING) (SBE)
WASTEWATER TREATMENT PLANT, OPERATIONS, TESTING, AND MAINTENANCE (SBE)
WATER AND WASTEWATER TREATMENT SERVICES (SBE)

MIAMI-DADE COUNTY
miamidade.gov

Internal Services Department
Small Business Development
111 NW 1 Street, 19th Floor
Miami, Florida 33128
T 305-375-3111 F 305-375-3160

RECEIVED
JUL 6 2015
Nova Consulting, Inc.

June 23, 2015

Ms. Maria J. Molina
NOVA CONSULTING, INC.
10485 NW 31st Ter
Miami, FL 33172-0000

Anniversary Date: June 23, 2016

Dear Ms. Molina:

Miami-Dade County Small Business Development (SBD), a division of Internal Services Department (ISD), is pleased to notify you of your firm's continuing eligibility as a certified Goods & Services (SBE/GS) in accordance with section 2-8.1.1.1.1 of the Code of Miami-Dade County. Your firm is certified in the categories listed below.

The SBE/GS certification is continuing through the Anniversary Date listed above, contingent upon your firm maintaining its eligibility based on the criteria outlined in the aforementioned code. You will be notified of your annual responsibilities in advance of the Anniversary Date. You must submit the annual AFFIDAVIT FOR CONTINUING ELIGIBILITY no later than the Anniversary Date to maintain your eligibility. Your firm will be listed in the directory for all certified firms, which can be accessed through Miami-Dade County's SBD website: http://www.miamidade.gov/business/business-certification-programs.asp.

If there is a material change in your firm, you must advise this office by submitting a status change form with the associated supporting documentation, within thirty (30) days. Changes may include, but are not limited to, ownership, officers, directors, management, key personnel, scope of work performed, daily operations, on-going business relationships with other firms or individuals or the physical location of your firm. After our review, you will receive instructions as to how you should proceed, if necessary. Failure to do so will be deemed a failure on your part to cooperate and will result in action to remove your firm's certification.

If you have any questions or concerns, you may contact our office at 305-375-3111.

Sincerely,

Claudious Thompson, Section Chief
Small Business Development Division

Ms. Maria J. Moline
NOVA CONSULTING, INC.
Cert No. 10655
June 23, 2015
Page 2

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

108 - CONSULTING SERVICES (SBE/GS)
01890 - CONSULTING SERVICES (SBE/GS)
01891 - CONSTRUCTION CONSULTING (SBE/GS)
01841 - ENGINEERING CONSULTING (SBE/GS)
01843 - ENVIRONMENTAL CONSULTING (SBE/GS)
01849 - FEASIBILITY STUDIES (CONSULTING) (SBE/GS)
01876 - MANAGEMENT CONSULTING (SBE/GS)
901 - MISCELLANEOUS PROFESSIONAL SERVICES (SBE/GS)
95100 - MISCELLANEOUS SERVICES, NO. 1 (NOT OTHERWISE CLASSIFIED) (SBE/GS)
96117 - CONSTRUCTION MANAGEMENT SERVICES (SBE/GS)
99121 - COST ESTIMATING (SBE/GS)
99132 - ENVIRONMENTAL IMPACT STUDIES (SBE/GS)
05143 - HYDROLOGICAL AND OCEANOGRAPHY SERVICES (SBE/GS)
936 - PUBLIC WORKS, CONSTRUCTION, AND RELATED SERVICES (SBE/GS)
05800 - PUBLIC WORKS AND RELATED SERVICES (SBE/GS)
00893 - WELL POINTING SERVICES (DEWATERING) (SBE/GS)
00895 - WASTEWATER TREATMENT PLANT, OPERATIONS, TESTING, AND MAINTENANCE (SBE/GS)
00886 - WATER AND WASTEWATER TREATMENT SERVICES (SBE/GS)
990 - SECURITY, FIRE, SAFETY, AND EMERGENCY SERVICES (SBE/GS)
99000 - SECURITY, FIRE, SAFETY, AND EMERGENCY SERVICES (SBE/GS)
99030 - DISASTER RELIEF SERVICES (SBE/GS)

APPENDIX 5

SUBCONTRACTOR PAYMENT REPORT

APPENDIX 5

SUBCONTRACTOR PAYMENT REPORT

MIAMI-DADE COUNTY
SUBCONTRACTORS PAYMENT REPORT
(Ordinance 11-90

In accordance with Sections 2-8.8 of the County Code (as amended by Ordinance No. 11-90), any entity contracting with the County as a condition of final payment under a contract, the contractor shall identify all subcontractors used in the work, the amount of each subcontract, and the amount paid to each subcontractor. In the event that the contractor intends to pay less than the subcontract amount, the contractor shall deliver to the County a statement explaining the discrepancy or any disputed amount.

This form may be submitted after final payment to each subcontractor or comprehensively at the end of the contract with final requisition/invoice. All payments to subcontractors must be submitted as a condition of final payment by Miami-Dade County. Please include in the "Total Amount Paid" column any funds that will be paid to subcontractors from the final payment issued by the County and denote such an amount with an asterisk (*). Attach statements explaining discrepancies when applicable.

PRIME CONTRACTOR/VENDOR: _____

FEIN: _____

PROJECT/CONTRACT NAME: _____

PROJECT/CONTRACT NUMBER: _____

CONTRACT AWARD DATE: _____

CONTRACT AWARD AMOUNT: _____

SUBCONTRACTOR	FEIN	CONTRACT VALUE	TOTAL AMOUNT PAID

COMPLETED FORM SHOULD BE INCLUDED WITH FINAL REQUISITION/INVOICE TO THE CONTRACTING/USER DEPARTMENT.

_____ _____ _____

Signature Print Name and Title Date

AFFIDAVITS

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

This sworn statement is submitted for:

PROJECT TITLE: INSPECTION SERVICES AND ENVIORNMENTAL OVERSIGHT

PROJECT NUMBER: E14-MDAD-02

COUNTY OF Miami-Dade County

STATE OF Florida

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

That he/she is the duly authorized representative of

Nova Consulting, Inc.
(Name of Entity)

10486 NW 31 Terrqace, Doral, FL 33172-1215
(Address of Entity)

6 / 5 - 0 / 5 / 7 / 7 / 6 / 7 / 2
Federal Employment Identification Number

hereinafter referred to as the Entity being its

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

---

MIAMI-DADE COUNTY WORK HISTORY DISCLOSURE

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

CONTRACT DATE	DOLLAR AMOUNT OF ORIG.CONTRACT	FINAL AMOUNT OF CONTRACT	PERCENTAGE DIFFERENTIAL
(1)			
1/23/2014	$ 17,600,000.00	$	%

Name of Dept. & Summary of Services Performed: Miami Dade Water and Sewer Department Program and Construction Management Services for the Pump Station Improvement Program (PSIP)

Litigation Arising out of Contract: None

CONTRACT DATE	DOLLAR AMOUNT OF ORIG.CONTRACT	FINAL AMOUNT OF CONTRACT	PERCENTAGE DIFFERENTIAL
(2)			
12/29/2014	$ 7,500.00	$	%

Name of Dept. & Summary of Services Performed: Miami Dade County Equitable Distribution Program (EDP) Continuous Professional Services Agreement

Litigation Arising out of Contract: None

9/11

CONTRACT DATE	DOLLAR AMOUNT OF ORIG.CONTRACT	FINAL AMOUNT OF CONTRACT	PERCENTAGE DIFFERENTIAL
(3)			
_____	$_____	$_____	_____%

Name of Dept. & Summary of Services Performed N/A

Litigation Arising out of Contract

(ADD EXTRA SHEET(S) IF NEEDED.)

A. How long has Entity been in business? 20

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

AFFIRMATION OF VENDOR AFFIDAVIT

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

Contract No.: E14-MDAD-02

Federal Employer Identification No. (FEIN): 65-0577672

Contract Title: INSPECTION SERVICES AND ENVIRONMENTAL OVERSIGHT

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 Sec. 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 Sec. 2-8.1.2(b) of 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 2-8.1.6 Resolution R182-00 amending R-385-95*	9.	*Miami-Dade County Living Wage Sec. 2-8.9 of the County Code* (If applicable)
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*

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

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

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

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

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

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

(Signature of Authorized Representative)

Title President

Date 12/16/2015

STATE OF: Florida

COUNTY OF: Miami Dade

The above affidavits were acknowledged before me this 16 day of December, 2015,

by Maria J. Molina
(Authorized Representative)

of Nova Consulting
(Name of Corporation, Partnership, etc.)

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

(Signature of Notary)

Ana De Ford
(Print Name)

Notary Stamp or Seal:

ANA DE FORD
MY COMMISSION # FF 103480
EXPIRES: June 26, 2018
Bonded Thru Budget Notary Services

Notary Commission Number: FF 103480

My Commission Expires: JUNE 26, 2018

9/11

SUBCONTRACTOR/SUPPLIER LISTING
(Miami-Dade County Code Sections 2-8.1, 2-8.8 and 10-34)

Firm Name of Prime Contractor/Respondent NOVA CONSULTING FEIN # 65-0577672

Project/Contract Number INSPECTION SERVICES AND ENVIRONMENTAL OVERSIGHT / E14-MDAD-02

In accordance with Sections 2-8.1, 2-8.8 and 10.34 of the Miami-Dade County Code, this form must be submitted as a condition of award by all bidders/respondents on County contracts for purchase of supplies, materials or services, including professional services which involve expenditures of $100,000 or more, and all bidders/respondents on County or Public Health Trust construction contracts which involve expenditures of $100,000 or more. The bidder/respondent who is awarded this bid/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. The bidder/respondent should enter the word "NONE" under the appropriate heading of this form if no subcontractors or suppliers will be used on the contract and sign the form below.

In accordance with Ordinance No. 11-90, an entity contracting with the County shall report the race, gender and ethnic origin of the owners and employees of all first tier subcontractors/suppliers. In the event that the successful bidder demonstrates to the County prior to award that the race, gender, and ethnic information is not reasonably available at that time, the successful bidder shall be obligated to exercise diligent efforts to obtain that information and provide the same to the County not later than ten (10) days after it becomes available and, in any event, prior to final payment under the contract.

(Please duplicate this form if additional space is needed.)

Business Name and Address of First Tier Subcontractor/ Subconsultant	Principal Owner	Scope of Work to be Performed by Subcontractor/ Subconsultant	Principal Owner (Enter the number of male and female owners by race/ethnicity)								Employee(s) (Enter the number of male and female employees and the number of employees by race/ethnicity)							
			Gender		Race/Ethnicity						Gender		Race/Ethnicity					
			M	F	White	Black	Hispanic	Asian/Pacific Islander	Native American/Native Alaskan	Other	M	F	White	Black	Hispanic	Asian/Pacific Islander	Native American/Native Alaskan	Other
Terracon Consultants, Inc.	Hugo E. Soto, P.E., Employee Owned	5.06 Soils, Foundations, & Materials Testing - Materials Testing/Consulting/Training	N/A-Terracon Consultants is 100% owned by TSVS, Inc.								5017	780	3070	182	352	144	32	27

Business Name and Address of First Tier Direct Supplier	Principal Owner	Supplies/Materials/ Services to be Provided by Supplier	Principal Owner (Enter the number of male and female owners by race/ethnicity)								Employee(s) (Enter the number of male and female employees and the number of employees by race/ethnicity)							
			Gender		Race/Ethnicity						Gender		Race/Ethnicity					
			M	F	White	Black	Hispanic	Asian/Pacific Islander	Native American/Native Alaskan	Other	M	F	White	Black	Hispanic	Asian/Pacific Islander	Native American/Native Alaskan	Other

☐ Mark here if race, gender and ethnicity information is not available and will be provided at a later date. This data may be submitted to Contracting/User department or on-line to the Small Business Development Division of the Internal Services Department at.

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

Signature of Bidder/Respondent	Print Name	Print Title	Date
[signature]	Maria T. Molina	President	12/21/15

SUB 100 Rev. 12/15MDAD

SUBCONTRACTOR/SUPPLIER LISTING
(Miami-Dade County Code Sections 2-8.1, 2-8.8 and 10-34)

Firm Name of Prime Contractor/Respondent NOVA CONSULTING FEIN # 65-0577672

Project/Contract Number INSPECTION SERVICES AND ENVIRONMENTAL OVERSIGHT / E14-MDAD-02

In accordance with Sections 2-8.1, 2-8.8 and 10.34 of the Miami-Dade County Code, this form must be submitted as a condition of award by all bidders/respondents on County contracts for purchase of supplies, materials or services, including professional services which involve expenditures of $100,000 or more, and all bidders/respondents on County or Public Health Trust construction contracts which involve expenditures of $100,000 or more. The bidder/respondent who is awarded this bid/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. The bidder/respondent should enter the word "NONE" under the appropriate heading of this form if no subcontractors or suppliers will be used on the contract and sign the form below.

In accordance with Ordinance No. 11-90, an entity contracting with the County shall report the race, gender and ethnic origin of the owners and employees of all first tier subcontractors/suppliers. In the event that the successful bidder demonstrates to the County prior to award that the race, gender, and ethnic information is not reasonably available at that time, the successful bidder shall be obligated to exercise diligent efforts to obtain that information and provide the same to the County not later than ten (10) days after it becomes available and, in any event, prior to final payment under the contract.

(Please duplicate this form if additional space is needed.)

Business Name and Address of First Tier Subcontractor/ Subconsultant	Principal Owner	Scope of Work to be Performed by Subcontractor/ Subconsultant	Principal Owner (Enter the number of male and female owners by race/ethnicity)								Employee(s) (Enter the number of male and female employees and the number of employees by race/ethnicity)						
			Gender		Race/Ethnicity						Gender		Race/Ethnicity				
			M	F	White	Black	Hispanic	Asian/Pacific Islander	Native American/Native Alaskan	Other	M	F	White	Black	Hispanic	Asian/Pacific Islander	Native American/Native Alaskan	Other
Pace Analytical Services, Inc.	Steve Vanderboom	Analytical Testing	1		1						72	50	83	11	17	5	2	4
8 East Tower Circle																		
Ormond Beach, FL 32174																		

Business Name and Address of First Tier Direct Supplier	Principal Owner	Supplies/Materials/ Services to be Provided by Supplier	Principal Owner (Enter the number of male and female owners by race/ethnicity)								Employee(s) (Enter the number of male and female employees and the number of employees by race/ethnicity)						
			Gender		Race/Ethnicity						Gender		Race/Ethnicity				
			M	F	White	Black	Hispanic	Asian/Pacific Islander	Native American/Native Alaskan	Other	M	F	White	Black	Hispanic	Asian/Pacific Islander	Native American/Native Alaskan	Other

☐ Mark here if race, gender and ethnicity information is not available and will be provided at a later date. This data may be submitted to Contracting/User department or on-line to the Small Business Development Division of the Internal Services Department at.

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

Maria J. Molina — Signature of Bidder/Respondent

Maria J. Molina — Print Name

President — Print Title

12/21/15 — Date

SUB 100 Rev. 12/15MDAD

AFF-8

87

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

(Insert Here)

See Attachment

CONTRACT AGREEMENT
FOR PROFESSIONAL SERVICES

NOVA PROJECT No.: _____

This agreement, made and entered into November 21, 2013, by and between _____, a Florida Corporation (hereinafter called SUBCONSULTANT) and NOVA CONSULTING, INC., (hereinafter called NOVA) is for the Professional Services described under Item 2 of this Agreement.

SUBCONSULTANT: Name
Address
City, FL 33xxx
Phone: (xxx) xxx-xxxx
Fax: (xxx) xxx-xxxx

1. **GENERAL NATURE OF THE PROJECT:**
NOVA has been commissioned by Miami-Dade Water & Sewer Department (COUNTY) under project ISD No. E13-WASD-02R for Program and Construction Management Services for the Improvement and Implementation of a Pump Station Improvement Program (PSIP) in Miami-Dade County, Florida.

2. **DESCRIPTION OF PROFESSIONAL SERVICES TO BE PROVIDED BY SUBCONSULTANT** *(If additional pages are necessary, they are identified as Attachment A)*:

   During the term of this Agreement, SUBCONSULTANT shall furnish the services set forth herein. Such services shall be performed by individuals as employees of SUBCONSULTANT. Professional services to be provided by SUBCONSULTANT are described in detail in the Scope of Services revised on _____(See attachment A).

3. **SERVICES CALLED FOR HEREIN SHALL BE COMPLETED NOT LATER THAN:**
See schedule included in Attachment A.

4. **THE COMPENSATION TO BE PAID TO THE SUBCONSULTANT FOR PROVIDING THE REQUESTED SERVICES CALLED FOR HEREIN SHALL BE** *(If additional pages are necessary, they are identified as Attachment B)*:
The LUMP SUM agreed to compensate the SUBCONSULTANT for the services described in the Scope of Services (see Attachment A) is $ _____. However, if there is any required additional activity not included in the Lump Sum, price will be established either by following the schedule of prices included in Attachment B, or by negotiation with basis on a detailed proposal furnished by the SUBCONSULTANT for this purpose.

5. **DURATION:** This agreement shall remain in full force and effect for the duration of the main contract between the NOVA and COUNTY, which extends until December __, 2018, unless terminated as provided herein, or extended by mutual agreement in writing.

IN WITNESS WHEREOF, this Agreement is accepted on the date written above, subject to the terms and conditions above stated and the provisions set forth on the reverse side.

For SUBCONSULTANT:	_____	For NOVA CONSULTING, INC.	
SIGNED:	_____	SIGNED:	_____
TYPED NAME:	_____	TYPED NAME:	Maria J. Molina, P.E.
TITLE:	_____	TITLE:	President
DATE:	_____	DATE:	_____

CONSULTANT to return fully executed original to NOVA

CONTRACT AGREEMENT
FOR PROFESSIONAL SERVICES

6. COMPENSATION: Direct personnel expense shall be defined as: the cost of salaries and fringe benefits costs related to vacation, holiday, and sick leave pay; contributions to Social Security, Workers' Compensation Insurance; retirement benefits, and medical and insurance benefits; unemployment and payroll taxes; and other allowed benefits of those employees directly engaged in the performance of the requested service.

Reimbursable costs include out-of-pocket expenses, the cost of which shall be charged at actual cost. Typical out-of-pocket expenses shall include, but not limited to, local travel at the rate currently paid by the SUBCONSULTANT to his employees but no more than $____cents per mile, printing and reproduction costs, and survey supplies and materials as stipulated in the Prime Agreement. However, the professional SUBCONSULTANT shall not receive for reimbursable costs and expenses, an amount in excess of that permitted pursuant to the Prime Agreement, if the Prime Agreement requires monetary restrictions on the amount of said reimbursable costs.

7. INVOICE PROCEDURES AND PAYMENT: The SUBCONSULTANT shall submit monthly invoices to NOVA requesting payment for work accomplished during each calendar month. The invoice should reference the MDWASD and NOVA project and task number. For services provided on a Lump Sum basis, the amount of each monthly invoice shall be determined on the "Percent of Completion Method" whereby NOVA will estimate the percent of the total work (provided on a lump sum basis) accomplished during the invoicing period. The SUBCONSULTANT specifically understands and agrees that any payment to the SUBCONSULTANT is dependent on the condition precedent that NOVA must first receive payment from the COUNTY. Uncollectible accounts receivable and any of its associated costs, including but not limited to attorney's fees, shall be shared pro-rata by the parties based upon their proportionate share of actual fees authorized and in dispute. NOVA may withhold payment or submission of SUBCONSULTANT invoice if the SUBCONSULTANT's services hereunder are not satisfactory to NOVA or the COUNTY.

8. INSURANCE: The CONSULTANT shall procure and maintain throughout the term of this Agreement the following minimum (or greater) insurance limits and coverage (as stated in the contract of NOVA and COUNTY) and shall, upon executing this Agreement and prior to initiating work, provide NOVA certificate(s) of insurance evidencing the same, showing COUNTY and NOVA as an Additional Insured on all coverage(s):

A. WORKER'S COMPENSATION Insurance for all employees of the SUBCONSULTANT as required by Chapter 440, Florida Statutes.

B. COMMERCIAL GENERAL LIABILITY Insurance on a comprehensive basis, in an amount not less than $1,000,000.00 per occurrence for combined single limit per occurrence for Bodily Injury and Property Damage.

C. AUTOMOBILE LIABILITY Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than $1,000,000.00 combined single limit per occurrence for Bodily Injury and Property Damage.

D. PROFESSIONAL LIABILITY Insurance with a limit of not less than $1,000,000.00 per claim, with the deductible per claim, if any, not to exceed ten percent (10%) of the limit of coverage. This insurance shall be maintained for one (1) year after the completion and acceptance by the COUNTY of the Services performed pursuant to the Prime Agreement.

E. The SUBCONSULTANT shall furnish CERTIFICATES OF INSURANCE to NOVA Consulting, Inc., 10486 N.W. 31st Terrace, Doral, FL 33172-1215, and prior to commencement of operations, which certificates shall clearly indicate that the SUBCONSULTANT has obtained insurance in the type, amount, and classification as required with strict compliance with the Prime Agreement.

8. INDEMNIFICATION: The SUBCONSULTANT shall indemnify and save harmless NOVA and its agents, representatives, and employees, from and against any and all suits, actions, legal proceedings, claims, demands, damages, liabilities, costs and expenses, including attorney's fees, arising out or in connection with or claimed to arise out of or in connection with any negligent act, error, omission, or wrongful act of the SUBCONSULTANT or anyone acting on its behalf in connection with or incident to this Agreement.

9. TERMINATION: This Agreement may be terminated by either party by seven (7) days written notice in the event of substantial failure to perform in accordance with the terms herein by the other party through no fault of the terminating party. If this Agreement is so terminated, NOVA shall pay the SUBCONSULTANT compensation for work satisfactorily completed up to date of termination for said work upon receipt of payment from NOVA from the COUNTY (Prime Agreement) for said work.

NOVA may terminate this Agreement for convenience, if the COUNTY (Prime Agreement) cancels, abandons or suspends the work described in the Prime Agreement; or for any other business reason. In the event of such termination or suspension, NOVA shall pay the SUBCONSULTANT for the work accomplished up to the date of termination or suspension upon receipt of payment from NOVA from the COUNTY (Prime Agreement) for said work.

10. ENTIRETY OF AGREEMENT: The terms and conditions of the Prime Agreement between NOVA and the COUNTY applicable to the SUBCONSULTANT are incorporated herein by reference and SUBCONSULTANT agrees to the bound to NOVA to the same extent NOVA is bound to the COUNTY (Prime Agreement). This Agreement and the Prime Agreement embody the entire agreement and understanding between the parties hereto, and there are no other agreements and understandings, oral or written, with reference to the subject matter hereto that are not merged herein and superseded hereby. No alteration, change or modification of the terms of this Agreement shall be valid unless made in writing, signed by both parties hereto.

11. WAIVER: Any failure by NOVA to require strict compliance with any provision of this contract shall not be construed as a waiver of such provision and NOVA may subsequently require strict compliance at any time, notwithstanding any prior failure to do so.

12. MEDIATION: If a dispute arises out of, or related to this contract, or breach thereof, the parties will attempt to settle the matter through amicable discussion. If no agreement can be reached the parties agree to use mediation before resorting to a judicial forum. The cost of a third party mediator will be shared equally by the parties. In the event of litigation, reasonable costs and attorney's fees will be awarded to the prevailing party.

13. GOVERNING LAW: This contract shall be governed by and construed according to the laws of the State which is the situs of the work.

14. QUALITY CONTROL (QC): If the SUBCONSULTANT is to provide deliverable documents to NOVA, the SUBCONSULTANT shall perform QC review of those documents and all supporting work products prepared by the SUBCONSULTANT upon which those documents are based. The SUBCONSULTANT shall follow appropriate and acceptable QC review and documentation procedures. Before commencing work production, SUBCONSULTANT shall notify NOVA in writing what QC review and documentation procedures will be followed, which documents and supporting work products will be reviewed and when, and the names and qualification of the QC reviewers. The SUBCONSULTANT shall provide NOVA with the original or copy of each QC reviewed document bearing distinguishable markings that identify the QC review steps that were performed by whom and when.

15. DATA: CONSULTANT's materials shall not include NOVA's confidential or proprietary information if NOVA has previously advised CONSULTANT in writing of the specific information considered by NOVA to be confidential or proprietary.

16. SOFTWARE REQUIREMENTS: All computer applications and software must be compatible with NOVA applications and standards and/or those required by the COUNTY. All computers used by SUBCONSULTANT shall be equipped with anti-virus software. All electronically stored data shall have back-up of no less often than daily.

17. PROPRIETARY INFORMATION: It is understood and acknowledged that NOVA may provide the SUBCONSULTANT information which is proprietary and/or confidential during the term of this Agreement. SUBCONSULTANT agrees to maintain the confidentiality of such information during the term of this Agreement and afterwards or as required by the Prime Agreement. All materials containing such confidential information shall be returned to NOVA at the conclusion of the Program.

18. SCOPE OF WORK: SUBCONSULTANT understands and agrees that the Scope of Services described in Item 2 is not a guarantee of a specific amount of work to be assigned under this Agreement. NOVA, at its option, may elect to expand, reduce, or delete the extent of each work element described in the Scope of Services.

ATTACHMENT A – SUBCONSULTANT Scope of Services

ATTACHMENT B – SUBCONSULTANT Schedule of Prices

ADDENDA (if required)

Attachment A

Inspection Services and Environmental Oversight
Professional Services Agreement
Project No.: E14-MDAD-02

SUBCONSULTANTS
SCOPE OF SERVICES

Date: _____

Task: _____

[Include Description of Services]

The schedule for this agreement will follow the same deadlines and milestones established by the Prime Agreement between NOVA and COUNTY.

Attachment B

Inspection Services and Environmental Oversight
Professional Services Agreement
Project No.: E14-MDAD-02

SUBCONSULTANTS
SCHEDULE OF PRICES

Date: _____

Task: _____

[Include Cost / Time Charges]

The schedule for this agreement will follow the same deadlines and milestones established by the Prime Agreement between NOVA and COUNTY.

PROOF OF AUTHORIZATION TO DO BUSINESS

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

(Insert Here)

State of Florida
Department of State

I certify from the records of this office that NOVA CONSULTING, INC. is a corporation organized under the laws of the State of Florida, filed on May 5, 1995.

The document number of this corporation is P95000035314.

I further certify that said corporation has paid all fees due this office through December 31, 2015, that its most recent annual report/uniform business report was filed on January 8, 2015, and its status is active.

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

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Eighth day of January, 2015

Ken Detzner

Secretary of State

Authentication ID: CC7615424817

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

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

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NOVE2-1 OP ID: CR

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/04/2015

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

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

PRODUCER
BUTLER, BUCKLEY, DEETS INC.
6161 BLUE LAGOON DR., STE 420
MIAMI, FL 33126
LAURENCE A. DEETS

CONTACT NAME: LAURENCE A. DEETS
PHONE (A/C, No, Ext): 305-262-0086 FAX (A/C, No): 305-262-0187
E-MAIL ADDRESS: LDEETS@BBDINS.COM

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: The Hartford Insurance Group	38261
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
NOVA CONSULTING, INC.
10486 NW 31 TERR
MIAMI, FL 33172

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY						EACH OCCURRENCE	$
	COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	CLAIMS-MADE OCCUR						MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$
	POLICY PRO-JECT LOC							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (PER ACCIDENT)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			21WECANAN7923	03/15/2015	03/15/2016	X WC STATU-TORY LIMITS / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N	N/A					E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

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

RE: Inspection Services and Environmental Oversight
Project No: E14-MDAD-02

CERTIFICATE HOLDER

Miami Dade County
Risk Management Unit
111 NW 1st Street
Miami, FL 33128

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

L A Deets

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ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/4/2015

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

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

PRODUCER
Fenner & Esler
467 Kinderkamack Road
P. O. Box 60
Oradell NJ 07649-0060

CONTACT NAME: Timothy Esler
PHONE (A/C, No, Ext): (201) 262-1200 FAX (A/C, No): (201) 262-7010
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: The Phoenix Insurance Co.	25623
INSURER B: Charter Oak Fire Insurance Co.	25615
INSURER C: The Travelers Indemnity Co.	25658
INSURER D: Arch Specialty Insurance Co.	21199
INSURER E:	
INSURER F:	

INSURED
NOVA Consulting, Inc.
10486 N.W. 31st Terrace
Miami FL 33172

COVERAGES CERTIFICATE NUMBER: Master 14-15 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC	X		660-8924L158-PHX-14	12/18/2014	12/18/2015	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
B	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] ALL OWNED AUTOS [ ] HIRED AUTOS [ ] SCHEDULED AUTOS [ ] NON-OWNED AUTOS			BA-5974L549-14-GRP	12/18/2014	12/18/2015	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) PIP-Property damage liability -	$ 1,000,000 $ $ $ $
C	[ ] UMBRELLA LIAB [X] OCCUR [X] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000			CUP-9232Y590-14-47	12/18/2014	12/18/2015	EACH OCCURRENCE AGGREGATE	$ 4,000,000 $ 4,000,000 $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $
D	Professional/ Pollution Liability			ECL0003122-10 Per Claim Deductible $5K	12/18/2014	12/18/2015	Per Claim Limit Annual Aggregate	$3,000,000 $3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
RE: Inspection Services and Environmental Oversight
Project No: E14-MDAD-02
Additional Insured - Certificate Holder as respects general liability where required by written contract.

CERTIFICATE HOLDER

Miami Dade County
Risk Management Unit
111 NW 1st Street
Miami, FL 33128

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Timothy Esler/DEBBIE

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