

# Memorandum



**Date:** June 7, 2016

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

Agenda Item No. 8(A)(2)

**From:** Carlos A. Gimenez  
Mayor

**Subject:** Award Recommendation for Professional Services Agreement with T.Y. Lin International for Fueling Systems Consulting Services at Miami International Airport and General Aviation Airports

Resolution No. R-469-16

## Recommendation

It is recommended that the Board of County Commissioners (Board) approve the award of the attached Professional Services Agreement (PSA) for Fueling Systems Consulting Services with T.Y. Lin International in the amount of \$2,305,500.00 and authorize the County Mayor or the County Mayor's designee to execute the Agreement in substantially the form attached hereto, with the Appendices on file with the Clerk of the Board.

## Delegation of Authority

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

**PROJECT NAME:** Fueling Systems Services at Miami International Airport (MIA) and General Aviation Airports (GAAs)

**ISD A/E PROJECT NO.:** E14-MDAD-03

**CONTRACT NO.:** E14-MDAD-03

**PROJECT DESCRIPTION:** The scope shall include, but not be limited to, design services and preparation of contract documents for the upgrade, maintenance, repair and/or construction of the aviation fuel storage and distribution systems and proposed facilities under the Miami-Dade Aviation Department's (MDAD) jurisdiction including, but not limited to: midfield gas station; west load rack facility and diesel and gasoline tanks; employee emergency vehicle fuel tank; hydraulic modeling and planning services; value appraisal of aviation fueling system and any other component related to it; equipment and facilities; emergency consulting services;

construction management and inspection services; environmental regulatory projects; providing recommendations and inspections for maintenance repairs of fueling facilities; reviewing proposed maintenance work estimates; updating the fueling Atlas and Master Plan; consulting; design and work-site services for the fueling systems fire protection and detection systems; closed-circuit television; associated electrical work; structural improvements; and any other work associated with fueling systems at MIA and GAAs.

This procurement is for the award of two PSAs, each with a value of \$2,305,500.00. This item is accompanied by a separate PSA award to Stantec Consulting Services, Inc. for the same services and will be presented for Board approval.

**PROJECT LOCATION:** MIA, Miami-Opa locka Executive Airport, Miami Homestead General Aviation Airport, Miami Executive Airport, and Dade Collier Training and Transition Airport

**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:** MDAD Civil/Environmental Operating Budget

**OPERATIONS COST IMPACT:** Not applicable as this is a PSA for Architectural/Engineering (A/E) 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:** Four (4)

**SUSTAINABLE  
BUILDINGS ORDINANCE  
(I.O. NO. 8-8):**

No

**CONTRACT PERIOD:**

2,555 calendar days / Seven (7) years

**OPTION(S) TO EXTEND:**

None

**CONTINGENCY PERIOD:**

256 calendar days

**IG FEE INCLUDED IN BASE  
CONTRACT:**

No

**ART IN PUBLIC PLACES:**

No

**BASE ESTIMATE:**

\$2,000,000.00

**CONTINGENCY ALLOWANCE:**

10 percent / \$200,000.00

**INSPECTOR GENERAL FEE:**

\$5,500.00

**DEDICATED ALLOWANCE  
ACCOUNT:**

\$100,000.00

**TOTAL AMOUNT:**

\$2,305,500.00

**SEA LEVEL RISE:**

Not applicable as this is a PSA for  
Architectural/Engineering (A/E) services

**Track Record/Monitoring  
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 (SBD) database, convicted vendors, debarred vendors, delinquent contractors, suspended vendors, and federal excluded parties list. Although there are no evaluations on record for the firm in CIIS, MDAD staff reviewed the business references included in the proposal and deemed the firm's experience for this project to be satisfactory.

**SMALL BUSINESS DEVELOPMENT  
(SBD) HISTORY OF  
VIOLATIONS:**

No violations on record

**MINIMUM QUALIFICATIONS:**

Not applicable

**FIRM:**

T.Y. Lin International

**COMPANY PRINCIPAL(S):**

Richard A. Waters, P.E.

**LOCATION OF COMPANY:**

201 Alhambra Circle, Suite 900  
Coral Gables, FL 33134

**PREVIOUS AGREEMENTS  
WITH THE COUNTY WITHIN  
THE PAST FIVE (5) YEARS:**

See attached SBD A&E Firm History Report

**RESPONSIBLE WAGES:**

No

**ASSIGNED CONTRACT  
MEASURES:**

25 percent SBE/AE / \$500,000.00

**MEASURES ACHIEVED  
AT AWARD:**

28 percent SBE/AE / \$560,000.00

**SBE A/E SUBCONSULTANTS:**

Nova Consulting, Inc.  
BND Engineers, Inc.  
Nifah and Partners Consulting Engineers, Inc.  
F.R. Aleman and Associates, Inc.

**MANDATORY  
CLEARINGHOUSE:**

N/A

**CONTRACT MANAGER:**

Jacqueline Powell  
JPOWELL@miami-airport.com

**PROJECT MANAGER:**

Jacqueline Powell  
JPOWELL@miami-airport.com

**BACKGROUND:**

Per Florida Department of Environmental Protection under rules 62-761 to 762, and the Miami-Dade County Regulatory and Economic Resources, Environmental Resources Management Division, MDAD is required to perform monthly inspections of all storage tanks

and associated monitoring wells at all Miami-Dade airports.

**SELECTION PROCESS:**

On June 1, 2015, a Notice to Professional Consultants was issued under full and open competition. On July 8, 2015, the Clerk of the Board received four (4) proposals. Burns & McDonnell Engineering Company, Inc. was found non-compliant with the Implementing Order governing the SBE/AE Program.

The Selection Committee held a first-tier meeting on August 27, 2015 to review the three (3) remaining proposals. The Committee determined that the information provided in the proposals was sufficient to determine the qualifications of the three (3) remaining teams, and waived the second-tier phase. The three (3) responsive firms were ranked as follows:

1. T.Y. Lin International  
Qualitative Points – 461  
Ordinal Score – 3  
Final Ranking – 1
2. Stantec Consulting Services, Inc.  
Qualitative Points – 438  
Ordinal Score – 6  
Final Ranking – 2
3. HDR Engineering, Inc.  
Qualitative Points – 423  
Ordinal Score – 9  
Final Ranking – 3

The two (2) top-ranked firms, T.Y. Lin International and Stantec Consulting Services Inc., were found by the Selection Committee to have met the qualification requirements. The Negotiation Committee successfully negotiated a PSA with both firms on December 1, 2015. This award recommendation is for one PSA to be awarded to T.Y. Lin.



Jack, Osterholt, Deputy Mayor

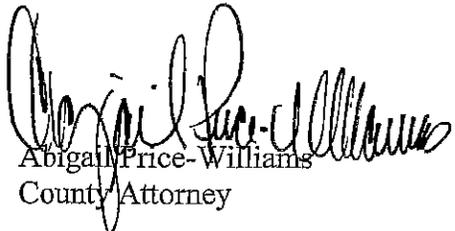


# MEMORANDUM

(Revised)

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

**DATE:** June 7, 2016

**FROM:**   
Abigail Price-Williams  
County Attorney

**SUBJECT:** Agenda Item No. 8(A)(2)

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)(2)  
6-7-16

RESOLUTION NO. R-469-16

RESOLUTION APPROVING AWARD OF THE PROFESSIONAL SERVICES AGREEMENT TO T.Y. LIN, INTERNATIONAL FOR FUELING SYSTEMS CONSULTING SERVICES AT MIAMI INTERNATIONAL AIRPORT (MIA) AND GENERAL AVIATION AIRPORTS (GAA), PROJECT NO. E14-MDAD-03 IN AN AMOUNT NOT TO EXCEED \$2,305,500.00 AND FOR A TERM OF SEVEN (7) YEARS; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE THE AGREEMENT AND TO EXERCISE THE PROVISIONS CONTAINED THEREIN, INCLUDING TERMINATION PROVISIONS

**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 the Professional Services Agreement to T.Y. Lin, International, for Fueling Systems Consulting Services at MIA and GAAs, Project No. E14-MDAD-03, in an amount not to exceed \$2,305,500.00 and for a term of seven (7) years, in substantially the form attached hereto and made a part hereof, and authorizes the County Mayor or the County Mayor's designee to execute the agreement and to exercise the provisions contained therein, including termination provisions.

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

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

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

David M. Murray

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**FUELING SYSTEMS CONSULTING SERVICES AT MIA  
AND GENERAL AVIATION AIRPORTS  
PROJECT NO: E14-MDAD-03  
PROFESSIONAL SERVICES AGREEMENT**

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

**the Owner:**

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

**and the  
Architect/Engineer:**

**T.Y. Lin, International  
201 Alhambra Circle, Suite 900  
Coral Gables, FL 33134**

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

**For the Project:**

**Fueling Systems Consulting Services at MIA and GAA's**

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 **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.
- 1.4 **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.
- 1.5 **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):** 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 **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.
- 1.10 **PRIMARY SERVICES FEE:** The basis for compensation of the A/E for the Primary Services performed under this Agreement.

- 1.11 CHANGE ORDER: A written agreement executed by the Owner, the Contractor and the Contractor's Surety, covering modifications to the Contract.
- 1.11 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.
- 1.12 CONSTRUCTABILITY: The optimum use of construction knowledge and experience in planning, design, procurement, and field operations to achieve overall Project objectives.
- 1.13 CONSTRUCTION COST: Actual cost of the Work established in the Contract Documents and as they may be amended from time to time.
- 1.14 CONTRACT DOCUMENTS: The legal agreement between the Owner and the Contractor for performance of Work. The documents prepared by the 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.
- 1.15 CONTRACTOR: The firm, company, corporation, or joint venture contracting with the Owner for performance of Work covered in the Contract Documents.
- 1.16 DAYS: Reference made to Days shall mean consecutive calendar days.
- 1.17 DEDICATED SERVICES: Services performed pursuant to a Dedicated Allowance Account(s) that are beyond the requirements for 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.
- 1.18 DEFECT(S): Refers to any part of the Work that does not follow the Contract Documents, does not meet the requirements of a reference standard, test or inspection specified in the Contract Documents, does not properly function, is broken, damaged or of inferior quality, or is incomplete. The adjective "defective" when it modifies the words "Work" or "work" shall have the same connotation as Defect.
- 1.19 DELIVERABLES REQUIREMENTS MANUAL: A manual provided by the Owner that prescribes the deliverables and their content to be provided by design professionals. This manual is made a part of this Agreement by reference.

- 1.20 DESIGN DELIVERABLES: Deliverables to be presented and Services to be performed by the 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.
- 1.21 DESIGN DEVELOPMENT: That portion of the Services comprising Phase 2 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.
- 1.22 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.
- 1.23 DESIGN SCHEDULE AND COST MANAGEMENT PLAN (DSCMP): A progress schedule and earned value measurement plan for the Design Deliverables that will be developed by the 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.
- 1.24 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.
- 1.25 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.
- 1.26 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.
- 1.27 FIELD REPRESENTATIVE: An authorized representative of the Owner providing administrative and construction inspection services during the pre-construction, construction, and closeout Phases of the Contract.
- 1.28 FIXED LUMP SUM: A basis for compensation of the A/E for Services performed.
- 1.29 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.
- 1.30 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).

- 1.31 MULTIPLE OF DIRECT SALARIES: A basis for compensation of the A/E for Services performed.
- 1.32 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.
- 1.33 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.
- 1.34 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
- 1.35 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.
- 1.36 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.
- 1.37 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.

- 1.38 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.
- 1.39 PROJECT: Project Elements and components of the Project Elements and Services set forth in this Agreement.
- 1.40 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.
- 1.41 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.
- 1.42 PROJECT MANAGER (PM): Individual designated by the Director to represent the Owner during the design and construction of the Project.
- 1.43 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.
- 1.44 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.
- 1.45 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.
- 1.46 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.
- 1.47 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.

- 1.48 SCHEMATIC DESIGN: That portion of the Services comprising Phase 1B of the Primary Services which the A/E shall perform in accordance with the terms of this Agreement.
- 1.49 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.
- 1.50 SERVICES: All services, work and actions by the A/E performed pursuant to or undertaken under this Agreement.
- 1.51 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.
- 1.52 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.
- 1.53 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.
- 1.54 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.
- 1.55 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.
- 1.56 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.

- 1.57 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.
- 1.58 WORK-RELATED SERVICES: Those portions of the Services comprising Phase 5 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
- 1.59 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.
- 1.60 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 its sole option, may terminate this Contract or pay such premiums, and deduct the costs thereof from any amounts which are or may be due to the 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 seven (7) 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](http://www.miamidade.gov/ao/home.asp)).

In the event the Owner terminates this Agreement for cause, the Owner will take over any and all documents resulting from Services rendered up to the termination and may complete them, by contracting with other architect(s), engineer(s) or otherwise, and in such event, the 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 design services, and to include all necessary items for the proper completion of such services, for a fully functional facility which, when constructed in accordance with the design, will be able to be used by the Owner for its intended purpose. The 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 A/E: 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

3.14.6 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:

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

- 3.14.6.2 The A/E and its subconsultant(s) agree in writing that the project documents are to be kept and maintained in a secure location.
- 3.14.6.3 Each set of the project documents is to be numbered and the whereabouts of the documents shall be tracked at all times.
- 3.14.6.4 A log is developed to track each set of documents logging in the date, time, and name of the individual(s) that works on or views the documents.
- 3.15 CORRECTIONS TO CONTRACT DOCUMENTS: The 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 applicable to the design and construction of public and commercial facilities.
- 3.17 OWNER REPRESENTATIVE: The Owner will assign a Project Manager to the Project to coordinate all Owner responsibilities under this Agreement. All instructions from the Owner to the 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 DISPLAY 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 A/E prior to the receipt of an appropriate Service Order. Each Service Order shall specify whether the Services detailed therein are part of Primary Services, Additional Services, Work Site Services, or Dedicated Services Allowance Account.
  
- 4.2 **PRIMARY SERVICES SCHEDULE AND SUMMARY:** The A/E agrees to furnish or cause to be furnished to the extent authorized by Service Order all architectural and engineering professional services, as further specified below, designated as Primary Services, in the Phases delineated and described herein unless modified by the Service Order, for the design, construction Work Related Services, and satisfactory completion of the Project described in a Project Definition Book or as may otherwise be described in Article 9 "Special Provisions" of this Agreement. The A/E shall be responsible for correction of any errors, omissions and/or ambiguities, as determined by the Owner/Project Manager, resulting from the Services.

Upon receipt by the A/E of a Service Order to proceed with Phase I services, the A/E shall prepare and submit to MDAD, for its review and approval, a DSCMP for the first three phases of the project. The DSCMP shall be provided in Excel, Microsoft Project, or Primavera formats and shall include, among other things, proposed durations, from authorization to proceed, for each phase that are consistent with the following durations:

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

The A/E is firmly obligated to complete the services in accordance with the approved DSCMP, and shall furnish sufficient personnel, equipment, and facilities and shall work such hours as necessary to assure such completion.

- 4.2.1 The A/E shall furnish or cause to be furnished all professional design services prescribed in Article 9 "Special Provisions" of this Agreement and all other services normally required for an airport project of this type. Services shall also include:
  - a. the design of interface facilities for Art-in-Public Places (AIPP) and the coordination of such design with the appropriate agencies;
  - b. the design of facilities that have common boundaries, surfaces, spaces, or that otherwise interface with other facilities or operations being designed,

constructed or operated by others not a part of this Agreement and shall also include the coordination of such design; and

- c. the design of interim/temporary facilities included in the Project Budget, as determined at the end of Phase 2, with the necessary associated facilities to accommodate operations, pedestrian and/or vehicular traffic, tenants or concessionaires, as needed during construction.

- 4.2.2 It shall be the responsibility of the A/E to follow and be responsive to the technical and schedule guidance and oversight furnished by the Project Manager.
- 4.2.3 All services performed during Phases 1A through 3D of the Primary Services shall comply with and be in conformance to the Deliverables Requirements Manual and the Design Guidelines Manual.
- 4.2.4 Throughout all Phases of the Primary Services, the A/E shall coordinate its Services with other Owner provided consultants.
- 4.2.5 For Phases 1A through 3D of the Primary Services, the A/E shall submit to the Owner the deliverables listed under the various phases in the Deliverables Requirements Manual in the format approved by the Owner. In addition, the A/E shall submit with each set of deliverables a complete listing of the items required to be delivered for that Phase, by discipline, and indicate which of those items are actually being submitted. For any items not being submitted, the A/E 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 A/E 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 For Phases 1A through 3D of the Primary Services, the A/E shall submit estimates of Probable Construction Cost, as described in Article 1 Definitions. The estimates are to be prepared by a Professional Construction Estimator. Compensation to the Professional Construction Estimator shall be the sole responsibility of the A/E and shall be considered part of the A/E's compensation for Primary Services. As part of its Probable Construction Cost, the A/E shall assist MDAD in identifying Project Elements that are eligible for Federal/State grant-in-aid participation. The A/E shall develop schedules reflecting same and assist in reviewing applications prepared by MDAD and the Project Manager. If meetings with grant agencies are required, attendance at such meetings will be compensated by the Owner as Additional Services.
- 4.2.7 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.

MDAD retains all rights to further use of all electronic drawings as well as blocks, linetypes, 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.

- 4.2.8 The A/E shall submit hard and electronic format (as specified herein or otherwise by MDAD) copies of all documents required under each Phase for review, comments, and approval by the Owner. The number of copies and the distribution of those copies shall be specified in the Service Order for each Phase.
- 4.2.9 At the end of Phases 1B, 2 and 3C the A/E shall provide input and assistance to the Project Manager for the preparation of Capital Project Fact Sheets and, through the Project Manager, shall schedule review(s) of all plans and programs with the user representatives of the Owner.
- 4.2.10 Recognizing that the construction of other projects at the Airport may affect scheduling of the construction for each Project Element or components thereof, the A/E shall diligently coordinate the performance of the Services with the Owner and its designees in order to provide for the safe, expeditious, economical, and efficient completion of the Project, without negatively impacting concurrent work by others or airport operations.
- 4.2.11 County A.O. 3-26 establishes the threshold and guidelines for performing Value Analysis/Engineering (VA/E) studies on Miami-Dade County construction contracts. The A.O. states that a formal VA/E study is mandated for those projects whose construction cost is estimated to be Five Million Dollars (\$5,000,000) or more. At the end of Primary Services Phase 2, VA/E reviews will be conducted by an independent consultant under contract to the Owner and supervised by the Project Manager. The A.O. further states that the A/E shall assist as needed in the VA/E process.

- 4.2.12 The A/E shall meet once per month with the Project Manager to review the A/E prepared DSCMP, which will establish the basis of payment and the actions necessary to correct schedule deficiencies. The A/E may request modifications to the DSCMP by submitting a written request to modify with supporting justification. It shall be at the Owner's sole discretion whether to grant such a modification.
- 4.2.13 The A/E must have a design quality management program related to Construction Contract Document preparation and, when authorized, Work Related Services. This quality management program must be implemented throughout the entire design and construction process.
- 4.2.14 The A/E's Probable Construction Cost (including construction contingency allowance), broken down by specification sections or unit prices, shall include any adjustments necessary for projected award dates, changes in requirements, or general market conditions. Service Orders to proceed with Phases 3A, 3B, and 3C may not be issued if the Probable Construction Cost, as submitted by the A/E at Phases 2, 3A, and 3B, respectively, exceeds the total MDAD allocated funds for the construction of the Project. No further progress payment shall be made should the Probable Construction Cost in any phase exceed the Budget, until an alternate design is provided at no additional compensation, to bring the cost within the Project Budget limitations.
- 4.2.15 For Phases 3A through 3D, the A/E shall provide a Construction Specifications Institute (CSI) formatted cost loaded construction schedule that conforms to both the latest Probable Construction Cost and the Work Sequencing and Staging Plan. The cost loaded schedule shall be updated at each phase. The level of detail of the cost loaded schedule at each phase shall be commensurate with the level of detail of the latest Probable Construction Cost.
- 4.2.16 Commissioning Plans: The A/E shall develop a commissioning plan in conformance with Division 1 Section 01810 of the current edition of the "MDAD Construction Contracts General and Legal Provisions and Division 1/Commissioning for Facilities Projects".
- 4.3 PHASES 1A AND 1B - PROGRAM VERIFICATION AND PREPARATION OF SCHEMATIC DESIGN DOCUMENTS
- 4.3.1 Phase 1A - Program Verification: Based upon the Program drawings and preliminary budget and Design Guidelines furnished to the A/E by the Owner, a Service Order may be issued to the A/E to verify the accuracy and adequacy of all available information for the Project. Such verification shall include but not be limited to the following areas:

- 4.3.1.1 Program: The A/E shall examine the Project Book including Program Drawings furnished by the Owner and shall confirm user requirements and determine requirements for additional studies, verify the physical/spatial characteristics of the Project, the completeness of the Program, and their adherence to the Design Guidelines Manual.
- 4.3.1.2 Record Drawings: The A/E shall examine and verify all as-built conditions as to their completeness and accuracy as depicted on the Record Drawings furnished by the Owner.
- 4.3.1.3 Project Budget: The A/E shall examine in detail, the estimated construction costs furnished by the Owner. Should this cost verification reveal serious discrepancies and/or deficiencies which would impact the Project and its subsequent stages of development, the A/E shall inform the Owner in writing as to the adequacy of the funds required to complete the Project through the construction phase.
- 4.3.1.4 Utilities Investigation: The A/E shall evaluate the utilities information provided by the Owner and determine the adequacy of existing utilities to accommodate the additional utility loads imposed by the Project Element(s), and incorporate such information into the design.
- 4.3.1.5 Surveys: The A/E shall verify the survey information provided by the Owner, and incorporate such information into the design. The A/E shall be responsible for obtaining any additional survey information that is required for the completion of the project and was not provided by the Owner.
- 4.3.1.6 Soils Investigations: The A/E shall prepare a soils investigation plan for use in determining soil characteristics required for proper design of the Project Elements included herein. The plan shall show the number, spacing and depth of borings required and shall specify such other tests and investigations as may be necessary to provide information prerequisite to its design. The A/E shall specify, locate and coordinate the specific borings and tests to be performed by others and shall interpret the results for application to the Project.
- 4.3.1.7 Discrepancies between Existing Conditions and Depicted Conditions: Any discrepancies between the actual, existing conditions and conditions depicted on drawings or other information provided by the Owner shall be noted by the A/E. The actual, existing conditions shall then be incorporated into the Contract Documents.
- 4.3.1.8 Deficiencies of Information: The A/E shall inform the Owner in writing of any deficiencies, other than discrepancies from actual, existing conditions found during verification, in the as-built conditions, utility

information, survey information and/or soils investigation which are deemed necessary to provide a satisfactory basis on which to perform the Primary Services. Upon agreement of the deficiencies by the Owner, the Owner may then issue a Service Order directing the A/E to perform the necessary investigations and develop the required additional information as Additional Services.

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

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

technical specifications, submittals and shop drawing requirements (including review and approvals) for all ancillary facilities in connection with the installation of the artwork. The A/E shall coordinate the installation of the artwork with the artist(s) and the Contractor during construction and shall assist the artist(s) and AIPP in the resolution of issues pertaining to coordination. The A/E shall inspect, along with the artist(s) and the AIPP Representative, the completed installation(s) by the Contractor for compliance with the Contract Documents.

- 4.3.2 Phase 1B - Preparation of Schematic Design Documents: Upon the written confirmation of the A/E that all elements of the Project have been identified and the Owner's cost estimates have been verified, the Owner may issue a Service Order to prepare the Schematic Design Documents.

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

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

These Schematic Design studies are preliminary in nature and scope. They shall be further defined and amplifying details shall be developed by the A/E during subsequent phases of the Primary Services.

The Owner will make a determination, based on the Schematic Design studies and narrative report, of what equipment and systems will be used. In addition, the Owner will, based on the investigations and recommendations developed by the A/E determine which equipment and other items the Owner will purchase outside the Contract for this Project. Should the Owner decide to purchase equipment and materials separately and furnish them to the Contractor, the A/E shall, as part of the Primary Services, provide detailed programming and scheduling, perform follow-on liaison with vendors with respect to availability and delivery and provide any other such Services with respect to such separately purchased and furnished equipment as would otherwise be required had said equipment not been separately purchased and furnished.

- 4.3.2.3 Drainage: The A/E shall prepare a preliminary drainage plan showing the direction and quantities of flows to each drain. The Schematic Design narrative report shall provide drainage calculations in sufficient detail to give assurance that the Project can be used under the approved design storm conditions.
- 4.3.2.4 Barricades, Signing, Marking and Lighting: The A/E shall prepare, as necessary, a preliminary maintenance of traffic plan, construction operations safety plan and a security plan which show how the Work can be accomplished within operational constraints. The safety plan shall be prepared as part of the Project documents in conformance with the FAA Advisory circulars and the MDAD Airside Operations Procedures (where applicable). It shall delineate the nature, extent and location of site access, required temporary barricading, signing, marking and lighting for the Aircraft Operation Areas and Landside work areas for the Project. The safety plan shall also be coordinated with appropriate MDAD staff.
- 4.3.2.5 Work Sequence and Staging Plan: The A/E shall develop a Work Staging Plan to avoid adverse impacts on existing airport and aircraft operations and shall advise the Owner in writing of the remaining adverse impacts, if any, and estimated increase in Project costs that would result from such staging plan. The A/E shall develop a Work Sequencing Schedule showing the sequence of the construction and the relative timeframe within the overall construction period. Alternative plan(s) and associated cost(s) shall also be developed and submitted, along with an analysis by the A/E of pertinent factors and relative merits of each plan, even if such alternative plan(s) would adversely impact airport and aircraft operations. The decision as to which plan to use will be made by the Owner, and the A/E will be informed of such decision in writing.

- 4.3.2.6 Outline Specification: The A/E shall prepare an outline specification which will describe the A/E requirements, earthwork, utility adjustments and relocations, bridge substructure, superstructure, drainage, foundations, mechanical, electrical, utilities, lighting, signalization, signage, markings, external finishes, painting, security systems, fire protection systems, plumbing, and other incidental and special equipment being proposed for the Project, all of which will be considerations in the cost estimate.
- 4.3.2.7 Probable Construction Cost: The A/E shall submit a Probable Construction Cost of the Project. The Probable Construction Cost shall include the estimated costs of constructed or acquired facilities and improvements in such detail as required by the Owner including each class of equipment, operational systems, and any other direct costs that may be included in the Project by the Owner pursuant to this Agreement. No further progress payment shall be made should the Probable Construction Cost in any phase exceed the Budget, until an alternate design is provided at no additional compensation, to bring the cost within the Project Budget limitations.
- 4.3.3 During Phase 1B the Owner may direct the A/E, by Service Order, to combine specified portions of the Phase 1B and Phase 2 Primary Services and eliminate or change certain portions of the Services in order to provide Contract Documents more efficiently or cost-effectively. If so directed by the Owner, fees for these two (2) phases shall be the same as if the two (2) phases were performed in their entirety. The durations for the individual phases 1B and 2 will be combined to establish the total duration for the combined phase 1B/2, which will equal the sum of the durations for the individual phases.
- 4.3.4 The A/E shall not proceed with the following Phase 2 - Design Development until appropriate written approvals and comments on the deliverables for Phase 1B and a Service Order for the Phase 2 Primary Services are received from the Owner. All comments shall be addressed, in writing, and reflected in the Phase 2 documents. The A/E understands that such approvals, comments, and Service Order may be received individually and at different times.

#### 4.4 PHASE 2 - DESIGN DEVELOPMENT

- 4.4.1 Upon receipt from the Owner of a Service Order for Phase 2 Primary Services, the A/E shall prepare Design Development documents from the approved Schematic Design documents developed in the performance of the Phase 1B Primary Services. Phase 2 Primary Services shall produce the submittals as more fully detailed in the Professional Services Deliverables. The Design Development documents shall consist of Drawings, Outline Specifications, Work Sequencing

Schedules, and other documents as may be necessary to fix and describe the size and character of the systems and components to be included in the Project. The systems, components, and associated controls shall integrate with and be of like character to those typically found in similar projects unless otherwise specifically approved by the Owner in writing. All plans and programs developed during Phase 1B for interim locations or routings, or for the staging and sequencing of Work, shall be refined and updated as applicable. Should the need for additional plans and/or programs become apparent during the course of the performance of the Phase 2 Primary Services, such additional plans and programs shall be prepared and included in the Design Development documents.

- 4.4.2 Unless otherwise stipulated in Article 9, "Special Provisions," it is the Owner's intent to bid the Project in one (1) package. The Owner, however, reserves the right to direct that the Project be divided into as many contracts as required by operational constraints, tenant or lessees needs, adjacent project scheduling, or other reasons as determined by the Owner. If the Owner requires the Project to be broken into more bid packages than specified herein, the additional work to accomplish this will be compensated to the A/E as Additional Services.
- 4.4.3 The A/E shall participate in a Value Analysis (VA), including Life Cycle Cost Analysis, lasting approximately one (1) week. The VA will be conducted by an independent consultant under contract to the Owner and be supervised by the Project Manager. The A/E will provide documents, make an opening presentation relative to the contents of those documents, respond to questions posed by the VA consultant through the Project Manager, and be given the opportunity to respond to the VA's recommendations. Recommendations agreed to and required by the Owner will be incorporated by the A/E into the Phase 2 Services.
- 4.4.4 The A/E shall submit all documents required under Phase 2 Design Development, for review and comment by the Owner. The Design Development documents submitted shall also include updates to the Phase 1B Project Probable Construction Cost. These updates shall be based upon the approved size and character of the components of the Project Elements and the incorporation of the Owner approved recommendations of the VA. If the Phase 2 Probable Construction Cost, indicates that the Project cost shall be more than the approved Phase 1B Probable Construction, no further progress payment will be made until an alternate design is provided, at no additional compensation, to bring the cost within the Project Budget limitations. The Owner may direct the A/E to modify, without additional compensation, the Design Development documents to bring the Phase 2 Probable Construction Cost within or below the approved Phase 1B Probable Construction Cost. The A/E shall not proceed with the following Phase 3A - 30% Contract Documents until appropriate written approvals and comments on the deliverables for Phase 2 and a Service Order for the Phase 3A Primary Services, are received from the Owner. All comments shall be addressed in Phase

3A. The A/E understands that such approvals, comments, and Service Order may be received individually and at different times.

4.4.5 The A/E shall prepare exhibits required to convey the intent of the design during Phase 2 presentation to the Owner for Owner and Users' reviews. The A/E shall resolve all comments, including a follow-up presentation(s) if required.

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

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

##### 4.5.1 Phase 3A, 30% Complete Contract Documents

4.5.1.1 Upon receipt of a Service Order for Phase 3A Primary Services, the A/E shall prepare the 30% Contract Documents from the approved Design Development documents developed in the performance of the Phase 2 Primary Services. Phase 3A Primary Services, shall produce the submittals as more fully detailed in the Professional Services Deliverables.

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

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

The A/E may refer to the MMDAD, SWPPP guidance manual for information on preparing individual SWPPPs for MDAD approval and Contractor implementation.

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

4.5.1.4 The A/E shall submit all documents required under Phase 3A - 30% Contract Documents, for review and comments by the Owner. The 30% Contract Documents submittal shall apply to all applicable disciplines including, but not limited to, architectural, structural, mechanical/HVAC/plumbing/fire protection, electrical, and civil. The 30% Contract Documents submittal shall include CSI Divisions 1 through 16, shall include the preliminary full technical specification for items that have been designed, and/or technical specification as applicable to the project. The 30% Contract Documents submitted shall also include updates to the Phase 2 Project Probable Construction Cost. These updates shall be based upon the approved size and character of the components of the Project Elements as developed in the approved Phase 2 Design Development. If the Phase 3A Probable Construction Cost is higher than the Phase 2 Probable Construction Cost, no further progress payment will be made until the A/E provides an alternate design. The Owner may direct the A/E to modify, without additional compensation, the 30% Contract Documents to bring the Phase 3A Probable Construction Cost within or below the approved Phase 2 Probable Construction Cost. The A/E shall not proceed with the following Phase 3B - 75% Contract Documents until appropriate written approvals and comments on the deliverables for Phase 3A and a Service Order for Phase 3B Primary Services are received from the Owner. All comments shall be addressed in Phase 3B. The A/E understands that such approvals, comments, and Service Order may be received individually and at different times.

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

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

4.5.2.1 Upon receipt of a Service Order for Primary Services Phase 3B, the A/E shall prepare the 75% Contract Documents from the approved 30% Contract Documents developed in the performance of the Phase 3A Primary Services. Phase 3B Primary Services, shall produce the submittals as more fully detailed in the Deliverables Requirements Manual.

- 4.5.2.2 Using the documents prepared under this Article, the A/E shall submit for review the necessary portions of the Contract Documents to the authorities including, but not limited to, County, State, and/or Federal, having jurisdiction over the Project by law or contract with the County. Said documents shall be sufficient to be permitted as applicable by such authorities. The A/E shall assist the Owner in obtaining, as appropriate, such applicable certifications of "permit approval" prior to approval by the Owner of the 100% complete Review Set and printing of the Contract Documents.
- 4.5.2.3 The A/E shall develop a coordinated plan of execution for this Phase, which will include an outline, or index, of the contents of the Contract Documents along with a schedule(s) for completion and sufficient information to permit the Owner to prepare an updated Capital Project Fact Sheet.
- 4.5.2.4 The A/E shall prepare Plans in a manner that will ensure clarity of line work, notes and dimensions when reduced to 50 percent (50%) of the original size. After acceptance by the Owner, the Plans shall become part of the Contract Documents. The Technical Specifications shall provide that a system of quality control and quality assurance be a requirement of the work. The quality control and quality assurance system shall provide the procedures to be used by the Contractor and the A/E to assure that the quality of all materials, equipment systems, and furnishings function as intended and are equal to or better than called for in the specifications.
- 4.5.2.5 The A/E shall submit all documents required under Phase 3B - 75% Contract Documents for review and comments by the Owner. The 75% Contract Documents submittal shall apply to all applicable disciplines including, but not limited to, architectural, structural, mechanical/HVAC/plumbing/fire protection, electrical, and civil. The 75% Contract Documents submittal shall include CSI Divisions 1 through 16. The 75% Contract Documents submitted shall also include updates to the Phase 3A Project Probable Construction Cost. These updates shall be based upon the approved size and character of the components of the Project Elements as developed in the approved Phase 3A - 30% Contract Documents. If the Phase 3B Probable Construction Cost indicates that the Project cost shall be more than the approved Phase 3A Probable Construction Cost, no further progress payment will be made until the A/E provides an alternate design the A/E shall provide an alternate design, without additional compensation and without changing the scope of the Project, to bring the Phase 3B Probable Construction Cost within or below the approved Phase 3A Probable

Construction Cost. The Owner may direct the A/E to modify, without additional compensation, the 75% Contract Documents to bring the Phase 3B Probable Construction Cost within or below the approved Phase 3A Probable Construction Cost.

4.5.2.6 The A/E shall participate in an abbreviated (two (2) to three (3) days) follow up VA/Life Cycle study/critique/constructability after submission of 75% Construction Documents. Participation shall be as necessary to assure that the Owner approved recommendations from the Phase 2 VA have been incorporated and that any additional recommendations from this Phase 3B VA are fully understood and will be incorporated into the Contract Documents.

4.5.2.7 After review by the Owner, the A/E shall resolve all questions and have all revisions made to its documents as required by the Owner. The A/E shall prepare a 75% complete Review Set. The 75% Review Set shall be returned to the Owner with a consolidated cost and schedule breakdown by construction trade that will permit the Regulatory and Economic Resources Department to readily develop contract measures in the bidding documents. The A/E shall not proceed with the following Phase 3C - 100% Contract Documents until appropriate written approvals and comments on the deliverables for Phase 3B and a Service Order for Phase 3C Primary Services are received from the Owner. All comments shall be addressed in Phase 3C. The A/E understands that such approvals, comments, and Service Order may be received individually and at different times.

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

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

4.5.3.2 The A/E shall submit all documents required under Phase 3C - 100% Contract Documents for review and comment by the Owner. The 100% Contract Documents submittal shall apply to all applicable disciplines including, but not limited to, architectural, structural, mechanical/HVAC/plumbing/fire protection, electrical, and civil. The 100% Contract Documents submittal shall include CSI Divisions 1 through 16 and MDAD Division 0. The 100% Contract Documents submitted shall also include updates to the Phase 3B Project Probable

Construction Cost. These updates shall be based upon the approved size and character of the components of the Project Elements as developed in the approved Phase 3B - 75% Contract Documents. If the Phase 3C Probable Construction Cost indicates that the Project cost shall be more than the approved Phase 3B Probable Construction Cost, no further progress payment will be made until the A/E provides an alternate design the A/E shall, without additional compensation and without changing the scope of the Project, provide an alternate design to bring the Phase 3C Probable Construction Cost within or below the approved Phase 3B Probable Construction Cost. The Owner may direct the A/E to modify, without additional compensation, the 100% Contract Documents to bring the Phase 3C Probable Construction Cost within or below the approved Phase 3B Probable Construction Cost. The A/E shall not proceed with the following Phase 3D Bid Documents until appropriate written approvals and comments on the deliverables for Phase 3C and a Service Order for Phase 3D Primary Services are received from the Owner. All comments shall be addressed in Phase 3D. The A/E understands that such approvals, comments, and Service Order may be received individually and at different times.

#### 4.6 PHASE 3D - BID DOCUMENTS

- 4.6.1 After review by the Owner of the 100% Contract Documents, the A/E shall respond to all comments in writing within seven (7) calendar days after receipt of the comments from the Owner, acknowledging acceptance of the comments(s) which will be incorporated into the documents during Phase 4, and identifying the rejection of those comments not to be incorporated as approved by the Owner.
  - 4.6.1.1 The A/E shall assemble and submit a consolidated set of 100% Contract Documents for back check by the Owner. This set will reflect the revisions required after the 100% review by the Owner.
  - 4.6.1.2 The A/E shall recommend and justify to the Owner the overall Project Contract Time, Phasing, Interim Completion Time(s), the amounts of liquidated damages, liquidated indirect costs, and the amount of Allowance Account(s) to be incorporated in the Contract Documents.
- 4.6.2 Upon final approval of the back checked Phase 3C - 100% Contract Documents by the Owner and the receipt of a Service Order, the A/E shall prepare the Advertisements for Bids, the Bid Forms or other forms as required by the bidding procedures for the appropriate contract type, and finalize the Contract Documents to a condition suitable for final printing and distribution to prospective bidders. These 100% complete Contract Documents shall be submitted to the Owner for approval.

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

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

excess cost is a result of circumstances beyond the control of the A/E. These outside circumstances may include, but not be limited to: unforeseeable fluctuations in the cost of materials or services, changes in market conditions and demand in the construction industry, or other unforeseeable circumstances. The Department shall also reimburse the A/E for the cost of printing of Contract Documents; or

4. Suspend or abandon the Project or any components of the Work included in the Contract Documents.

4.7.6 Upon award of the Contract by the Owner and notification from Owner to the A/E that the Contract be executed, the A/E shall assemble, prepare and transmit to the Owner twelve (12) sets of the bidding and Contract Documents, complete with all addenda, forms and affidavits required by the Contract Documents.

#### 4.8 PHASE 5 - WORK RELATED SERVICES

4.8.1 Upon receipt of a Service Order for Phase 5 Work-Related Services, the A/E shall provide the Services as set forth herein. The Work-Related Services will begin upon receipt of a Service Order and will end when the final request for payment from the Contractor has been approved by the Owner and the A/E has submitted its Report of Contract Completion and the Record Drawings (As-Built Drawings) and has completed all other Services required, including the warranty related services.

4.8.2 The A/E shall provide the Owner a staffing plan including individual resumes that the A/E including Sub-Consultant(s) intends to use during the Work Related Services for review by the Owner for adequate staffing.

4.8.3 The A/E shall approve the overall progress schedule, schedule of shop drawings submissions, schedule of values, and other schedules required of the Contractor under the Contract Documents. The A/E shall visit the Work at least once per week, evaluate the work for compliance with the Contract Documents, prepare and submit to the Owner, via the Project Manager with copies to the Field Representative, a detailed written and sequentially-numbered report of the observed conditions of the Work, the progress of the Work, and other Work observations, as found or made during each visit to the Work. Such report shall be submitted to the Owner at least monthly and more frequently on an interim basis if necessary to prevent or mitigate any increase in Project costs or damages to the Owner. The A/E will not be held responsible for the means, methods, techniques, sequences or procedures used, or for safety precautions and programs, in connection with the Work performed by the Contractor, but shall immediately report to the Owner any observations of conditions which in his/her judgment would endanger persons or property, or which might result in liabilities to the Owner.

- 4.8.4 Appropriately qualified personnel of the A/E, including Sub-consultant(s) if appropriate, shall visit the Work at least once per week, unless otherwise specified in the Article 9 "Special Provisions" of this Agreement, and as necessary to fulfill the responsibilities of the A/E hereunder and in order to respond to non-routine situations that call for the A/E's expertise and /or approval in an expeditious manner. Such personnel shall coordinate with the Field Representative work-site personnel.
- 4.8.5 Based on observation and measurement of the Work satisfactorily completed and upon the request for payment from Contractor, the A/E shall review the amount requested by the Contractor on account, indicating, as applicable, the amounts which are available from Federal/State funding, and shall concur with the request for payment, in such amount. The A/E's concurrence shall constitute a representation to the Project Manager and the Owner that the Work has progressed to the point indicated; that to the best of the knowledge, information and belief of the A/E, the quality of the Work is in accordance with the Contract Documents. Such concurrence shall be based on the A/E's review and acceptance of the following:
1. An evaluation of the Work for conformance with the Contract Documents;
  2. The Field Representative's certification of the Contractor's measurements for work satisfactorily completed.
  3. The results of any subsequent test required by the Contract Documents;
  4. The review of the as-built drawings to determine completeness and accuracy up to the date of the pay request;
  5. Any specific qualifications stated in the request for payment; and
  6. The Field Representative's confirmation of the cost of labor, materials, and equipment for cost-plus work including disputed work.
- 4.8.6 The A/E shall assist the Project Manager and the Field Representative in reviewing and evaluating all Contractor's claims relating to the cost, execution and progress of the Work and on all other matters or questions related thereto.
- 4.8.7 The A/E shall have authority to require special inspection or testing of any Work questioned as to conformity with the Contract Documents whether or not such Work has been fabricated and delivered to the Project, or installed and completed.
- 4.8.8 The A/E shall, where necessary or when requested by the Owner, provide general consultation and advice, interpret the Plans and Specifications and other such Contract Documents in order to clarify the intent of the A/E with respect to the contents of the Contract Documents.

4.8.9 The A/E shall promptly review and approve shop drawings, samples, and other submissions of the Contractor(s) for conformance with the design concept of the Project Element(s) and for compliance with the information given in the Contract Documents. The A/E shall render decisions, issue interpretations, and issue correction orders within the times specified in the Contract Documents, or absent such specification, on such timely basis so as not to delay the progress of Work as depicted in the approved construction schedule.

4.8.10 The A/E's Services for Substantial Completion and Final Acceptance shall include, but not be limited to, the following:

4.8.10.1 Inspections for Substantial Completion: The A/E shall, prior to Substantial Completion of the Work, inspect the Work with the Field Representative to determine initial Punch List items, and shall re-inspect the work with the Field Representative as many times thereafter as are needed to establish a time of Substantial Completion. The A/E shall review each edition of the Punch List before it is issued by the Field Representative. Each edition of the Punch List will be distributed by the Field Representative after review by the A/E. Any User contributions to the Punch List shall be only as approved by Owner. Punch Lists shall record:

1. Defects observed in the Work, in first and succeeding visits;
2. Defects corrected (recorded by striking items from the punch list or by identifying items as corrected).

4.8.10.2 Contractor's Closeout Submittals and Actions: The A/E shall review the Field Representative's record of closeout submittals and actions for concurrence.

4.8.10.3 Determination of Substantial Completion: When the Punch List of defective items has been reduced to the point at which, in the judgment of the A/E and Field Representative, the Work can be immediately utilized for its intended purpose, division of responsibility for carryover items from the Contractor to the Owner has been set forth, and all Punch List items are judged to be capable of completion in not more than sixty (60) days, upon recommendation by the Field Representative, the A/E shall review, concur, and upon approval by the Owner, set the date of Substantial Completion.

4.8.10.4 Certificate of Occupancy: If a Certificate of Occupancy is required on this project, the A/E and Field Representative shall not certify the Work as substantially complete until a Certificate of Occupancy has been issued in accordance with the Florida Building Code.

- 4.8.10.5 Determination That the Work Is Not Substantially Complete: If the required submittals and actions by the Contractor are deficient, or if in the judgment of the Field Representative and/or the A/E the Work will not be ready for final acceptance in sixty (60) days, the A/E shall notify the Project Manager, the Field Representative, and the Contractor in writing that Substantial Completion cannot be declared, and include a list of deficient Contractor's submittals, deficient Contractor's actions, defective or incomplete items in the Work, and any other supporting reasons the Field Representative and/or the A/E may wish to state.
- 4.8.10.6 Retainage for Uncompleted Work: The A/E shall review and concur with the Field Representative's recommendation of an amount that will ensure that the Owner can employ other contractors to complete each item of work in the event of the Contractor's failure to complete. Upon approval by the Owner, this retainage for uncompleted work shall be deducted from the retainage amount otherwise due the Contractor at the time of Substantial Completion. Retainage for uncompleted work will not be paid until the Contractor completes all uncompleted items.
- 4.8.10.7 Final Acceptance: When, in the judgment of the Field Representative and the A/E the Work is complete, the date of Final Acceptance shall be set by the Owner.
- 4.8.11 The A/E shall revise Plans, specifications and other Contract Documents as necessary, shall review Change Orders, Work Orders, Bulletins, and other appropriate documentation prepared by the Field Representative, and shall assist the Project Manager and Owner in negotiations with the Contractor(s) with respect to all changes in the Work. Except for change orders and work orders resulting directly or indirectly from errors, omissions, and/or ambiguities in the Services rendered by the A/E, including Sub-consultants, such work shall be Additional Services.
- 4.8.12 The A/E shall furnish to the Department at the A/E's expense one complete set of computer produced drawing disc files (AUTOCAD) of the Record Drawings in the size and format required by the Owner in accordance with sub-article 4.2.7, and at the Owner's expense provide one (1) complete set of 35 mm aperture card microfilm reproductions. The complete set of Record Drawings shall include all pertinent shop drawings as well as the Plans included in the Contract Documents as adjusted to comply with the as-built Work. The A/E shall verify that all Record Drawings prepared by the Contractor are prepared in a manner that will ensure clarity of line work, notes, and dimensions. The A/E shall provide a certification of the quality of all equipment and systems that are a part of the finished work.

- 4.8.13 The A/E shall furnish to the Owner in an electronic data base (Microsoft Excel 2000 or higher) an index, summary and copies of all warranty documents required to be furnished by the Contractor under the consolidated Contract Documents. The Field Representative and Contractor will be responsible for providing an index and summary list all of the equipment by serial number and indicate for each the warranties, the term, conditions, and the purported legal enforcement and recourse rights of the Owner as indicated by the language in the Warranty. This list shall be reviewed by the A/E.
- 4.8.14 The A/E shall inspect the entire Project one (1) month prior to the expiration of the warranties. The A/E shall report its findings to the Owner sufficiently prior to the end of the warranty period to enable the Owner to issue an action report to the Contractor prior to the expiration of the warranty period. The A/E report shall be complete with specific recommendations covering any portions of the Work to be repaired or replaced.
- 4.8.15 In addition to the requirements set forth above, the A/E shall perform those duties of the A/E as set forth in the Contract Documents.

#### 4.9 MEETINGS AND REPORTS

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

Element that the Project is either on schedule or the Project Element is not on schedule and should the latter be stated, then the A/E shall also state the length of delay and the reasons for the delay. The A/E shall explicitly state recommendations for alleviating the delay and in subsequent monthly progress reports state whether or not the delay has been alleviated. Such report shall also relate the aggregate services performed to the total compensation paid and payable to the A/E hereunder for each Phase of the Primary Service as set forth in the corresponding invoice for payment.

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

## ARTICLE 5

### ADDITIONAL AND WORK-SITE SERVICES

5.1 AUTHORIZATION: Any Services beyond the requirements for 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 Special analyses of the needs of the Owner related to financial feasibility, or other special studies not otherwise necessary for the satisfactory performance of the Primary Services.

5.2.2 Incorporation of any User recommendations, as approved by the Owner, into drawings subsequent to Phase 2.

5.2.3 Any Services after Owner's acceptance of Phase 2 documents by the Owner relative to future facilities, systems, and equipment but not intended to be included in the Contract Documents.

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

5.2.5 Extra work required, as directed by the Owner, to break the Project into more bidding packages than specified herein, including making studies and advising the Owner of the number and type of construction contracts, taking into consideration phasing and coordination of work with the Contractors, cost impact, and the requirements and needs of the Owner and Users (if applicable).

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

- 5.2.7 Extended assistance requested in writing by the Owner for the preparation of operating and maintenance manuals, other than those provided by the Contractor, subcontractors, or manufacturer, in accordance with the Contract Documents.
- 5.2.8 Consultation concerning replacement of any work damaged by fire or other disaster during construction, and professional services in connection with replacement of such work.
- 5.2.9 Preparing to serve or serving as an expert witness at the request and on behalf of the Owner, in connection with the Project or any Project Element or component thereof, except in situations where such service is a result of the A/E's errors, omissions, or ambiguities.
- 5.2.10 Professional services required after acceptance of the Work by the Owner except as otherwise required under Primary Services.
- 5.2.11 Professional services made necessary by the default of the Contractor or by major defects in work performed under the construction Contract that have not resulted from errors, omissions, or ambiguities of the A/E.
- 5.2.12 Environmental services beyond that which is required to verify Owner-supplied information or that is beyond the scope of the Primary Services herein.
- 5.2.14 Environmental remediation engineering services will be negotiated, authorized, and paid as Additional Services; however, the incorporation of standard details and/or technical specifications provided by the Owner into the Contract Documents does not constitute Additional Services.
- 5.2.15 Services required to participate in, or otherwise assist the Owner during bid protests or negotiations with the bidder(s) after bid opening, but before the award of the Contract with the Contractor.
- 5.2.16 Preparation of reports, which are not a requirement of 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 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 by the Contract Documents or 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.
- 6.6 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**

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

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

- 8.1 COMPENSATION FOR PRIMARY SERVICES: Unless otherwise authorized by Amendment to this Agreement, payments to the A/E for Primary Services performed shall not exceed the Fixed Lump Sum amount of **Two Million Dollars (\$2,000,000.00)**.
- 8.2 PAYMENT FOR PRIMARY SERVICES UNDER THIS METHOD: Compensation for Primary Services for each project component under this Agreement shall be paid on the basis of a Fixed Lump Sum or Multiple Direct Salaries method computed as specified by the Service Order in accordance with the fees in Article 8.3.
- 8.2.1 The A/E shall not be entitled to compensation for Phases 2 through 4 (Design Development through Bidding) for alternates required because of the failure of the A/E to design the Project so that it may be constructed within the total established construction budget.
- 8.2.2 No further progress payment will be made should the Probable Construction Cost of any phase exceed the budget until an alternate design is provided in accordance with Article 4.
- 8.2.3 Payments of the Work Related Services Fee, Phase 5, shall be made in monthly installments. The amount of each monthly installment payment shall be determined by increasing the Construction Contract Time for completion of all work for this project, as stated in the Project Manual in calendar days, by twenty percent (20%) then dividing the calculated number of days by thirty (30) days/month and rounding up to the next integer. This integer will be the number of months over which the Work Related Service Fee will be paid.
- 8.2.3.1 In the event that Prolonged Period of Work Related Services, Phase 5, of Primary Services becomes necessary, payment for the Prolonged Period of Work Related Services shall be the same amount as the monthly installment payments for Work Related Services. Payments for Prolonged Period of Work Related Services shall begin once the original contract time has been exceeded by twenty percent (20%) if such extended time is due to no fault of the A/E.

8.3 PAYMENT FOR ADDITIONAL SERVICES, WORK SITE SERVICES, AND DEDICATED SERVICES ALLOWANCE ACCOUNT: The fee for Additional Services, Work Site Services and Dedicated Services authorized in accordance with the Article "Additional Services, Work Site Services, and Dedicated Services Allowance Account" of this Agreement will be computed by one of the following methods as mutually agreed to by the Owner and the Consultant:

- Fixed Lump Sum
- Multiple of Direct Salaries

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

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

8.3.3 The Fee to the Consultant for Additional Services, Work Site Services, or Dedicated Services Allowance Account based on a Multiple of Direct Salaries shall be determined as follows:

8.3.3.1 Compensation for six (6) Principal(s) shall be at the flat rate without application of any multiplier of \$170.00 per hour.

Principal(s) to be paid this rate is/are those listed by name in Appendix 2 attached to this Agreement.

8.3.3.2 Compensation for one Senior Project Manager shall be at the flat rate of \$160.00 per hour. The Senior Project Manager to be paid this rate is listed by name in Appendix 2.

8.3.3.3 Upon mutual agreement between the Department and the Consultant, the Principals and Senior Project Manager identified in Appendix 2 "Principals and Senior Project Manager" may be substituted, provided the total number of Principals or Senior Project Manager does not exceed the number of Principals or Senior Project Manager listed above.

8.3.3.4 The maximum rate of compensation for personnel, excluding the principal(s), and inclusive of the multiple of direct salary is \$160.00

8.3.3.5 In the event the Department authorizes the Consultant to perform Work Site Services, the maximum rate of compensation for personnel

including the multiple of direct salary shall be in accordance with the following chart:

Personnel	Maximum Rate including Multiplier
Senior Field Representative	\$90.00
Field Representative	\$85.00
Field Inspector	\$80.00

8.3.3.6 The maximum rate of compensation for all other personnel including the multiple of direct salary shall be in accordance with the following chart:

Personnel	Maximum Rate including Multiplier
Project Manager	\$130.00
Professional Engineer	\$130.00
Senior Engineer / Mechanical / Structural / Fueling / Fire	\$120.00
Staff Engineer / Engineer	\$115.00
Senior Design Technician	\$90.00
Design Technician / Engineer Technician	\$85.00
Clerical / Administrative	\$55.00
Technical Support	\$50.00

8.3.3.7 Compensation for authorized overtime services shall be a multiple of 1.1 times the premium pay portion of the overtime services. Total compensation for any week where overtime has been authorized shall be calculated as follows, for each person authorized overtime:

Total Hours during Week (Hrs) multiplied by the pay rate (\$); plus Total Hours during Week (Hrs) minus 40 multiplied by the pay rate (\$) multiplied by 1.1. Using conventions contained in Microsoft Excel, the equation for this would be:

$$(\text{Hrs} * \$) + (\text{Hrs} - 40) * \$ * 1.1$$

8.3.3.8 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.

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

8.4 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.

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

Subsequent to the monthly DSCMP meeting, the A/E shall submit its invoice for those services to the Project Manager. The Owner shall make payment in accordance with the provisions of Chapter 218 of the Florida Statutes. However, the Owner may reject the invoice in whole or in part. If rejected, the Owner shall notify the 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.

8.6 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.

8.7 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.

- 8.8 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.
- 8.9 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:
- 8.9.3 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.
- 8.9.4 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.
- 8.9.5 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.
- 8.9.6 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.
- 8.10 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 One Hundred Thousand Dollars (\$100,000.00), 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.
- 8.11 DEDICATED SERVICES ALLOWANCE ACCOUNTS: Any Dedicated Services, Allowance Account expenses shall be approved by the Owner in advance and authorized by a Service Order.

- 8.12 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 **Five Thousand, Five Hundred Dollars (\$5,500.00)**. 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.
- 8.13 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 **Two Hundred Thousand Dollars (\$200,000.00)**, 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.
- 8.14 TOTAL AUTHORIZED AMOUNT FOR THIS AGREEMENT: The Total Authorized Amount including the IG Audit Account for this Agreement is **Two Million, Three Hundred and Five Thousand, Five Hundred Dollars (\$2,305,500.00)**. 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 is:

The scope shall include, but not be limited to, design services and preparation of contract documents for the upgrade, maintenance, repair and/or construction of the aviation fuel storage and distribution systems and proposed facilities under the MDAD jurisdiction including, but not limited to, Midfield vehicular gas station; west load rack facility and diesel and gasoline tanks, employee emergency vehicular fuel tank; hydraulic modeling and planning services; value appraisal of aviation fueling system and any other component related to it; equipment and facilities; emergency consulting services; construction management and inspection services; environmental regulatory project associated with the fuel facility consent orders and agreements; providing recommendations and inspections for maintenance repairs of fueling facilities; reviewing proposed maintenance work estimates; updating the fueling Atlas and Master Plan; consulting; design and work site services for any work associated with the fueling systems fire protection and detection systems; CCTV; electrical; structural improvements; and any other work associated with fueling systems at MIA and General Aviation Airports (GAAs).

9.2 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.

9.3 Article 1.34 is hereby deleted in its entirety.

9.4 Pursuant to Article 2.1, the A/E shall 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.]

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

9.6 In Article 4.2, entitled "PRIMARY SERVICES SCHEDULE AND SUMMARY"

Delete: Upon receipt by the A/E of a Service Order to proceed with Phase I services, the A/E shall prepare and submit to MDAD, for its review and approval, a DSCMP for the first three phases of the project. The DSCMP shall be provided in Excel, Microsoft Project, or Primavera formats and shall include, among other things, proposed durations, from authorization to proceed, for each phase that are consistent with the following durations:

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

Substitute: Upon receipt by the A/E of a Service Order to proceed, the A/E shall prepare and submit to MDAD, for its review and approval, a DSCMP for the phases of the project. The DSCMP shall be provided in Excel, Microsoft Project, or Primavera formats and shall include, among other things, proposed durations, from authorization to proceed, for each of the Phases. This Service Order will specify the required Phases and durations for the scheduled phasing for the scope as may be required for the project and to facilitate and/or expedite the project.

Pursuant to Article 4.2.1, the A/E shall furnish or cause to be furnished design services and preparation of contract documents for the upgrade, maintenance, repair and/or construction of the aviation fuel storage and distribution systems and proposed facilities under the MDAD jurisdiction including, but not limited to, Midfield vehicular gas station; west load rack facility and diesel and gasoline tanks, employee emergency vehicular fuel tank; hydraulic modeling and planning services; value appraisal of aviation fueling system and any other component related to it; equipment and facilities; emergency consulting services; construction management and inspection services; environmental regulatory project associated with the fuel facility consent orders and agreements; providing recommendations and inspections for maintenance repairs of fueling facilities; reviewing proposed maintenance work estimates; updating the fueling Atlas and Master Plan; consulting; design and work site services for any work associated with the fueling systems fire protection and detection systems; CCTV; electrical; structural improvements; and any other work associated with fueling systems at MIA and General Aviation Airports (GAAs).

- 9.7 In Article 4.2.1 c, insert the words "or where appropriate" after the words "end of Phase 2".
- 9.8 In Article 4.2.3, delete the words "services performed during Phases 1A through 3D"
- 9.9 In Article 4.2.5, delete the words "Phases 1A through 3D of the" and substitute the word "all".
- 9.10 In Article 4.2.6, delete the words "For Phases 1A through 3D of the Primary Services" and substitute the words "As required by Service Order".
- 9.11 In Article 4.2.6, delete the words "For Phases 1A through 3D of the Primary Services" and substitute the words "As required by Service Order".

- 9.12 In Article 4.2.9, delete the words “At the end of Phases 1B, 2, and 3C” and substitute the words “If required,”.
- 9.13 In Article 4.2.14, fifth line, delete the words “Phases 3A, 3B, and 3C” and substitute the words “Design Development”.
- 9.14 In Article 4.2.14, sixth line, delete the words “Phases 2, 3A, and 3B” and substitute the words “earlier phases”.
- 9.15 In Article 4.3, entitled “PHASES 1A AND 1B - PROGRAM VERIFICATION AND PREPARATION OF SCHEMATIC DESIGN DOCUMENTS” add the words “(This phase may be waived or consolidated with other phases for some design packages)” to the end of this title.
- 9.16 In Article 4.4, entitled “PHASE 2 – DESIGN DEVELOPMENT” add the words “(This phase may be waived or consolidated with other phases for some design packages)” to the end of this title.
- 9.17 In Article 4.5, entitled “PHASES 3A, 3B, & 3C - CONTRACT DOCUMENTS” add the words “(This phase may be waived or consolidated with other phases for some design packages)” to the end of this title.
- 9.18 In Article 4.5.2, entitled “Phase 3B, 75% Complete Contract Documents” add the words “(This phase may be waived or consolidated with other phases for some design packages)” to the end of this title.
- 9.19 In Article 4.4.2, the number of bid packages under Primary Services for this Agreement is To Be Determined (TBD) and shall be established by Service Order based upon the needs of the project. These Primary Services include making studies and advising the Owner of the number and type of construction contracts, taking into consideration phasing and coordination of work with the Contractors, cost impact and requirements, and needs of the Owner and Users (if applicable).
- 9.20 In Article 4.5.3, entitled “Phase 3C, 100% Complete Contract Documents” add the words “(This phase may be waived or consolidated with other phases for some design packages)” to the end of this title.
- 9.21 Article 4.7.5 is hereby deleted in its entirety and replaced with the following:
- 4.7.5 If the lowest qualified, responsive and responsible bid received exceeds the approved Phase 3C Probable Construction Cost, the Owner may at its discretion:
1. Approve the increase of the cost of the Work that was bid pursuant to the Contract Documents; or

2. Direct the A/E to revise the Contract Documents, without changing the scope of the Project, and rebid the Work included in the revised Contract Documents (in which case the A/E shall again perform the work specified herein before, at no additional compensation, except for the reimbursement of the cost of printing of Contract Documents); or
3. Direct the A/E to revise the Contract Documents, without changing the scope of the Project, and rebid the Work included in the revised Contract Documents in which case the A/E shall again be directed to perform the work. The Department may compensate the A/E for the Work necessary to revise the Contract Documents should it be determined by the Department that the excess cost is a result of circumstances beyond the control of the A/E. These outside circumstances may include, but not be limited to: unforeseeable fluctuations in the cost of materials or services, changes in market conditions and demand in the construction industry, or other unforeseeable circumstances. The Department shall also reimburse the A/E for the cost of printing of Contract Documents; or
4. Suspend or abandon the Project or any components of the Work included in the Contract Documents.

9.22 Change title of Article 5 to read: **ADDITIONAL SERVICES, WORK SITE SERVICES, AND DEDICATED SERVICES ALLOWANCE ACCOUNT**

9.23 In Article 5.2.16, third line, delete the words "Work Related Services or"

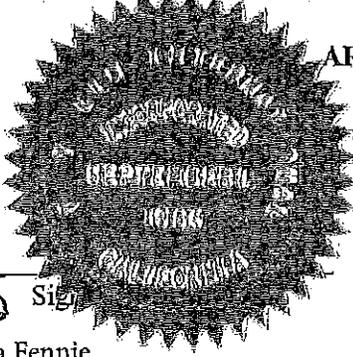
9.24 Pursuant to Article 7.7, the contract measures for this Agreement are:

**Small Business Enterprise (SBE/AE) goal of twenty-five percent (25%)**

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

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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)**

T.Y. Lin, International  
Legal Name of Corporation

**ATTEST:**

Assistant Secretary: \_\_\_\_\_

*Veronica Fennie*

Signature

Veronica Fennie

Type Name

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

*Richard A. Waters*

Architect/Engineer - Signature

Richard A. Waters, PE, Vice President

Type Name & Title

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

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

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

Signature

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

Signature

FEIN \_\_\_\_\_

**MIAMI-DADE COUNTY BOARD OF COUNTY COMMISSIONERS**

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

**ATTEST: Harvey Ruvin, Clerk**

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

Approved for Form and Legal Sufficiency

\_\_\_\_\_  
(Assistant County Attorney)

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# APPENDIX 1

## PRIMARY SERVICES FEE SCHEDULE

**APPENDIX 2**

**PRINCIPALS AND SENIOR PROJECT  
MANAGER OF THE A/E**

## **Principals**

**Richard A. Waters, P.E. Vice President**

T.Y. Lin International

**Mariano O. Valle, P.E. Sr. Vice President**

T.Y. Lin International

**Samuel N. Nifah, PE**

Nifah and Partners

**María J. Molina, PE**

Nova Consulting

**Basil S. Williams, P E**

BND Engineers, Inc.

**Yvette A. Aleman, P.E**

F. R. Aleman & Associates

## **Project Manager**

**Michael K. Miller P.E. Vice President, Senior Project Manager**

T.Y. Lin International

**APPENDIX 3**

**CRITICAL PERSONNEL  
(Per Article 3.20)**

## 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 5**

**SUBCONTRACTOR PAYMENT REPORT**



**MIAMI DADE COUNTY**  
**Small Business Development**  
**A&E Firm History Report**  
 From: 01/28/2011 To: 01/28/2016

FIRM NAME: T.Y. LIN INTERNATIONAL  
 201 Alhambra Cir, Suite 900  
 Coral Gables, FL 33134-0000

PRIMES

PROJECT #	CONTRACT	DEPT.	MEASURES	AWARD DATE	AWARD AMOUNT	PAID TO PRIME	AS OF	REQ. TO DATE	DATE REPORTED	SUBCONTRACTORS
E13-SEA-02	1	SP	GOAL CBE 18%	12/15/2015	\$2,200,000.00	\$0.00		\$0.00		<ul style="list-style-type: none"> <li>* AUTOMATED PORT SOLUTIONS, INC. - \$0.00</li> <li>* AVINO &amp; ASSOCIATES, INC. - \$0.00</li> <li>* CUNNINGHAM GROUP, INC. - \$0.00</li> <li>* NIFAH AND PARTNERS CONSULTING ENGINEERS, INC. - \$0.00</li> <li>* NV5, INC. DBA KACO - \$0.00</li> <li>* PCH COMMUNICATION, LLC - \$0.00</li> <li>* ROSS &amp; BARUZZINI, INC. - \$0.00</li> <li>* THE CORRADINO GROUP, INC. - \$0.00</li> <li>* UNDERWATER ENGINEERING SERVICES - \$0.00</li> </ul>
					<u>\$2,200,000.00</u>					

NON-EXCLUSIVE PROFESSIONAL SERVICES  
 AGREEMENT FOR CIVIL INFRASTRUCTURE  
 ENGINEERING SERVICES (SIC 871)

Total Award Amount	\$2,200,000.00
Total Change Orders Approved by BCC	\$0.00
Total Change Orders Approved After Requested Date Range	\$2,200,000.00
Total Change Orders Pending	\$0.00
	<u>\$2,200,000.00</u>

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

Change Orders without dates are pending BCC approval

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