

Date: October 3, 2019

To: Honorable Chairwoman Audrey M. Edmonson
and Members, Board of County Commissioners

From: Carlos A. Gimenez
Mayor

Subject: Resolution Approving an Award Recommendation for a Professional Services
Agreement to Gartek Engineering Corporation, Contract No. E17-MDAD-02B-2

Agenda Item No. 8(A)(1)

Resolution No. R-1015-19

Recommendation

It is recommended that the Board of County Commissioners (Board) approve the attached resolution awarding Contract No. E17-MDAD-02B-2 entitled: "Professional Services Agreement for General MEP Engineering & Design Services" to Gartek Engineering Corporation pursuant to Section 2-10.4 of the Code of Miami-Dade County. The total compensation amount is \$2,205,500 with a total contract term of five years and no renewal options. This recommendation to award has been prepared by the Miami-Dade Aviation Department (MDAD).

This is one of three award recommendations for the provision of identical services. Because the assigned contract measure for the Small Business Enterprise-Architectural/Engineering (SBE-A/E) goal differs on one of the three award recommendations, this award recommendation was advertised under a separate solicitation (Project No. E17-MDAD-02B) as well as the award recommendation to Louis J. Aguirre & Associates, P.A. The award recommendation to A.D.A. Engineering, Inc. was advertised concurrently under Project No. E17-MDAD-02A. All three award recommendations are on today's agenda as companion items.

Delegation of Authority

The authority of the County Mayor or County Mayor's designee to execute, implement, amend and terminate this contract is consistent with those authorities granted under the Code of Miami-Dade County.

Scope

PROJECT NAME: General MEP Engineering & Design Services

INTERNAL SERVICES

DEPARTMENT (ISD)

A/E PROJECT NO.: E17-MDAD-02B

CONTRACT NO.: E17-MDAD-02B-2

PROJECT DESCRIPTION:

The scope of services includes but is not limited to renovations and improvements of mechanical, electrical, plumbing and fire suppression systems for MDAD. The work scope is comprised of multiple projects that require specialties such as paging systems and evaluations of air conditioning mechanical rooms.

PROJECT LOCATIONS: Miami International Airport
Miami-Opa locka Executive Airport
Miami Homestead General Aviation Airport
Miami Executive Airport
Dade-Collier Training and Transition Airport

COMMISSION DISTRICT: The impact of this item is countywide as it involves the County's airport system.

APPROVAL PATH: Board of County Commissioners / Section 2-10.4 of the Miami-Dade County Code

USING DEPARTMENT: Miami-Dade Aviation Department

MANAGING DEPARTMENT: Miami-Dade Aviation Department

Fiscal Impact/Funding Source

FUNDING SOURCE: Reserve Maintenance Fund / Future Aviation Financing / Operating Fund Multi-Year

2000000068 MIA Support Projects	\$2,205,500
2000000094 MIA Concourse E Rehabilitation	\$2,205,500
Operating Fund	<u>\$2,205,500</u>
TOTAL:	\$6,616,500

(See Attachment A, "FY 2018-19 Adopted Budget and Multi-Year Capital Plan, Pages 117, 125 and 127")

OPERATIONS COST IMPACT: Not applicable as this is a Professional Services Agreement (PSA) for Architectural /Engineering (A/E) Services

MAINTENANCE COST IMPACT/FUNDING: Not applicable as this is a PSA for A/E services

PTP FUNDING: No

GOB FUNDING: No

ARRA FUNDING: No

**PROJECT TECHNICAL
 CERTIFICATION
 REQUIREMENTS:**

<u>TYPE</u>	<u>CODE</u>	<u>DESCRIPTION</u>
Prime	4.01	Aviation Systems – Engineering
Other	12.00	General Mechanical Engineering
Other	13.00	General Electrical Engineering
Other	17.00	Engineering Construction Management

PROPOSALS RECEIVED: 11

SUBMITTAL DATE: October 10, 2018

**SUSTAINABLE BUILDINGS
 ORDINANCE (I.O. NO. 8-8):** Deliverables involve technical services that include opportunities for achieving Leadership in Energy and Environmental Design (LEED) or sustainable measures.

CONTRACT PERIOD: Five years

OPTION(S) TO EXTEND: None

**INSPECTOR GENERAL (IG)
 FEE INCLUDED IN BASE
 CONTRACT:** No

ART IN PUBLIC PLACES: Not applicable

BASE ESTIMATE: \$2,000,000

**CONTINGENCY/DEDICATED
 ALLOWANCE (Section 2-8.1
 Miami-Dade County Code):** 10 percent / \$200,000

IG FEE: \$5,500

TOTAL AMOUNT: \$2,205,500

SEA LEVEL RISE (Ord. 14-79): The impacts of sea level rise will be considered as part of the design.

**Track Record/Monitor
 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 firm: Small Business Development (SBD) database, convicted vendors, debarred vendors, delinquent contractors, suspended vendors, and federal excluded parties list. The Capital Improvements Information System (CIIS) database reflects three evaluations with an average 3.7 rating out of 4.0 possible points.

(See Attachment B, "Contractor Evaluations Report")

SBD HISTORY OF VIOLATIONS:

No violations on record.

MINIMUM QUALIFICATIONS:

N/A

FIRM:

Gartek Engineering Corporation

COMPANY PRINCIPALS:

Robert L. Betancourt, P.E., LEED AP, President
Mel F. Garcia, P.E., LEED AP, Vice President

LOCATION OF COMPANY:

7210 SW 39th Terrace
Miami, FL 33155

PREVIOUS AGREEMENTS (AS A PRIME CONSULTANT) WITH THE COUNTY WITHIN THE PAST THREE YEARS:

None

RESPONSIBLE WAGES:

No

ASSIGNED CONTRACT MEASURES:

SBE A/E Goal - 15 percent
SBE Goods & Services (G&S) Goal - 1 percent

MEASURES ACHIEVED AT AWARD:

SBE A/E Goal - 100 percent
SBE G&S Goal - 1 percent

(See Attachment C, "SBD Project Worksheet and Compliance Review")

SBE A/E PRIME CONSULTANT: Gartek Engineering Corporation - 100 percent (\$2,200,000)

SBE G/S SUBCONTRACTOR: Go Green Document Solutions, Inc.. - 1 percent (\$22,000)

(See Attachment D, "Certificate of Assurance and Utilization Plans")

**MANDATORY
CLEARINGHOUSE:**

Not applicable

**CONTRACT MANAGER/
EMAIL:**

Enrique Perez
Eperez@miami-airport.com

**PROJECT MANAGER/
EMAIL:**

Reynaldo Garcia
Rjgarcia@miami-airport.com

SELECTION PROCESS:

The Request to Advertise (RTA) was filed with the Clerk of the Board on March 29, 2018. A total of 11 proposals were received on October 10, 2018. On March 4, 2019, the First-Tier meeting was conducted for the Competitive Selection Committee (CSC) to evaluate the proposals. The evaluation process resulted in tie scores, which were resolved by applying standard tie-breaking procedures by CSC members.

Based on the CSC's professional judgment, the information provided in the proposals was deemed sufficient to determine the qualifications of the teams. By a majority vote, the CSC decided to forego Second-Tier proceedings and recommended the following firms, in order of preference, for negotiation of two PSAs for the subject project.

Firm	Total Adjusted Qualitative Points	Total Adjusted Ordinal Score	Final Ranking
Louis J. Aguirre & Associates, P.A.	269	6	1
A.D.A. Engineering, Inc.	264	9	2
Gartek Engineering Corporation	257	11	3
Initial Engineers, P.A.	265	12	4
TLC Engineering for Architecture, Inc.	248	13	5
Wolfberg Alvarez & Partners, Inc.	252	23	6
Graef-USA Inc.	244	23	7
Louis Berger U.S., Inc.	240	23	8
Fraga Engineers, LLC	239	25	9
STV Incorporated	241	26	10
Procon Engineering, Inc.	229	26	11

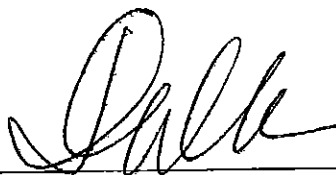
The Negotiation Committee was approved by the County Mayor’s designee on April 9, 2019. Negotiations began with Gartek Engineering Corporation (the third-ranked firm) and concluded on June 28, 2019.

The second-ranked firm, A.D.A. Engineering, Inc., was precluded from award because the firm was ranked as the “highest ranked firm” under a separate solicitation issued for the provision of identical services under Project E17-MDAD-02A, which was advertised with a 100 percent SBE-A/E Set-Aside Tier 3 goal instead of a 15 percent SBE-A/E goal. Both solicitations contain a 1 percent G&S goal.

(See Attachment E, “Negotiation Authorization, List of Respondents and Tabulation Sheets”)

BACKGROUND:

Gartek Engineering Corporation will provide professional engineering services to renovate and improve MDAD’s mechanical, electrical, plumbing and fire suppression systems throughout the County’s airport system.



Jack Osterholt
 Deputy Mayor

Attachment A

FY 2018-19 Adopted Budget and Multi-
Year Capital Plan, Pages 117, 125, and
127

FY 2018 - 19 Adopted Budget and Multi-Year Capital Plan

FINANCIAL SUMMARY

(dollars in thousands)	Actual FY 15-16	Actual FY 16-17	Budget FY 17-18	Adopted FY 18-19
Revenue Summary				
Aviation Fees and Charges	393,813	379,779	396,295	402,860
Carryover	71,992	106,181	82,331	84,730
Commercial Operations	273,093	271,737	277,305	279,753
Non-Operating Revenue	81,427	87,220	87,000	87,000
Other Revenues	30,647	19,268	21,929	18,933
Rental Income	143,480	150,278	146,024	149,707
Total Revenues	994,452	1,014,463	1,010,884	1,022,983
Operating Expenditures				
Summary				
Salary	91,407	92,769	99,663	101,836
Fringe Benefits	28,532	32,573	37,285	41,009
Court Costs	215	194	494	494
Contractual Services	81,831	87,803	106,463	107,097
Other Operating	131,158	129,186	159,256	166,204
Charges for County Services	78,254	84,115	90,605	97,254
Grants to Outside Organizations	0	0	0	0
Capital	4,156	3,324	4,645	3,063
Total Operating Expenditures	415,553	429,974	498,411	516,957
Non-Operating Expenditures				
Summary				
Transfers	472,716	481,697	427,743	418,143
Distribution of Funds In Trust	0	0	0	0
Debt Service	0	0	0	0
Depreciation, Amortizations and Depletion	0	0	0	0
Reserve	0	0	84,730	87,883
Total Non-Operating Expenditures	472,716	481,697	512,473	506,026

(dollars in thousands)	Total Funding		Total Positions	
Expenditure By Program	Budget FY 17-18	Adopted FY 18-19	Budget FY 17-18	Adopted FY 18-19
Strategic Area: Transportation				
Executive	4,621	5,157	18	15
Administration	61,632	62,219	143	142
Business Retention and Development	8,802	5,967	49	40
Commercial Operations	70,415	74,707	0	0
Facilities Development	19,809	22,523	41	41
Facilities Management	122,180	126,350	450	461
Finance and Strategy	12,821	13,719	68	74
Airport Concessions Business Development	0	2,994	0	9
Non-Departmental Operations	63,216	61,616	0	0
Operations	45,517	44,970	436	445
Policy Advisement	9,385	9,727	50	50
Public Safety and Security	80,013	87,008	111	123
Total Operating Expenditures	498,411	516,957	1,366	1,400

SELECTED ITEM HIGHLIGHTS AND DETAILS

Line Item Highlights	(dollars in thousands)				
	Actual FY 15-16	Actual FY 16-17	Budget FY 17-18	Actual FY 17-18	Budget FY 18-19
Advertising	722	760	1,039	888	1,182
Fuel	762	906	1,318	1,276	1,283
Overtime	4,184	5,162	4,146	3,533	4,457
Security Services	7,063	6,202	8,657	9,071	8,581
Temporary Services	186	97	50	18	50
Travel and Registration	321	389	829	351	898
Utilities	48,251	47,541	52,710	48,717	50,372

FY 2018 - 19 Adopted Budget and Multi-Year Capital Plan

FUNDED CAPITAL PROJECTS

(dollars in thousands)

MIAMI INTERNATIONAL AIRPORT - CENTRAL BASE APRON AND UTILITIES

PROJECT #: 2000000093

DESCRIPTION: Replace, reconfigure, and expand apron-east of the old Pan American 3085 Hangar; culvert and filling of existing canal; construct a new service road and service road bridge; and provide new pavement markings

LOCATION: Miami International Airport
Unincorporated Miami-Dade County

District Located: 6
District(s) Served: Countywide

REVENUE SCHEDULE:	PRIOR	2018-19	2019-20	2020-21	2021-22	2022-23	2023-24	FUTURE	TOTAL
Aviation 2016 Commercial Paper	3,309	0	0	0	0	0	0	0	3,309
Aviation Passenger Facility Charge	0	0	9,146	15,924	11,430	0	0	0	36,500
FDOT Funds	36	856	3,043	11,476	9,262	0	0	0	24,675
Federal Aviation Administration	2,764	6,419	18,257	7,667	0	0	0	0	35,107
Future Financing	0	7,028	483	0	0	1,380	0	0	8,891
TOTAL REVENUES:	6,111	14,303	30,929	35,067	20,692	1,380	0	0	108,482
EXPENDITURE SCHEDULE:	PRIOR	2018-19	2019-20	2020-21	2021-22	2022-23	2023-24	FUTURE	TOTAL
Construction	1,168	14,303	30,929	35,067	20,692	1,380	0	0	103,539
Planning and Design	4,943	0	0	0	0	0	0	0	4,943
TOTAL EXPENDITURES:	6,111	14,303	30,929	35,067	20,692	1,380	0	0	108,482

MIAMI INTERNATIONAL AIRPORT - CONCOURSE E REHABILITATION

PROJECT #: 2000000094

DESCRIPTION: Renovate MIA's Concourse E to include interior, exterior, and code requirement upgrades; complete passenger loading bridge upgrades; replace automated people mover; provide apron pavement rehabilitation of Concourse E Satellite and Lower Concourse E; and implement automated processing for inbound international passengers working in conjunction with the Department of Homeland Security utilizing the latest technology and modified Transportation Security Administration approved processes

LOCATION: Miami International Airport
Unincorporated Miami-Dade County

District Located: 6
District(s) Served: Countywide

REVENUE SCHEDULE:	PRIOR	2018-19	2019-20	2020-21	2021-22	2022-23	2023-24	FUTURE	TOTAL
Aviation 2016 Commercial Paper	39,313	0	0	0	0	0	0	0	39,313
Aviation Revenue Bonds	75,000	0	0	0	0	0	0	0	75,000
FDOT Funds	41,150	2,313	4,373	37	332	8,172	0	0	56,377
Federal Aviation Administration	8,735	0	0	0	0	0	0	0	8,735
Future Financing	0	26,634	49,540	34,026	20,346	15,020	0	0	145,565
Improvement Fund	3,576	0	0	0	0	0	0	0	3,576
Reserve Maintenance Fund	60,292	0	0	0	0	0	0	0	60,292
TOTAL REVENUES:	228,066	28,947	53,913	34,063	20,677	23,192	0	0	388,858
EXPENDITURE SCHEDULE:	PRIOR	2018-19	2019-20	2020-21	2021-22	2022-23	2023-24	FUTURE	TOTAL
Construction	213,163	25,958	52,948	33,399	20,603	23,192	0	0	369,263
Planning and Design	14,903	2,989	965	664	74	0	0	0	19,595
TOTAL EXPENDITURES:	228,066	28,947	53,913	34,063	20,677	23,192	0	0	388,858

FY 2018 - 19 Adopted Budget and Multi-Year Capital Plan

MIAMI INTERNATIONAL AIRPORT - PASSENGER BOARDING BRIDGES PROGRAM **PROJECT #:** 2000000596

DESCRIPTION: Replace 34 Passenger Boarding Bridges (PBBs) and associated equipment at concourses D, E, F, and G within the next 5 years

LOCATION: Miami International Airport **District Located:** 6
 Unincorporated Miami-Dade County **District(s) Served:** Countywide

REVENUE SCHEDULE:	PRIOR	2018-19	2019-20	2020-21	2021-22	2022-23	2023-24	FUTURE	TOTAL
Aviation 2016 Commercial Paper	4,882	0	0	0	0	0	0	0	4,882
Aviation Passenger Facility Charge	0	1,487	25,787	16,045	1,528	20,453	0	0	65,300
Future Financing	0	7,668	0	0	0	0	0	0	7,668
TOTAL REVENUES:	4,882	9,155	25,787	16,045	1,528	20,453	0	0	77,850

EXPENDITURE SCHEDULE:	PRIOR	2018-19	2019-20	2020-21	2021-22	2022-23	2023-24	FUTURE	TOTAL
Construction	1,966	9,155	25,787	16,045	1,528	20,453	0	0	74,934
Planning and Design	2,916	0	0	0	0	0	0	0	2,916
TOTAL EXPENDITURES:	4,882	9,155	25,787	16,045	1,528	20,453	0	0	77,850

MIAMI INTERNATIONAL AIRPORT - RESERVE MAINTENANCE PROJECTS **PROJECT #:** 200000068

DESCRIPTION: Provide funding for various unusual and/or extraordinary projects including, but not limited to maintenance, repairs, renewals, and/or replacement; replace IT equipment; fund miscellaneous environmental projects, paving rehabilitation, elevator modernization, Concourse H restroom renovations, roofing repairs, switch gear replacement at Concourse G, and fire main replacement at buildings 890, 891, and 896

LOCATION: Miami International Airport **District Located:** 6
 Unincorporated Miami-Dade County **District(s) Served:** Countywide

REVENUE SCHEDULE:	PRIOR	2018-19	2019-20	2020-21	2021-22	2022-23	2023-24	FUTURE	TOTAL
FDOT Funds	230	4,535	0	0	0	0	0	0	4,765
Federal Aviation Administration	3,127	0	0	0	0	0	0	0	3,127
Reserve Maintenance Fund	38,800	80,465	77,000	77,000	77,000	77,000	0	0	427,265
TOTAL REVENUES:	42,157	85,000	77,000	77,000	77,000	77,000	0	0	435,157

EXPENDITURE SCHEDULE:	PRIOR	2018-19	2019-20	2020-21	2021-22	2022-23	2023-24	FUTURE	TOTAL
Construction	41,395	83,800	75,800	75,800	75,800	75,800	0	0	428,395
Planning and Design	762	1,200	1,200	1,200	1,200	1,200	0	0	6,762
TOTAL EXPENDITURES:	42,157	85,000	77,000	77,000	77,000	77,000	0	0	435,157

Attachment B

Contractor Evaluations Report



Capital Improvements Information System
Contractor Evaluations Report (All Contracts)

<u>Dept ID</u>	<u>Contract</u>	<u>Type</u>	<u>Contractor / Architect Name</u>	<u>Date</u>	<u>Rater</u>	<u>Period</u>	<u>Rate</u>
	EDP-ID-Z000156	EDP	<u>GARTEK ENGINEERING CORPORATION</u>	7/18/2016	Aundria Blatch	Interim	<u>3.8</u>
PR	EDP-PR-SR-9999908003-A-2	EDP	<u>GARTEK ENGINEERING CORPORATION</u>	1/12/2009	John Gouthro	Project conclusion or closeout	<u>3.3</u>
PR	EDP-PR-SR-999999-08-003-A	EDP	<u>GARTEK ENGINEERING CORPORATION</u>	9/17/2014	Li Gurau	Project conclusion or closeout	<u>4.0</u>

Evaluation Count: 3 Contractors: 1 Average Evaluation: 3.7

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Attachment C

SBD Project Worksheet and Compliance Review



Small Business Development Division Project Worksheet

Project/Contract Title: GENERAL MEP ENGINEERING & DESIGN SERVICES **Received Date:** 06/16/2017
Project/Contract No: E17-MDAD-02, B **Funding Source:**
Department: AVIATION **AVIATION REVENUE FUND,**
Estimated Cost of Project/Bid: \$2,000,000.00 **RESERVE MAINTENAN** **Resubmittal Date(s):** 02/23/2018
Description of Project/Bid: The scope of services to be provided by the selected A/E firm includes, but is not limited to, renovations and improvements of Mechanical, Electrical, Plumbing and Fire Suppression Systems Terminal-wide. These are multiple projects and require specialties such as piping systems, as well as, evaluations of A/C mechanical and electrical rooms.

Measure	Program	Goal Percent
Goal	SBE/GS	1.00%
Goal	SBE/AE	15.00%

SMALL BUSINESS ENTERPRISE - ARCHITECTURAL & ENGINEERING (SBE/AE)
 An analysis of the factors contained in the project package, as well as the factors contained in Section V. C. of Implementing Order 3-32 indicates a 15.00% SBE/A&E goal is appropriate for this contract.

SMALL BUSINESS ENTERPRISE - GOODS & SERVICES (SBE/GS)
 An analysis of the factors contained in section VIII. B. of Implementing Order 3-41 & Ordinance 14-41 indicates that a 1.00% SBE/G&S Goal is appropriate for this contract in NIGP Category Office Supplies, General (61500).

This contract will consist of two (2) PSA projects each for \$2,000,000.

Commodity Code: 61500-Office Supplies, General
 Technical Category: 0401-Aviation Systems-Engineering Design; 1200-General Mechanical Engineering; 1300-General Electrical Engineering; 1700-Engineering Construction Management

Subtrade	Cal.	Estimated Value	% of Items to Base Bid	Availability
GENERAL MECHANICAL ENGINEERING	SBE/AE	\$100,000.00	5.00%	
OFFICE SUPPLIES, GENERAL	SBE/GS	\$20,000.00	1.00%	
ENGINEERING CONSTRUCTION MANAGEMENT	SBE/AE	\$100,000.00	5.00%	
GENERAL ELECTRICAL ENGINEERING	SBE/AE	\$100,000.00	5.00%	
Total		\$320,000.00	16.00%	

Living Wages: YES NO
 Responsible Wages: YES NO

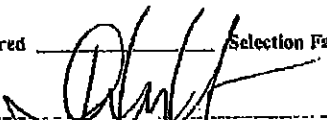
Responsible Wages and Benefits applies to all construction projects over \$100,000 that do not utilize federal fund. For federally funded projects, unless prohibited by federal or state law or disallowed by a governmental funding source, the HIGHER wage between Davis Bacon and Responsible Wages and Benefits shall apply.



Small Business Development Division
Project Worksheet

Project/Contract Title: GENERAL MEP ENGINEERING & DESIGN SERVICES Received Date: 06/16/2017
Project/Contract No: E17-MDAD-02, B Funding Source:
Department: AVIATION AVIATION REVENUE FUND.
Estimated Cost of Project/Bid: \$2,000,000.00 RESERVE MAINTENAN Resubmittal Date(s): 02/23/2018



Tier 1 Set Aside _____ Tier 2 Set Aside _____
Set Aside _____ Level 1 _____ Level 2 _____ Level 3 _____
Trade Set Aside (MCC) _____ Goal _____ Bid Preference _____
No Measure _____ Deferred _____ Selection Factor _____
CWP _____  _____ Date _____
County Mayor/Designee

Memorandum



DATE: December 18, 2018
TO: Namita Uppal, Chief Procurement Officer
Internal Services Department
FROM: Gary Hartfield, Division Director
Internal Services Department
Small Business Development
SUBJECT: Compliance Review
General MEP Engineering & Design Services
Project # E17-MDAD-02B

Small Business Development (SBD), a Division of the Internal Services Department, has completed its review of the subject project for compliance with the Small Business Enterprise Program for Architectural and Engineering Services (SBE-A&E) and the Small Business Enterprise - Goods & Services (SBE-G&S) Program. The contract measures established for this project is a SBE-A&E 15.00% sub-consultant goal, and a 1% SBE-G&S goal.

The Strategic Procurement Division of the Internal Services Department submitted proposals that included the Certificate of Assurance from Lead A/E Firms: Graef-USA, Inc., Fraga Engineers, LLC, STV Incorporated, A D A Engineering Inc., Louis Berger U.S., Inc., Initial Engineers PA, TLC Engineering For Architecture Inc., Procon Engineering Inc., Louis J Aguirre & Associates PA, Wolfberg Alvarez & Partners Inc. and Gartek Engineering Corporation, acknowledging the project's SBE measures. All referenced firms also submitted their Utilization Plan (UP) via the Business Management Workforce System (BMWS). Please find the results of SBD's compliance review below.

FIRM:

STATUS:

- | | |
|--|-----------|
| 1. Graef-USA, Inc. | Compliant |
| 2. Fraga Engineers, LLC | Compliant |
| 3. STV Incorporated | Compliant |
| 4. A D A Engineering Inc. | Compliant |
| 5. Louis Berger U.S., Inc. | Compliant |
| 6. Initial Engineers PA | Compliant |
| 7. TLC Engineering For Architecture Inc. | Compliant |
| 8. Procon Engineering Inc. | Compliant |
| 9. Louis J Aguirre & Associates PA | Compliant |
| 10. Wolfberg Alvarez & Partners Inc | Compliant |
| 11. Gartek Engineering Corporation | Compliant |

SUMMARY:

Graef-USA, Inc., (1) a non-certified SBE-A&E firm committed to utilize the following certified firm HCS Engineers, LLC to perform Technical Certification (TC) categories, 1200-General Mechanical Engineering; 1300-General Electrical Engineering and 1700-Engineering Construction Management at (15%).

Graef-USA, Inc., has satisfied the contract's SBE-A&E sub-consultant goal and is in compliance with the SBE-A&E measure established for this contract. The sub-consultant confirmed their participation via the BMWS in agreement with the measures.

Graef-USA, Inc., committed to utilize Doral Digital Reprographics Corp, a certified SBE-G&S firm to provide (NIGP) category, 95618 Copying Services) at 1% in satisfaction of the 1% SBE-G&S goal. The subcontractor confirmed their participation via the BMWS in agreement with the measures.

Graef-USA, Inc., has satisfied the contract's 1% SBE-G&S sub-contractor goal, and is in compliance with the overall Small Business Measure established for this contract. The subcontractors confirmed their participation via the BMWS in agreement with the measures.

Fraga Engineers, LLC, (2) a certified SBE-A&E firm committed to perform with its own forces Technical Certification (TC) categories, 0401-Aviation Systems-Engineering Design; 1200-General Mechanical Engineering; 1300-General Electrical Engineering and 1700-Engineering Construction Management at 100%.

Fraga Engineers, LLC, has satisfied the contract's SBE-A&E 15% sub-consultant goal and is in compliance with the SBE-A&E measure established for this contract.

Fraga Engineers, LLC, committed to utilize Espirito Santo Graphics, Inc., a certified SBE-G&S firm to provide (NIGP) category, 95620 Copying Services) at 1% in satisfaction of the 1% SBE-G&S goal. The subcontractor confirmed their participation via the BMWS in agreement with the measures.

Fraga Engineers, LLC, has satisfied the contract's 1% SBE-G&S sub-contractor goal, and is in compliance with the overall Small Business Measure established for this contract. The subcontractors confirmed their participation via the BMWS in agreement with the measures.

STV Incorporated, (3) a non-certified SBE-A&E firm committed to utilize the following certified SBE-A&E firm Maqueira Engineering Consultants, Inc., to perform Technical Certification (TC) categories, 1200-General Mechanical Engineering; 1300-General Electrical Engineering and 1700-Engineering Construction Management at (15%).

STV Incorporated, has satisfied the contract's SBE-A&E 15% sub-consultant goal and is in compliance with the SBE-A&E measure established for this contract. The sub-consultant confirmed their participation via the BMWS in agreement with the measures.

STV Incorporated, (3) committed to utilize Blue Digital Corp a certified SBE-G&S firm to provide (NIGP) category, 95620 Copying Services) at 1% in satisfaction of the 1% SBE-G&S goal. The subcontractor confirmed their participation via the BMWS in agreement with the measures.

STV Incorporated, has satisfied the contract's 1% SBE-G&S sub-contractor goal, and is in compliance with the overall Small Business Measure established for this contract. The subcontractors confirmed their participation via the BMWS in agreement with the measures.

A D A Engineering Inc., (4) a certified SBE-A&E firm committed to perform with its own forces Technical Certification (TC) categories, 0401-Aviation Systems-Engineering Design; 1200-General Mechanical Engineering; 1300-General Electrical Engineering and 1700-Engineering Construction Management at 100%.

A D A Engineering Inc., has satisfied the contract's SBE-A&E 15% sub-consultant goal and is in compliance with the SBE-A&E measure established for this contract.

A D A Engineering Inc., committed to utilize Doral Digital Reprographics Corp a certified SBE-G&S firm to provide (NIGP) category, 96618 (Copying Services) at 1% in satisfaction of the 1% SBE-G&S goal. The subcontractor confirmed their participation via the BMWS in agreement with the measures.

A D A Engineering Inc., has satisfied the contract's 1% SBE-G&S sub-contractor goal, and is in compliance with the overall Small Business Measure established for this contract. The subcontractors confirmed their participation via the BMWS in agreement with the measures.

Louis Berger U.S., Inc., (5) a non-certified SBE-A&E firm committed to utilize the following certified firm Basulto & Associates, Inc., to perform Technical Certification (TC) categories, 1200-General Mechanical Engineering; 1300-General Electrical Engineering and 1700-Engineering Construction Management at (15%).

Louis Berger U.S., Inc., has satisfied the contract's SBE-A&E 15% sub -consultant goal and is in compliance with the SBE-A&E measure established for this contract. The sub-consultant confirmed their participation via the BMWS in agreement with the measures.

Louis Berger U.S., Inc., committed to utilize Air Logic Services, Inc., a certified SBE-G&S firm to provide (NIGP) category, 91036 Heating, Air Conditioning, and Ventilation Maintenance, Repair and Installation Services (testing) at 1% in satisfaction of the 1% SBE-G&S goal. The subcontractor confirmed their participation via the BMWS in agreement with the measures.

Louis Berger U.S., Inc., has satisfied the contract's 1% SBE-G&S sub-contractor goal, and is in compliance with the overall Small Business Measure established for this contract. The subcontractors confirmed their participation via the BMWS in agreement with the measures.

Initial Engineers PA, (6) a certified SBE-A&E firm committed to perform with its own forces Technical Certification (TC) categories, 0401-Aviation Systems-Engineering Design; 1200-General Mechanical Engineering; 1300-General Electrical Engineering and 1700-Engineering Construction Management at 100%.

Initial Engineers PA, has satisfied the contract's SBE-A&E 15% sub -consultant goal and is in compliance with the SBE-A&E measure established for this contract. The sub-consultant confirmed their participation via the BMWS in agreement with the measures.

Initial Engineers PA committed to utilize Go Green Document Solutions, Inc., a certified SBE-G&S firm to provide (NIGP) category, 95620 Copying Services) at 0.5% and 96224 Courier/Delivery Services, Including Air Courier Services) Zap Logistics, LLC D/B/A Zap Courier & Logistics at 0.5% in satisfaction of the 1% SBE-G&S goal. The subcontractor confirmed their participation via the BMWS in agreement with the measures.

Initial Engineers PA, has satisfied the contract's 1% SBE-G&S sub-contractor goal, and is in compliance with the overall Small Business Measure established for this contract. The subcontractors confirmed their participation via the BMWS in agreement with the measures.

TLC Engineering for Architecture Inc., (7) a non-certified SBE-A&E firm committed to utilize the following certified firm TWR Engineers, Inc., to perform Technical Certification (TC) categories, 1200-General Mechanical Engineering; at (15%).

TLC Engineering for Architecture Inc., has satisfied the contract's SBE-A&E 15% sub -consultant goal and is in compliance with the SBE-A&E measure established for this contract. The sub-consultant confirmed their participation via the BMWS in agreement with the measures.

TLC Engineering for Architecture Inc., committed to utilize Blue Digital Corp a certified SBE-G&S firm to provide (NIGP) category, 95620 Copying Services) at 1% in satisfaction of the 1% SBE-G&S goal. The subcontractor confirmed their participation via the BMWS in agreement with the measures.

TLC Engineering for Architecture Inc., has satisfied the contract's 1% SBE-G&S sub-contractor goal, and is in compliance with the overall Small Business Measure established for this contract. The subcontractors confirmed their participation via the BMWS in agreement with the measures.

Procon Engineering Inc., (8) a certified SBE-A&E firm committed to perform with its own forces Technical Certification (TC) categories, 0401-Aviation Systems-Engineering Design; 1200-General Mechanical Engineering; 1300-General Electrical Engineering and 1700-Engineering Construction Management at 100%.

Procon Engineering Inc., has satisfied the contract's SBE-A&E 15% sub -consultant goal and is in compliance with the SBE-A&E measure established for this contract. The sub-consultant confirmed their participation via the BMWS in agreement with the measures.

Procon Engineering Inc., committed to utilize Espirito Santo Graphics, Inc., a certified SBE-G&S firm to provide (NIGP) category, 95620 Copying Services) at 1% in satisfaction of the 1% SBE-G&S goal. The subcontractor confirmed their participation via the BMWS in agreement with the measures.

Procon Engineering Inc., has satisfied the contract's 1% SBE-G&S sub-contractor goal, and is in compliance with the overall Small Business Measure established for this contract. The subcontractors confirmed their participation via the BMWS in agreement with the measures.

Louis J Aguirre & Associates PA, (9) a certified SBE-A&E firm committed to perform with its own forces Technical Certification (TC) categories, 0401-Aviation Systems-Engineering Design; 1200-General Mechanical Engineering; 1300-General Electrical Engineering and 1700-Engineering Construction Management at 100%.

Louis J Aguirre & Associates PA, has satisfied the contract's SBE-A&E 15% sub -consultant goal and is in compliance with the SBE-A&E measure established for this contract. The sub-consultant confirmed their participation via the BMWS in agreement with the measures.

Louis J Aguirre & Associates PA, committed to utilize Go Green Document Solutions, Inc., a certified SBE-G&S firm to provide (NIGP) category, 95620 Copying Services) at 1% in satisfaction of the 1% SBE-G&S goal. The subcontractor confirmed their participation via the BMWS in agreement with the measures.

Louis J Aguirre & Associates PA, has satisfied the contract's 1% SBE-G&S sub-contractor goal, and is in compliance with the overall Small Business Measure established for this contract. The subcontractors confirmed their participation via the BMWS in agreement with the measures.

Wolfberg Alvarez & Partners Inc., (10) a non-certified SBE-A&E firm committed to utilize the following certified firm TWR Engineers, Inc., to perform Technical Certification (TC) categories, 1200-General Mechanical Engineering and 1300-General Electrical Engineering at (15%).

Wolfberg Alvarez & Partners Inc., has satisfied the contract's SBE-A&E 15% sub -consultant goal and is in compliance with the SBE-A&E measure established for this contract. The sub-consultant confirmed their participation via the BMWS in agreement with the measures.

Wolfberg Alvarez & Partners Inc., committed to utilize Espirito Santo Graphics, Inc., a certified SBE-G&S firm to provide (NIGP) category, 95620 Copying Services) at 1% in satisfaction of the 1% SBE-G&S goal. The subcontractor confirmed their participation via the BMWS in agreement with the measures.

Wolfberg Alvarez & Partners Inc., has satisfied the contract's 1% SBE-G&S sub-contractor goal, and is in compliance with the overall Small Business Measure established for this contract. The subcontractors confirmed their participation via the BMWS in agreement with the measures.

Gartek Engineering Corporation, (11) a certified SBE-A&E firm committed to perform with its own forces Technical Certification (TC) categories, 0401-Aviation Systems-Engineering Design (10%); 1200-General Mechanical Engineering (40%); 1300-General Electrical Engineering (40%); 1700-Engineering Construction Management (10%).

Gartek Engineering Corporation, has satisfied the contract's SBE-A&E 15% sub -consultant goal and is in compliance with the SBE-A&E measure established for this contract. The sub-consultant confirmed their participation via the BMWS in agreement with the measures.

Gartek Engineering Corporation, committed to utilize Go Green Document Solutions, Inc., a certified SBE-G&S firm to provide (NIGP) category, 95620 Copying Services) at 1% in satisfaction of the 1% SBE-G&S goal. The subcontractor confirmed their participation via the BMWS in agreement with the measures.

Gartek Engineering Corporation, has satisfied the contract's 1% SBE-G&S sub-contractor goal, and is in compliance with the overall Small Business Measure established for this contract. The subcontractors confirmed their participation via the BMWS in agreement with the measures.

SBD has verified that none of the aforementioned firms are listed on the Goal Deficit Make-Up Report as of December 1, 2018. Also, a review of the History of Violations Report as of December 4, 2018 indicates that none of the aforementioned firms have an open violation.

Please note that SBD staff reviewed and addressed compliance with the SBE-A&E and SBE-G&S measure. The Strategic Procurement Division of the Internal Services Department is responsible for any other issues that may exist. Should you have any questions or need any additional information, please do not hesitate to call Pedro Rosa, SBD Capital Improvement Project Specialist at (305) 375-3104.

c: Amado Gonzalez, (ISD)
Laurie Johnson, (ISD)

Attachment D

Certificate of Assurance and Utilization Plans



SMALL BUSINESS DEVELOPMENT
CERTIFICATE OF ASSURANCE (COA)

SMALL BUSINESS PARTICIPATION ON COUNTY PROJECTS

This form must be submitted with bid documents by all bidders/proposers on a Miami-Dade County project with Small Business Enterprise ("SBE") program measure(s).

Project No.: E17-MDAD-02B Project Title: MEP Engineering and Design Services B
Name of Bidder/Proposer: Gartek Engineering Corporation Contact Person: Mel F. Garcia, P.E., LEED AP
Address: 7210 SW 39 Terrace City: Miami State: FL ZIP: 33155
Phone Number: 305-266-8997 Email address: MGarcia@gartek.cc

The bidder/proposer is committed to meeting the established measure(s) assigned to this project: _____ % SBE-A/E,
_____ % SBE-Cons, _____ Trade Set-aside SBE-Cons, _____ % SBE-G, and/or _____ % SBE-S.
(For Goals, write in the percentage. For Set-aside, put a check mark on)

Mel F. Garcia, P.E., LEED AP, Vice President

10-10-2018

Print Prime Bidder's Name & Title

Print Bidder's Signature

Date

To satisfy the requirements for Step 1 - Bid Submittal and Compliance with Small Business Enterprise Program(s), the following are required:

1. Acknowledgement of the SBE-A/E, SBE-Cons, SBE-G and/or SBE-S measure(s) established for this project via this Certificate of Assurance.
2. Agree to engage in the solicitation of approved Miami-Dade County Small Business Enterprise firm(s) to achieve the established measure(s) as indicated in the Project Documents (specifications).
3. Agree to submit a list of certified SBEs to satisfy the measure via Miami-Dade County's Business Management Workforce System ("BMWS") within the specified timeframe, upon email notification from the Small Business Development ("SBD") Division or BMWS.

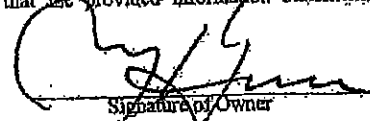
To satisfy the requirements for Step 2 - Bid Evaluation and Recommendation for Award, please attest that:

I understand that my company will be deemed non-compliant and not eligible for award if I fail to (1) submit this form with my bid documents and/or (2) submit my company's Utilization Plan which shall list all certified Miami-Dade County Small Business Enterprise firms whom will be subcontracted with to satisfy the project's established SBE measure(s) via BMWS, within the specified timeframe, upon email notification from SBD or BMWS. Each SBE subcontractor, subconsultant, and/or sub-vendor will also be required to confirm its contractual relationship via BMWS, within the specified timeframe, for final approval by SBD.

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

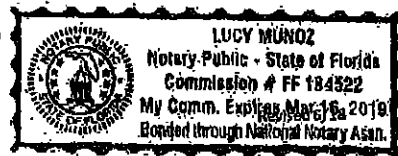
BEFORE ME, an officer duly authorized to administer oaths and take acknowledgement, personally appeared Mel F. Garcia, who being first sworn deposes and affirms that the provided information statements are true and correct to the best of his/her knowledge information and belief.


Signature of Owner

SWORN TO and subscribed before me this 10th day of October, 2018


Signature of Notary Public - State of Florida

My Commission Expires: March 16th, 2019



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Utilization Plan: View Plan

Proposal Main View Proposal Settings Docs Goal Setting Utilization Plans Comments Linked Records Reports
E17-MDAD-02B: GENERAL MEP ENGINEERING & DESIGN SERVICES Status: Open
 Estimated Cost: \$2,000,000

This Utilization Plan has been Approved. Scroll down to view the details of the plan. Click the button to transfer some or all of the subcontract records to an existing contract. Once a record is transferred it cannot be transferred again. However if any subcontractors are not included in the transfer they will remain available for transfer. After the transfer process is complete a Linked Contract field will appear to provide quick access to the contract. Use the Linked Contract field to access the contract that subs were previously transferred to.

[Refresh Actions & Notices](#)

Utilization Plan Summary

E17-MDAD-02B: GENERAL MEP ENGINEERING & DESIGN SERVICES
 UP for E17-MDAD-02, B-General MEP Engineering & Design Services SBE-A&E
 Proposal Reference Original, version 0
 Phase Approved
 Status
 Notification Date 11/27/2018 by Pedro Rosa
 Due Date 12/4/2018 10:00 am US/Eastern
 Submission Date 12/4/2018 by PAULA RIVEROS
 Review Date 12/17/2018 by Pedro Rosa

Utilization Plan Information

Estimated Bid/Transaction Amount: \$2,200,000
 Public Comments
 MDC-TCC 04-01 ENGINEERING DESIGN
 MDC-TCC 12 GENERAL MECHANICAL ENGINEERING
 MDC-TCC 13 GENERAL ELECTRICAL ENGINEERING
 MDC-TCC 17 ENGINEERING CONSTRUCTION MANAGEMENT

Primary Bidder/Prime Contractor

Vendor Name	Cart	Inc in Goal	\$ Total	\$ Self Perf	\$ For Credit	Actions
<input checked="" type="checkbox"/> Gartek Engineering Corporation	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	\$2,200,000	\$2,200,000 100.00%	\$2,200,000 100.00%	View
		<input type="checkbox"/>				
		<input type="checkbox"/>				

Subcontractors

No subcontractors assigned to this utilization plan.

Goal & Waiver Summary

Goal Type	Goal	Plan	Status	\$ to Reach Goal	Waiver Status
Overall Goal	15.00%	100.00%	85.00% above goal		
DBE	0.00%	0.00%	Met goal		
SBD Goal	0.00%	0.00%	Met goal		

B2Gnow

SBE - A&E	15.00%	100.00%	85.00% above goal
SBE - Con	0.00%	0.00%	Met goal
SBE - Goods	0.00%	0.00%	Met goal
SBE - Services	0.00%	0.00%	Met goal
Trade Set Aside	0.00%	0.00%	Met goal

Signature

Signature	Paula Riveros
Title	Business Development Manager
Organization	Gartek Engineering Corporation
Signature Date	12/4/2018

Additional Instructions

Additional Instructions to Vendor
Special Instructions to Vendor

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Customer Support

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Utilization Plan: View Plan

Proposal Main View Proposal Settings Docs Goal Setting Utilization Plans Comments Linked Records Reports
E17-MDAD-02B: GENERAL MEP ENGINEERING & DESIGN SERVICES Status: Open
 Estimated Cost: \$2,000,000

This Utilization Plan has been Approved. Scroll down to view the details of the plan. Click the button to transfer some or all of the subcontract records to an existing contract. Once a record is transferred it cannot be transferred again. However if any subcontractors are not included in the transfer they will remain available for transfer. After the transfer process is complete a Linked Contract field will appear to provide quick access to the contract. Use the Linked Contract field to access the contract that subs were previously transferred to.

[Refresh Actions & Notices](#)

Utilization Plan Summary

E17-MDAD-02B: GENERAL MEP ENGINEERING & DESIGN SERVICES
 Proposal UP for: E17-MDAD-02: B General MEP Engineering & Design Services SBE-S
 Reference Original, version 0
 Phase Approved
 Status
 Notification Date 11/27/2018 by Pedro Rosa
 Due Date 12/4/2018 10:00 am US/Eastern
 Submission Date 12/4/2018 by PAULA RIVEROS
 Review Date 12/17/2018 by Pedro Rosa

Transfer Subcontractors to Contract

Utilization Plan Information

Estimated Bid/Transaction Amount \$2,200,000
 Public Comments NIGP 61500 OFFICE SUPPLIES, GENERAL

Primary Bidder/Prime Contractor

Vendor Name	Cert	Inc in Goal	\$ Total	\$ Self Perf	\$ For Credit	Actions
<input checked="" type="checkbox"/> Gärtel Engineering Corporation	<input checked="" type="radio"/>	No	\$2,200,000	\$2,178,000 99.00%		View

Work Code Validation Symbol Legend: All assigned work codes are valid; Some assigned codes are not valid; No assigned work codes are valid; No work codes are assigned.

Subcontractors

Subcontractor Name	Sub Tier	Cert	Inc In Goal	Type	Valid Work Code	\$ Commit	\$ Self Perf	\$ For Credit	Confirmed	Actions
<input checked="" type="checkbox"/> Go Green Document Solutions, Inc.	1	<input checked="" type="radio"/>	<input checked="" type="radio"/>	Sub	<input checked="" type="radio"/>	\$22,000 1.00%	\$22,000 1.00%	\$22,000 1.00%	<input checked="" type="radio"/>	View
				SBE - Services						

Goal & Waiver Summary

Goal Type	Goal	Plan	Status	\$ to Reach Goal	Waiver Status
	1.00%	1.00%	Met goal		

B2Gnow

Overall Goal			
DBE	0.00%	0.00%	Met goal
SBD Goal	0.00%	0.00%	Met goal
SBE - A&E	0.00%	0.00%	Met goal
SBE - Con	0.00%	0.00%	Met goal
SBE - Goods	0.00%	0.00%	Met goal
SBE - Services	1.00%	1.00%	Met goal
Trade Set Aside	0.00%	0.00%	Met goal

Signature

Signature	Paula Riveros
Title	Business Development Manager
Organization	Gartek Engineering Corporation
Signature Date	12/4/2018

Additional Instructions

Additional Instructions to Vendor
Special Instructions to Vendor

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Customer Support
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Attachment E

Negotiation Authorization, List of
Respondents, and Tabulation Sheets

Memorandum



CLERK OF THE BOARD

Date: April 4, 2019

To: Tara C. Smith, Director
Internal Services Department

2019 APR 11 AM 8:30

Through: Namita Uppal, C.P.M., Chief Procurement Officer
Internal Services Department

CLERK OF THE BOARD
CLERK OF THE BOARD

From: Amado Gonzalez, A&E Consultant Selection Coordinator
Chairperson, Competitive Selection Committee

Subject: NEGOTIATION AUTHORIZATION
Miami-Dade Aviation Department
General MEP Engineering and Design Services
ISD Project No. E17-MDAD-02B

The Competitive Selection Committee has completed the evaluation of proposals submitted in response to the referenced Internal Services Department solicitation and consistent with the guidelines published in the Notice to Professional Consultants.

ISD Project No.: E17-MDAD-02B.

Project Title: General MEP Engineering and Design Services.

Scope of Services Summary: The scope of services to be provided by the selected Architecture and Engineering firm includes, but is not limited to, renovations and improvements of Mechanical, Electrical, Plumbing, and Fire Suppression Systems terminal-wide for various Miami-Dade Aviation Department capital development projects. These are multiple projects and require specialties such as paging systems, as well as evaluations of A/C mechanical rooms.

Participation Restrictions: Prime consultants recommended for award of E17-MDAD-02B are precluded from being recommended for award, or participating as a sub-consultant on a team being recommended for award of ISD No. E17-MDAD-02A.

Term and Estimated Cost of Contract: Two (2) consultants will be retained under separate, but identical non-exclusive Professional Services Agreements for a term of five (5) years. The estimated base contract amount is \$2,000,000.00 for each Professional Services Agreement, exclusive of contingencies and other fees.

Small Business Enterprise Goal/Measure: On March 13, 2018, the Internal Services Department's Small Business Development Division established a 15% Small Business Enterprise - Architectural and Engineering Goal and a 1.00% Small Business Enterprise - Goods and Services Goal.

Request to Advertise: The Request to Advertise was received by the Clerk of the Board on March 29, 2018.

Advertisement of Solicitation: The Notice to Professional Consultants was advertised on August 22, 2018.

Number of Proposal(s) Received: Eleven (11) proposals were received by the submittal deadline of October 10, 2018.

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

Small Business Enterprise Compliance Review: Please refer to the attached Compliance Review Memorandum dated December 18, 2018.

Selection Process: The Architectural and Engineering professional services solicitation process typically involves a two tier selection process; First Tier is the Evaluation of Experience and Qualifications and Second Tier is the Oral Presentations. The First Tier includes the evaluation of the firms' current statements of experience, qualifications and performance data. The Second Tier is the evaluation of the shortlisted firms' knowledge of project scope, qualifications of team members assigned to the project, and ability to provide the required services within schedule and budget as provided through an oral presentation from firms deemed responsive and responsible at the First Tier.

Note: The Competitive Selection Committee may waive the Second Tier selection process by a majority vote and base their selection on the results of the First Tier ranking only.

First Tier Results: The First Tier meeting was held on March 4, 2019. The Competitive Selection Committee was tasked with evaluating the experience and qualifications of the Proposers, and scoring and ranking the proposals in accordance with the evaluation criteria outlined in the solicitation document. The Competitive Selection Committee scored and ranked the responsive Proposers. During the evaluating process thirty-three (33) of the Competitive Selection Committees scores resulted in ties which caused three (3) ties in the final ranking. Tie breaking was performed by applying the standard tie-breaking procedure described in Section 3.3 entitled Proposal Evaluations of the Notice to Professional Consultants. Please refer to the attached First Tier Tabulation Sheet.

Second Tier Results: Based on the Competitive Selection Committee's professional judgement, the information provided in the proposals was deemed sufficient to determine the experience and qualifications of the Proposers. As a result, and by a majority vote, the Competitive Selection Committee decided to forego Second Tier proceedings.

Request for Appointment of Negotiation Committee: Pursuant to Section 2-10.4(6) of the Code of Miami-Dade County, the Internal Services Department hereby requests the County Mayor or his designee approve the following Negotiation Committee:

- Amado Gonzalez, A&E Consultant Selection Coordinator, Non-Voting Chairperson, Internal Services Department
- Enrique Perez, Chief of Construction, Miami-Dade Aviation Department
- Anely Herrera, Aviation Planner, Miami-Dade Aviation Department
- Felix Pereira, Chief of Architecture, Miami-Dade Aviation Department
- Franklin Jarman, Division Chief, Water and Sewer Department

Request for Authorization to Enter Negotiations: Pursuant to Section 2-10.4 (6) of the Code of Miami-Dade County, it is hereby requested that the County Mayor or County Mayor's designee approve the selection of the following firms for the purpose of negotiating a Non-Exclusive Professional Services Agreement for this solicitation, in accordance with the Competitive Selection Committee's recommendation:

JA

RANKING OF RESPONDENTS

Louis J. Aguirre & Associates, P.A.
Final Ranking - 1
Total Adjusted Ordinal Score - 6
Total Adjusted Qualitative Points -- 269

A.D.A. Engineering, Inc.*
Final Ranking - 2
Total Adjusted Ordinal Score - 9
Total Adjusted Qualitative Points - 264

Gartek Engineering Corporation
Final Ranking - 3
Total Adjusted Ordinal Score - 11
Total Adjusted Qualitative Points - 257

The following firms will serve as an alternate:

Initial Engineers, P.A.
Final Ranking - 4
Total Adjusted Ordinal Score - 12
Total Adjusted Qualitative Points - 265

TLC Engineering for Architecture, Inc.
Final Ranking - 5
Total Adjusted Ordinal Score - 13
Total Adjusted Qualitative Points - 248

Wolffberg Alvarez & Partners, Inc.
Final Ranking - 6
Total Adjusted Ordinal Score - 23
Total Adjusted Qualitative Points - 252

Graef-USA Inc.
Final Ranking - 7
Total Adjusted Ordinal Score - 23
Total Adjusted Qualitative Points - 244

Louis Berger U.S., Inc.
Final Ranking - 8
Total Adjusted Ordinal Score - 23
Total Adjusted Qualitative Points - 240

Fraga Engineers, LLC
Final Ranking - 9
Total Adjusted Ordinal Score - 25
Total Adjusted Qualitative Points - 239

STV Incorporated
Final Ranking - 10
Total Adjusted Ordinal Score - 26
Total Adjusted Qualitative Points - 241

Procon Engineering, Inc.
Final Ranking - 11
Total Adjusted Ordinal Score - 26
Total Adjusted Qualitative Points - 229

Recommendation to Proceed with the Third Ranked Firm: The solicitation for this project precludes any Prime consultants recommended for award of E17-MDAD-02A from being recommended for this award, as specified in the Participation Restrictions section. As such, the Competitive Selection Committee recommends the third ranked firm for negotiations for this project.

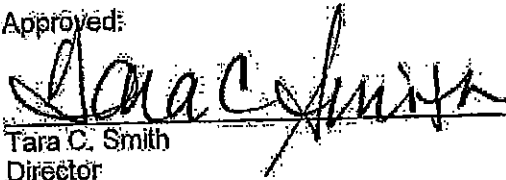
Pursuant to the Code of Silence legislation included in the Conflict of Interest and Code of Ethics Ordinances, and Section 2-11.1 of the County Code, the County Mayor or his designee will report to the Board of County Commissioners any of the following instances:

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

If approved, the Negotiation Committee will proceed with the contract negotiations in accordance with Section 2-10.4(6) of the Code of Miami-Dade County, and submit the signed contracts to be presented to the Board of County Commissioners for final approval no later than 60 days from the date of this memorandum.

If a satisfactory agreement cannot be reached within the 60 day period, a report is required to be prepared explaining all issues resulting from the negotiations. If negotiations are proceeding within a reasonable timeframe, then negotiations will continue and the report will be submitted upon completion. The final contracts and report should be sent to the Internal Services Department, Architectural and Engineering Unit.

Approved:


Tara C. Smith
Director

4/9/19
Date: _____

Attachments:

1. List of Respondents
2. Compliance Review Memo
3. First Tier Tabulation Sheet

c: Competitive Selection Committee
Clerk of the Board of County Commissioners



**MIAMI DADE COUNTY
INTERNAL SERVICES DEPARTMENT**

LIST OF RESPONDENTS REVISED

Project Name: General MEP Engineering & Design Services (Goal)

Project No.: E17-MDAD-02B

Measures: 15% SBE-A&E and 1% SBE/G&S

No. of Agreements: 2

Contract Type: MULTIPLE PROJECT

Submittal Date: 10/10/2018

Team No.: 1

Prime Name: GRAEF-USA INC.

Trade Name: GRAEF

Sub-Consultants Name

- a. HCS ENGINEERS, LLC
- b. DORAL DIGITAL REPROGRAPHICS CORP

Prime Local Preference: Yes

FEIN No.: 391083692

Trade Name	Subs FEIN No.
	473955282
	204073160

Team No.: 2

Prime Name: FRAGA ENGINEERS, LLC

Trade Name:

Sub-Consultants Name

- a. ESPIRITO SANTO GRAPHICS INC.

Prime Local Preference: Yes

FEIN No.: 204038436

Trade Name	Subs FEIN No.
	371496678

Team No.: 3

Prime Name: STV INCORPORATED

Trade Name:

Sub-Consultants Name

- a. MAQUEIRA ENGINEERING CONSULTANTS INC
- b. BLUE DIGITAL CORP

Prime Local Preference: Yes

FEIN No.: 131986759

Trade Name	Subs FEIN No.
	661086974
	050528104

Team No.: 4

Prime Name: A D A ENGINEERING INC

Trade Name:

Sub-Consultants Name

- a. YOUSSEF HACHEM CONSULTING ENGINEERING
- b. DORAL DIGITAL REPROGRAPHICS CORP

Prime Local Preference: Yes

FEIN No.: 592064498

Trade Name	Subs FEIN No.
	203225960
	204073160

Team No.: 5

Prime Name: LOUIS BERGER U.S., INC.

Trade Name:

Sub-Consultants Name

- a. BASULTO & ASSOCIATES INC
- b. AIR LOGIC SERVICES INC
- c. SRM MECHANICAL DESIGN INC

Prime Local Preference: Yes

FEIN No.: 133622704

Trade Name	Subs FEIN No.
	650437722
	651068142
	272948731

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FIRST - TIER MEETING

March 4, 2019

MIAMI-DADE AVIATION DEPARTMENT (MDAD)
GENERAL MEP ENGINEERING & DESIGN SERVICES

TABULATION SHEET
ISD PROJECT NO. E17-MDAD-02B

NAME OF FIRMS	COMPETITIVE SELECTION COMMITTEE					SUB-TOTAL	TOTAL & ADJ. QUALITATIVE SCORE	TOTAL ADJ. ORDINAL SCORES	ORDINAL RANKING	FINAL RANK
	Anely Herrera, MDAD	Enrique Perez, MDAD	Jose Rodriguez, MDAD	Franklyn Jarman, WASD	Sherry Negahban, WASD					
1 GRAEF-USA INC. (Local) 1A - Qualification of firms including team members associated to the project (Max. 50 points) 2A - Knowledge and Past Experience of similar type projects (Max. 20 points) 3A - Past Performance of the Firms (Max. 20 points) 4A - Amount of Work Awarded and Paid by the County (Max. 5 points) 5A - Ability of team members to interface with the County (Max 5 points)	31	40	47	40	46	204				
	13	12	16	15	17	73				
	14	17	16	14	16	77				
	5	5	5	5	5	25				
	3	3	5	4	5	20				
	56	77	89	78	89	389				
2 FRAGA ENGINEERS, LLC (Local) 1A - Qualification of firms including team members associated to the project (Max. 50 points) 2A - Knowledge and Past Experience of similar type projects (Max. 20 points) 3A - Past Performance of the Firms (Max. 20 points) 4A - Amount of Work Awarded and Paid by the County (Max. 5 points) 5A - Ability of team members to interface with the County (Max 5 points)	7	7	11	5	9			23	6	7
	66		11	5	89					
3 FRAGA ENGINEERS, LLC (Local) 1A - Qualification of firms including team members associated to the project (Max. 50 points) 2A - Knowledge and Past Experience of similar type projects (Max. 20 points) 3A - Past Performance of the Firms (Max. 20 points) 4A - Amount of Work Awarded and Paid by the County (Max. 5 points) 5A - Ability of team members to interface with the County (Max 5 points)	32	43	48	37	46	206				
	14	15	18	14	15	77				
	17	15	16	13	17	78				
	4	3	5	4	4	20				
	3	3	5	4	5	20				
	70	79	92	72	83	405				
Tie-Breaker (Total Ord. Score)-Total Adjusted Qual. Points, then Total Qual. Points for 1A,2A,3A,4A,5A	6	5	9	11	10					
Tie-Breaker (Total Ord. Score)-Total Adjusted Qual. Points, then Total Qual. Points for 1A,2A,3A,4A,5A	70					239				

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FIRST - TIER MEETING

March 4, 2019

MIAMI-DADE AVIATION DEPARTMENT (MDAD)
GENERAL MEP ENGINEERING & DESIGN SERVICES

TABULATION SHEET
ISD PROJECT NO. E17-MDAD-02B

COMPETITIVE SELECTION COMMITTEE	SUB-TOTAL					TOTAL & ADJ. QUALITATIVE SCORE	TOTAL ADJ. ORDINAL SCORES	ORDINAL RANKING	FINAL RANK
	Arley Herrera, MDAD	Enrique Perez, MDAD	Jose Rodriguez, MDAD	Franklyn Jarman, WASD	Sherry Negaban, WASD				
3 STV INCORPORATED (Local)	31	40	47	42	47	207			
	13	15	16	15	17	76			
	15	15	16	12	16	74			
	3	3	5	3	5	19			
	3	3	5	4	5	20			
	65	76	89	76	90	396			
	9	9	10	6	8	241	26	10	10
	65		10	6	90				
4 A D A ENGINEERING INC (Local)	48	46	46	43	49	234			
	18	15	18	16	19	86			
	19	15	19	14	19	86			
	1	1	4	1	3	10			
	4	3	5	4	5	21			
	90	80	94	78	95	437			
	3	4	1	4	2	264	9	2	2

Ordinal Scores
Dropped Ordinal Scores
Dropped Qualitative Scores

Tie-Breaker(CSC Ords)-Criterion 1A,2A,3A,4A,5A, then Total Qual. Points for 1A,2A,3A,4A,5A.
Tie-Breaker (Total Ord. Score)-Total Adjusted Qual. Points, then Total Qual. Points for 1A,2A,3A,4A,5A

1A - Qualification of firms including team members associated to the project (Max. 50 points)
2A - Knowledge and Past Experience of similar type projects (Max. 20 points)
3A - Past Performance of the Firms (Max. 20 points)
4A - Amount of Work Awarded and Paid by the County (Max. 5 points)
5A - Ability of team members to interface with the County (Max 5 points)

Ordinal Scores
Dropped Ordinal Scores
Dropped Qualitative Scores

Tie-Breaker(CSC Ords)-Criterion 1A,2A,3A,4A,5A, then Total Qual. Points for 1A,2A,3A,4A,5A.
Tie-Breaker (Total Ord. Score)-Total Adjusted Qual. Points, then Total Qual. Points for 1A,2A,3A,4A,5A

FIRST - TIER MEETING
March 4, 2019

**MIAMI-DADE AVIATION DEPARTMENT (MDAD)
GENERAL MEP ENGINEERING & DESIGN SERVICES**

**TABULATION SHEET
ISD PROJECT NO. E17-MDAD-02B**

FIRM	COMPETITIVE SELECTION COMMITTEE					SUB-TOTAL	TOTAL & ADJ. QUALITATIVE SCORE	TOTAL ADJ. ORIGINAL SCORES	ORIGINAL RANKING	FINAL RANK
	Anely Herrera, MDAD	Enrique Perez, MDAD	Jose Rodriguez, MDAD	Franklyn Jarran, WASD	Shervy Negahban, WASD					
5	LOUIS BERGER U.S., INC. (Local) 1A - Qualification of firms including team members associated to the project (Max. 50 points) 2A - Knowledge and Past Experience of similar type projects (Max. 20 points) 3A - Past Performance of the Firms (Max. 20 points) 4A - Amount of Work Awarded and Paid by the County (Max. 5 points) 5A - Ability of team members to interface with the County (Max. 5 points)									
	31	40	48	39	47	205				
	12	16	17	14	17	76				
	14	16	18	15	17	80				
	3	2	5	1	4	15				
	3	3	5	4	5	20				
	63	77	93	73	90	396				
	11	6	7	9	7				6	8
	11	6	7	9	7				6	8
	53	53	53	53	53	240				
	Ordinal Scores Dropped Ordinal Scores Dropped Qualitative Scores									
6	INITIAL ENGINEERS PA (Local) Tie-Breaker(CSC Ords)-Criterion 1A,2A,3A,4A,5A, then Total Qual. Points for 1A,2A,3A,4A,5A. Tie-Breaker (Total Ord. Score)-Total Adjusted Qual. Points, then Total Qual. Points for 1A,2A,3A,4A,5A									
	47	43	48	39	47	224				
	18	15	18	14	17	82				
	18	18	18	13	18	82				
	5	5	5	5	5	25				
	4	3	5	4	5	21				
	92	81	94	75	92	434				
	2	3	3	8	6				4	4
	2	3	3	8	6				4	4
	95	95	95	95	95	266				
	Ordinal Scores Dropped Ordinal Scores Dropped Qualitative Scores									
	Tie-Breaker(CSC Ords)-Criterion 1A,2A,3A,4A,5A, then Total Qual. Points for 1A,2A,3A,4A,5A. Tie-Breaker (Total Ord. Score)-Total Adjusted Qual. Points, then Total Qual. Points for 1A,2A,3A,4A,5A									

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FIRST - TIER MEETING
March 4, 2019

MIAMI-DADE AVIATION DEPARTMENT (MDAD)
GENERAL MEP ENGINEERING & DESIGN SERVICES

TABULATION SHEET ISD PROJECT NO. E17-MDAD-02B

COMPETITIVE SELECTION COMMITTEE	SUB-TOTAL					TOTAL & ADJ. QUALITATIVE SCORE	TOTAL ADJ. ORDINAL SCORES	ORDINAL RANKING	FINAL RANK				
	Anely Herrera, MDAD	Enrique Perez, MDAD	Jose Rodriguez, MDAD	Franklyn Jarman, WASD	Sherry Negahban, WASD								
9	LOUIS J AGUIRRE & ASSOCIATES PA (Local) 1A - Qualification of firms including team members associated to the project (Max. 50 points) 2A - Knowledge and Past Experience of similar type projects (Max. 20 points) 3A - Past Performance of the Firms (Max. 20 points) 4A - Amount of Work Awarded and Paid by the County (Max. 5 points) 5A - Ability of team members to interface with the County (Max 5 points)					48	44	48	45	48	233		
	1	1	2	3	3	92	84	78	93	93	443		
	Ordinal Scores Dropped Ordinal Scores Dropped Qualitative Scores					1	1	2	3	3	269	6	6
	Tie-Breaker(CSC Ords)-Criterion 1A,2A,3A,4A,5A, then Total Qual. Points for 1A,2A,3A,4A,5A. Tie-Breaker (Total Ord. Score)-Total Adjusted Qual. Points, then Total Qual. Points for 1A,2A,3A,4A,5A												
10	WOLFBERG ALVAREZ & PARTNERS INC. (Local) 1A - Qualification of firms including team members associated to the project (Max. 50 points) 2A - Knowledge and Past Experience of similar type projects (Max. 20 points) 3A - Past Performance of the Firms (Max. 20 points) 4A - Amount of Work Awarded and Paid by the County (Max. 5 points) 5A - Ability of team members to interface with the County (Max 5 points)					37	38	48	46	48	211		
	10	10	8	1	5	64	73	92	87	92	408		
	Ordinal Scores Dropped Ordinal Scores Dropped Qualitative Scores					10	10	8	1	5	252	23	6
	Tie-Breaker(CSC Ords)-Criterion 1A,2A,3A,4A,5A, then Total Qual. Points for 1A,2A,3A,4A,5A. Tie-Breaker (Total Ord. Score)-Total Adjusted Qual. Points, then Total Qual. Points for 1A,2A,3A,4A,5A												

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FIRST - TIER MEETING
 March 4, 2019

**MIAMI-DADE AVIATION DEPARTMENT (MDAD)
 GENERAL MEP ENGINEERING & DESIGN SERVICES**

**TABULATION SHEET
 ISD PROJECT NO. E17-MDAD-02B**

COMPETITIVE SELECTION COMMITTEE	SUB-TOTAL					TOTAL & ADJ. QUALITATIVE SCORE	TOTAL ADJ. ORDINAL SCORES	ORDINAL RANKING	FINAL RANK
	Anely Herrera, MDAD	Enrique Perez, MDAD	Jose Rodriguez, MDAD	Franklyn Jarman, WASD	Sherry Negaban, WASD				
11 GARTEK ENGINEERING CORPORATION (Local) 1A - Qualification of firms including team members associated to the project (Max. 50 points) 2A - Knowledge and Past Experience of similar type projects (Max. 20 points) 3A - Past Performance of the Firm (Max. 20 points) 4A - Amount of Work Awarded and Paid by the County (Max. 5 points) 5A - Ability of team members to interface with the County (Max 5 points)	39	42	48	38	48	215			
	17	17	18	14	19	85			
	18	17	18	13	19	85			
	3	3	5	4	5	20			
	4	3	5	4	5	21			
	31	82	94	73	96	426			
	4	2	5	10	1				
				10	11				
				73	96				
						257	11	3	3

Ordinal Scores
 Dropped Ordinal Scores
 Dropped Qualitative Scores

Tie-Breaker(CSC Ords)-Criterion 1A, 2A, 3A, 4A, 5A, then Total Qual. Points for 1A, 2A, 3A, 4A, 5A
 Tie-Breaker (Total Ord. Score)- Total Adjusted Qual. Points, then Total Qual. Points for 1A, 2A, 3A, 4A, 5A

Arnelo Gonzalez, ISD Chairperson

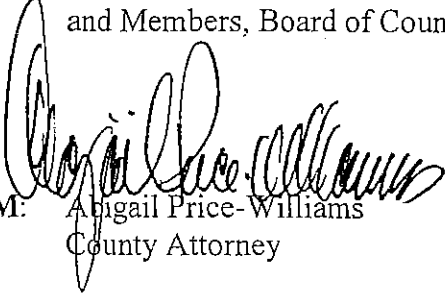
3A



MEMORANDUM
(Revised)

TO: Honorable Chairwoman Audrey M. Edmonson
and Members, Board of County Commissioners

DATE: October 3, 2019

FROM: 
Abigail Price-Williams
County Attorney

SUBJECT: Agenda Item No. 8(A)(1)

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 present ____, 2/3 membership ____, 3/5's ____, unanimous ____, CDMP 7 vote requirement per 2-116.1(3)(h) or (4)(c) ____, CDMP 2/3 vote requirement per 2-116.1(3)(h) or (4)(c) ____, or CDMP 9 vote requirement per 2-116.1(4)(c)(2) ____) 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)(1)
10-3-19

RESOLUTION NO. R-1015-19

RESOLUTION APPROVING PROFESSIONAL SERVICES AGREEMENT BETWEEN MIAMI-DADE COUNTY AND GARTEK ENGINEERING CORPORATION; FOR GENERAL MEP ENGINEERING & DESIGN SERVICES, CONTRACT NO. E17-MDAD-02B-2 IN AN AMOUNT NOT TO EXCEED \$2,205,500.00 FOR A TERM OF FIVE YEARS; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE THE AGREEMENT AND TO EXERCISE THE TERMINATION PROVISIONS CONTAINED THEREIN

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

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board hereby approves the award of the Professional Services Agreement to Gartek Engineering Corporation, for General MEP Engineering & Design Services, Contract No. E17-MDAD-02B-2, in an amount not to exceed \$2,205,500.00 and for a term of five years, in substantially the form attached hereto and made a part hereof, and authorizes the County Mayor or County Mayor's designee to execute the agreement and to exercise the termination provisions contained therein.

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

Audrey M. Edmonson, Chairwoman		aye
Rebeca Sosa, Vice Chairwoman		aye
Esteban L. Bovo, Jr.	aye	Daniella Levine Cava aye
Jose "Pepe" Diaz	aye	Sally A. Heyman aye
Eileen Higgins	aye	Barbara J. Jordan aye
Joe A. Martinez	aye	Jean Monestime aye
Dennis C. Moss	aye	Sen. Javier D. Souto aye
Xavier L. Suarez	aye	

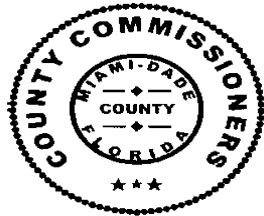
The Chairperson thereupon declared this resolution duly passed and adopted this 3rd day of October, 2019. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override 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

Linda L. Cave

By: _____
 Deputy Clerk



Approved by County Attorney as
 to form and legal sufficiency.

David M. Murray

**PROFESSIONAL SERVICES AGREEMENT FOR
GENERAL MEP ENGINEERING & DESIGN SERVICES
FOR MIAMI-DADE AVIATION DEPARTMENT
CONTRACT NO. E17-MDAD-02B-2**

This AGREEMENT made as of the _____ day of _____ in the year 2019, 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:** **Gartek Engineering Corporation**
7210 SW 39 Terrace
Miami, FL 33155
(305) 266-8977

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

For the Project: **General MEP Engineering & Design Services**

The scope of services to be performed by the Architectural/Engineering (A/E) firm includes, but is not limited to, renovations and improvements of mechanical, electrical, plumbing and fire suppression systems terminal-wide for various MDAD capital development projects. These are multiple projects and require specialties such as paging systems, as well as evaluations of the air conditioning mechanical rooms.

The A/E and its sub-consultants are precluded from being recommended for award on the MDAD Capital Improvement Program Specialized Services Agreement, ISD Project No. A18-MDAD-01.

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

Contract No. E17-MDAD-02B-2
7/17/19

PROFESSIONAL SERVICES AGREEMENT

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EXHIBIT 5	FEDERAL AVIATION ADMINISTRATION (FAA) PROVISIONS	
AFFIDAVITS		
CERTIFICATE OF INSURANCE		

WITNESSETH

ARTICLE 1

DEFINITIONS

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

- 1.10 **CHANGE ORDER:** A written agreement executed by the Owner, the Contractor and the Contractor's Surety, covering modifications to the Contract.
- 1.11 **CONSTRUCTABILITY:** The optimum use of construction knowledge and experience in planning, design, procurement, and field operations to achieve overall Project objectives.
- 1.12 **CONSTRUCTION COST:** Actual cost of the Work established in the Contract Documents and as they may be amended from time to time.
- 1.13 **CONTRACT DOCUMENTS:** The legal agreement between the Owner and the Contractor for performance of Work. The documents prepared by the Architect/Engineer in accordance with the requirements of a Service Order(s) issued hereunder that form the basis for which the Owner can receive bids for the Work included in the documents. The Contract Documents shall include, but not necessarily be limited to, the Advertisement for Bids, Instructions to Bidders, Bid Form, Bid Bond, Contract Summary, Surety Performance and Payment Bond, General Conditions, Special Provisions, Division 1, Technical Specifications, and Plans together with all Addenda, and subsequent Change Orders, and Work Orders.
- 1.14 **CONTRACTOR:** The firm, company, corporation or joint venture contracting with the Owner for performance of Work covered in the Contract Documents.
- 1.15 **DAYS:** Reference made to Days shall mean consecutive calendar days.
- 1.16 **DEDICATED SERVICES:** Services performed pursuant to a Dedicated Allowance Account(s) that are beyond the requirements for Basic Services and Additional Services under this Agreement and shall be performed as required upon receipt of a Service Order. Such Services, if any, are specified in the Special Provisions.
- 1.17 **DEFECT(S):** Refers to any part of the Work that does not follow the Contract Documents, does not meet the requirements of a reference standard, test or inspection specified in the Contract Documents, does not properly function, is broken, damaged or of inferior quality, or is incomplete. The adjective "defective" when it modifies the words "Work" or "work" shall have the same connotation as Defect.
- 1.18 **DELIVERABLES REQUIREMENTS MANUAL:** A manual provided by the Owner that prescribes the deliverables and their content to be provided by design professionals. This manual is made a part of this Agreement by reference.
- 1.19 **DESIGN DELIVERABLES:** Deliverables to be presented and Services to be performed by the Architect/Engineer at various Phases of design. The design deliverables are to comply with the requirements of the Deliverables Requirements Manual and/or Service Order.

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

- 1.29 LEED (Leadership in Energy and Environmental Design): The United States Green Building Council (USGBC) created LEED as a rating system for green building practices.
- 1.30 LEED AP: A person(s) that is an employee of the A/E or is a Sub-consultant to the A/E that is certified by the GBCI or successor entity in the specialty specified in the Request for Qualifications/Proposals for this Project. The LEED AP shall (1) assist the Owner in the Project LEED registration, application and certification process; (2) coordinate and otherwise guide the A/E in the design of the Project in order to achieve the points needed for the desired LEED certification; and (3) monitor the Contractor for the documentation required to meet the Contractor's obligations to achieve the LEED credit points stipulated in the Contract Documents.
- 1.31 LEED CERTIFICATION DOCUMENTS: Reports, documents or other data required to apply for and obtain the desired LEED certification.
- 1.32 LEED CERTIFICATION PLAN: Plan developed by the LEED AP to develop and monitor the documentation required during design and construction for the LEED certification application process.
- 1.33 LEED STATUS REPORT: A periodic report produced by the LEED AP to inform the Owner and other stakeholders in the Project on the status of the design and construction relative to earning LEED credit points for the Project.
- 1.34 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.
- 1.35 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).
- 1.36 MULTIPLE OF DIRECT SALARIES: A basis for compensation of the Architect/Engineer for Services performed.
- 1.37 OWNER: Miami-Dade County acting through the Department. The term Owner as used in this Agreement shall exclude the regulatory departments of Planning, Development and Regulation (Building and Zoning); Department of Environmental Resources Management (DERM); Public Works; the Fire Department and Water & Sewer; or their successors.
- 1.38 PERIOD OF WORK RELATED SERVICES: Services beginning on the date established in the Notice to Proceed for commencement of the Work through the time allowed for substantial completion of the Work contained in the Contract Documents.
- 1.39 PHASE: The portion of the Basic Services that shall be accomplished by the Architect/Engineer for each of the Project's elements or, to the extent authorized by

Service Order a portion or combination thereof as described in the article "Basic 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

- 1.40 **PLANS:** The drawings prepared by the Architect/Engineer which show the locations, characters, dimensions and details of the Work to be done and which are parts of the Contract Documents.
- 1.41 **PROBABLE CONSTRUCTION COST:** The latest approved written estimate of Construction Cost to the midpoint of construction broken down by the 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.
- 1.42 **PROFESSIONAL CONSTRUCTION ESTIMATOR:** An individual construction estimator affiliated with a professional firm, company, joint venture, or corporation to provide and analyze cost estimates of the Project and individual Project Elements or parts thereof in order to determine the Probable Construction Cost at each Phase of the Basic Services requiring the submittal of a Probable Construction Cost.
- 1.43 **PROGRAM:** The initial description of a Project that comprises line drawings, narrative, cost estimates, Project Budget, etc., provided by the Owner in the form of a Project Definition Book and furnished to the Architect/Engineer.
- 1.44 **PROJECT:** Project Elements and components of the Project Elements and Services as set forth this Agreement and authorized by Service Order (s).
- 1.45 **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.
- 1.46 **PROJECT ELEMENT:** A part of the Project for which Services are to be provided by the Architect/Engineer pursuant to this Agreement or by other consultants employed by the Owner.

- 1.47 **PROJECT MANAGER (PM):** Individual designated by the Director to represent the Owner during the design and construction of the Project.
- 1.48 **PROLONGED PERIOD OF WORK RELATED SERVICES:** The period from the original completion date of the Contract as awarded to the date of official acceptance by the Owner of the Report of Contract Completion furnished by the Architect/Engineer.
- 1.49 **PUNCH LIST:** A running list of defects in the Work as determined by the Architect/Engineer performing Work Related Services, with input from the Field Representative and the Project Manager. The initial edition of the Punch List is modified in succeeding editions to reflect corrected and completed work as well as newly observed defects, until the time of Final Acceptance.
- 1.50 **RECORD DRAWINGS (AS-BUILT DRAWINGS):** Reproducible drawings showing the final completed Work as built, including any change to the Work performed by the Contractor pursuant to the Contract Documents which the Architect/Engineer considers significant based on marked-up as-built prints, drawings, and other data furnished by the Contractor.
- 1.51 **REIMBURSABLE EXPENSES:** Those expenses delineated in Article 6 "Reimbursable Expenses" of this Agreement which are separately approved by the Owner that are incurred by the Architect/Engineer in the fulfillment of this Agreement and which are to be compensated to the Architect/Engineer in addition to the Basic Services Fee.
- 1.52 **REVIEW SET:** A partial or complete set of Contract Documents, provided by the Architect/Engineer in accordance with the Deliverables Requirements Manual and/or Service Order, at the specified percentage of completion of a Phase of the Basic Services as provided for in this Agreement, on which the Owner may provide written review comments and acceptance of Services. Any review will be general in nature and shall not constitute a detailed checking of the Architect/Engineer's work nor relieve the Architect/Engineer of the responsibility for the completeness and accuracy of its Services.
- 1.53 **SCHEMATIC DESIGN:** That portion of the Services comprising Phase 1B of the Basic Services which the Architect/Engineer shall perform in accordance with the terms of this Agreement.
- 1.54 **SERVICE ORDER:** A written order (consecutively numbered for reference and control purposes) initiated by the Project Manager in accordance with this Agreement, and countersigned by the Director and by the Architect/Engineer, directing the Architect/Engineer to perform or modify the performance of any portion of the Services.
- 1.55 **SERVICES:** All services, work and actions by the Architect/Engineer performed pursuant to or undertaken under this Agreement.

- 1.56 **SUB-CONSULTANT:** An independent firm, company, joint venture, corporation or individual under contract with and compensated by the Architect/Engineer to perform a portion of the Services required hereunder.
- 1.57 **SUBSTANTIAL COMPLETION:** The stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the Project for its intended use and shall occur when the Architect/Engineer issues a certificate of Substantial Completion. At this stage, all Punch List work shall be able to be completed by the Contractor in less than sixty (60) calendar days. The Certificate of Substantial Completion shall not be issued prior to the Contractor obtaining a Final Certificate of Occupancy or a Temporary Certificate of Occupancy from the Building Department, and a Final Certificate of Use or a Temporary Certificate of Use from the Zoning Department.
- 1.58 **USER:** Entities such as, but not limited to, concessionaires, service managers, airlines, public utilities, and governmental agencies, excluding agencies of the Owner, that have entered into agreements with the Owner for use of portions of the Miami International Airport and/or the general aviation airports under the control of the Department.
- 1.59 **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.
- 1.60 **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.
- 1.61 **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.
- 1.62 **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.
- 1.63 **WORK-RELATED SERVICES:** Those portions of the Services comprising Phase 5 of the Basic Services that the Architect/Engineer shall perform in accordance with the terms of this Agreement when directed and authorized by a Service Order.
- 1.64 **WORK SEQUENCING SCHEDULE AND STAGING PLAN:** Plans prepared by the Architect/Engineer showing the stage-by-stage sequence of construction, the impact on

adjacent or related facilities and on Airport operations, as well as other features, as necessary, related to the overall schedule of construction.

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

ARTICLE 2

INFORMATION TO BE FURNISHED BY THE OWNER

- 2.1 **INFORMATION TO BE FURNISHED BY THE OWNER:** The Owner will furnish the Architect/Engineer the information listed in the Special Provisions.
- 2.2 **OBLIGATION OF THE ARCHITECT/ENGINEER:** The Architect/Engineer understands that it is obligated to verify to the extent it deems necessary all information furnished by the Owner and that it is solely responsible for the accuracy and applicability of all such information used by said Architect/Engineer. Such verification shall include visual examination of existing conditions in all locations encompassed by the Project where such examination can be made without using destructive measures, e.g., excavation or demolition. MDAD shall approve any destructive measures that may be necessary, Survey information shall be spot checked to the extent the Architect/Engineer has satisfied itself as to the reliability of the information.

ARTICLE 3

GENERAL PROVISIONS

3.1 INDEMNIFICATION AND HOLD HARMLESS

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

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

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

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

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

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

- a. Workers' Compensation, as required by Chapter 440, Florida Statutes.
- b. Automobile Liability Insurance, covering all owned, non-owned, and hired vehicles used in connection with the work in an amount not less than \$300,000 combined single limit for bodily injury and property damage liability.

Under no Circumstances are vehicles permitted on the A.O.A. without increasing automobile coverage to \$5,000,000. Only company owned or company leased vehicles leased from a leasing company will be permitted on the airfield. No such vehicles shall be permitted airfield access following final acceptance of the Work.

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

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

The company must be rated no less than "A-" as to financial strength, and no less than "Class VII" as to financial size according to the latest edition of 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 Architect/Engineer and/or the Sub-Consultants shall cooperate to the fullest extent with Miami-Dade County in all matters relating to the insurance provided and shall comply with all requirements of any insurance policy procured by the County. They shall also at their own expense furnish the County or its duly authorized representative with copies of all correspondence, papers, records, and other items necessary or convenient for dealing with or defending against claims and for administering the aforementioned insurance including furnishing the time of any of their employees, officers, or agents whose presence or testimony is necessary or convenient in any negotiations or proceedings involving such insurance.

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

- 3.2.5 Immediate notification must be given to Miami-Dade County Risk Management Division and Miami-Dade County Aviation Department and/or its agent in case of accident or occurrence which might give rise to a claim under any policy provided by the County, or any policy on which the County is a joint insured.
- 3.2.6 Compliance with the foregoing requirements as to the carrying of insurance shall not relieve the Architect/Engineer from liability under any portion of this Contract.
- 3.2.7 Cancellation of any insurance or non-payment by the Architect/Engineer of any premium for any insurance policy or bonds required by this Contract shall constitute a breach of this Contract. In addition to any other legal remedies, Miami-Dade County at its sole option may terminate this Contract or pay such premiums, and deduct the costs thereof from any amounts which are or may be due to the Architect/Engineer.
- 3.3 **ASSIGNMENT:** The Architect/Engineer shall not assign, transfer or convey this Agreement to any other person, firm, association, or corporation, in whole or in part. However, the Architect/Engineer will be permitted to cause portions of the services to be performed by sub-consultants, as authorized elsewhere herein.
- 3.4 **PROVISION OF ITEMS NECESSARY TO COMPLETE SERVICES:** In the performance of the Services prescribed herein, it shall be the responsibility of the Architect/Engineer to provide all salaries, wages, materials, equipment, sub-consultants and other purchased services, etc., necessary to complete said Services.
- 3.5 **SUB-CONSULTANTS:** All services provided by the Sub-consultants shall be consistent with those commitments made by the Architect/Engineer during the selection process and interview. Such services shall be pursuant to appropriate agreements between the Architect/Engineer and the Sub-consultants, which shall contain provisions that preserve and protect the rights of the Owner under this Agreement. Nothing contained in this Agreement shall create any contractual relationship between the Owner and the Sub-consultants.

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

The Architect/Engineer may employ Sub-consultants to assist the Architect/Engineer in performing specialized Services. Payment of such Sub-consultants employed at the

option of the Architect/Engineer shall be the responsibility of the Architect/Engineer and shall not be cause for any increase in compensation to the Architect/Engineer for the performance of the Basic Services. The quality of services and acceptability to the Owner of the services performed by such Sub-consultants shall be the sole responsibility of the Architect/Engineer.

- 3.6 **TERM OF AGREEMENT:** This term of this Agreement shall be for five (5) years and shall begin upon execution by the parties and shall be in effect until all Services are completed or until those Services Orders in force at the end of the stated period of time have been completed and the Services accepted, whichever may be later.

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

- 3.7 **TERMINATION OF AGREEMENT:** This Agreement may be terminated upon prior written notice by either party as described herein. The Owner may terminate this Agreement or any Service Order for cause or for convenience. The Architect/Engineer may terminate this Agreement for cause in the event that the Owner willfully violates any provisions of the Agreement. The Architect/Engineer shall have no right to terminate this Agreement for convenience of the Architect/Engineer, without cause.

- 3.7.1 **Owner's Termination for Cause:** The Owner may terminate this Agreement or any Service Order upon seven (7) days written notice for cause in the event that the Architect/Engineer violates any provisions of this Agreement, or performs same in bad faith, or unreasonably delays the performance of the Services. Such written notice to the Architect/Engineer shall spell out the cause and provide reasonable time in the notification to remedy the cause.

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

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

In the event the Owner terminates this Agreement for cause, the Owner will take over any and all documents resulting from Services rendered up to the termination

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

- 3.7.2 **Owner's Termination for Convenience:** The Owner, in addition to the rights and options to terminate for cause, or any other provisions set forth in this Agreement, retains the right to terminate this Agreement or any Service Order upon thirty (30) days written notice at its sole option at any time for convenience, without cause, when in its sole discretion it deems such termination is in the best interest of the Owner.
- 3.7.3 **Architect/Engineer's Termination for Cause:** The Architect/Engineer may terminate this Agreement upon thirty (30) days written notice for cause in the event that the Owner violates any provisions of this Agreement. Such written notice to the Owner shall spell out the cause and provide reasonable time in the notification to remedy the cause. In the event the Architect/Engineer exercises its right to terminate this Agreement for cause, payment for Services satisfactorily performed prior to the date of termination shall be made in accordance with the article "Compensation for Services".
- 3.7.4 **Implementation of Termination:** In the event of termination, either for cause or for convenience, the Architect/Engineer, upon receipt of the Notice of Termination, shall:
1. Stop the performance of Services under this Agreement on the date and to the extent specified in the Notice of Termination;
 2. Place no further orders or subcontracts except as may be necessary for completion of any portion(s) of the Services not terminated, and as authorized by Service Order(s);
 3. Terminate all orders and subcontracts to the extent that they relate to the performance of the Services terminated by the Notice of Termination;

4. Transfer title to the Owner (to the extent that title had not already been transferred) and deliver in the manner, at the times, and to the extent directed by the Owner, all property purchased under this Agreement and reimbursed as a direct item of cost and not required for completion of the Services not terminated;
5. Promptly assemble and submit as provided herein all documents for the Services performed, including plans, calculations, specifications, reports, and correspondence, and all other relevant materials affected by the termination; and;
6. Complete performance of any Services not terminated by the Notice of Termination.

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

3.8 SANCTIONS FOR CONTRACTUAL VIOLATIONS:

The County may terminate this contract or require the termination or cancellation of any sub-consultant contract, if the Consultant or any sub-consultant(s) violates Article VII of Chapter 11A of the Code. In addition, a violation by the Consultant, or sub consultant to the Consultant, or failure to comply with Section 2-10.4.01(5) of the Code, and Administrative Order (A.O.) 3-39 may result in the imposition of one or more of the sanctions listed in the Code and the A.O. respectively.

3.9 INTENT OF AGREEMENT:

- 3.9.1 The intent of the Agreement is for the Architect/Engineer to provide design services, and to include all necessary items for the proper completion of such services, for a fully functional facility which, when constructed in accordance with the design, will be able to be used by the Owner for its intended purpose. The Architect/Engineer shall perform, as Basic Services, such incidental work, which may not be specifically referenced, as necessary to complete the Project.
- 3.9.2 This Agreement is for the benefit of the parties only and it does not grant rights to a third party beneficiary, to any person, nor does it authorize anyone not a party to the Agreement to maintain a suit for personal injuries, professional liability or property damage pursuant to the terms or provisions of the Agreement.
- 3.9.3 No acceptance, order, payment, or certificate of or by the Owner, or its employees or agents shall either stop the Owner from asserting any rights or operate as a waiver of any provisions hereof or of any power or right herein reserved to the Owner or of any rights to damages herein provided.

- 3.10 SOLICITATION: The Architect/Engineer warrants that: 1) it has not employed or retained any company or person, other than a bona fide employee working solely for the Architect/Engineer, to solicit or secure this Agreement; and 2) that it has not paid, nor agreed to pay any person, company, corporation, joint venture, individual, or firm, other than a bona fide employee working solely for the Architect/Engineer any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the Owner has the right to annul this Agreement without liability to the Architect/Engineer for any reason whatsoever.
- 3.11 ACCOUNTING RECORDS OF ARCHITECT/ENGINEER: The Owner reserves the right to audit the accounts and records of the Architect/Engineer including, but not limited to, payroll records and Federal Tax return, supporting all payments for Services hereunder on the basis of Multiple of Direct Salaries and Reimbursement of Actual Expenses incurred. Such audit may take place at any mutually convenient time during the performance of this Agreement and for three (3) years after final payment under this Agreement. The Architect/ Engineer shall maintain, as part of its regular accounting system, records of a nature and in a sufficient degree or detail to enable such audit to determine the personnel hours and personnel costs and other expenses associated with each Project and/or task authorized for performance by Service Order(s). In accordance with Florida Statutes 287.055, the Architect/Engineer hereby certifies and warrants that wage rates and other factual unit costs as submitted supporting the compensation provided here are accurate, complete, and current as of the date of the submittal. It is further agreed that said compensation provided for in this agreement shall be adjusted to exclude any significant costs where the Owner determines that the payment for Services was increased due to inaccurate, incomplete, or non-current wage rates or other factual unit costs. All such adjustments in compensation paid or payable to Architect/Engineer under this Agreement shall be made within three (3) years from the date of final billing or acceptance of the Services by the Owner, whichever is later.
- 3.12 INSPECTOR GENERAL (IG), INDEPENDENT PRIVATE SECTOR INSPECTOR GENERAL (IPSIG): Pursuant to MDC Code Section 2-1076, the Office of the Miami-Dade County Inspector General (IG) shall have the authority and power to review past, present, and proposed County programs, accounts, records, contracts, and transactions. The IG shall have the power to subpoena witnesses, administer oaths, and require the production of records. Upon ten (10) days' written notice to the Consultant from IG, the Consultant shall make all requested records and documents available to the IG for inspection and copying.

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

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

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

The IG may, on a random basis, perform audits on all County contracts throughout the duration of said contract (hereinafter "random audits"). This random audit is separate and distinct from any other audit by the County. To pay for the functions of the Office of the Inspector General, any and all payments to be made to the Consultant under this contract will be assessed one quarter of one percent of the total amount of the payment, to be deducted from each progress payment as the same becomes due, unless this Agreement is federally funded where federal or state law or regulations preclude such a charge or where such a charge is otherwise precluded as stated in the Special Provisions (see Article 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 and employees, lobbyists, County staff, and elected officials in order to ensure compliance with contract specifications and detect corruption and fraud. The IG is authorized to investigate any alleged violation by a Consultant of its Code of Business Ethics, pursuant of MDC Code Section 2-8.1.

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

INDEPENDENT PRIVATE SECTOR INSPECTOR GENERAL

The attention of the Consultant is hereby directed to the requirements of AO 3-20 and R-516-96: the County shall have the right but not the obligation to retain the services of an

Independent Private Inspector General (IPSIG) who may be engaged to audit, investigate, monitor, oversee, inspect, and review the operations, activities, and performance of the Consultant and County in connection with this contract. The scope of services performed by an IPSIG may include, but are not limited to, monitoring and investigating compliance with Contract Specifications; project costs; and investigating and preventing corruption and fraud.

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

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

3.13 OWNERSHIP OF DOCUMENTS AND COPYRIGHTS:

- 3.13.1 All notes, correspondence, documents, designs, drawings, renderings, calculations, specifications, models, photographs, reports, surveys, investigations, and any other documents and copyrights thereto for Services performed or produced in the performance of this Agreement, whether in paper or other hard copy medium or in electronic medium is a work for hire and is the property of the Owner; however, the Owner may grant to the Architect/Engineer a non-exclusive license of the copyright to the Architect/Engineer for reusing and reproducing copyrighted materials or portions thereof as authorized by the Owner in advance and in writing. In addition, the Architect/Engineer shall not disclose, release, or make available any document to any third party without prior written approval from Owner.
- 3.13.2 The Architect/Engineer is permitted to reproduce copyrighted material described above subject to written approval from the Owner.
- 3.13.3 At the Owner's option, the Architect/Engineer may be authorized by Service Order to adapt copyrighted material for additional or other work for the Owner; however, payment to the Architect/Engineer for such adaptations will be limited to an amount not greater than 50% of the original fee earned to adapt the original copyrighted material to a new site.

- 3.13.4 The Owner shall have the right to modify the Project or any component thereof without permission from the Architect/Engineer or without any additional compensation to the Architect/Engineer. The Architect/Engineer shall be released from any liability resulting from such modification.
- 3.13.5 The Owner shall own rights to all passwords necessary to access Project registration and certification data submitted to the GBCI via internet websites or other means.

3.14 LAWS AND REGULATIONS:

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

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

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

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

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

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

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

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

3.15 CORRECTIONS TO CONTRACT DOCUMENTS: The Architect/Engineer shall prepare, without added compensation, all necessary supplemental documents to correct errors, omissions, and/or ambiguities that may exist in the Contract Document prepared by the Architect/Engineer including the documents prepared by its sub-consultants.

Compliance with this Article shall not be construed to relieve the Architect/Engineer from any liability resulting from any such errors, omissions, and/or ambiguities in the Contract Documents and other documents or Services related thereto.

- 3.16 **STANDARD OF CARE:** Notwithstanding anything to the contrary in this agreement or in any other contract document relating to the project, in performing its work under this contract Architect/Engineer shall perform its services to the standard of care of a reasonable architect or engineer that is performing the same or similar work, at the same time and locality and under the same or similar conditions faced by Architect/Engineer.
- 3.17 **OWNER REPRESENTATIVE:** The Owner will assign a Project Manager to the Project to coordinate all Owner responsibilities under this Agreement. All instructions from the Owner to the Architect/Engineer shall be issued by or through the Project Manager. The Architect/Engineer shall promptly inform the Project Manager in writing of any instructions received from others and of any other circumstances that arise that might affect the performance of the Services or of the Work.
- 3.18 **SECURED AREAS/AIR OPERATIONS AREA (AOA)/SIDA/ STERILE AREAS SECURITY:**
- 3.18.1 The Architect/Engineer acknowledges and accepts full responsibility for compliance with all applicable laws, rules and regulations including those of the Transportation Security Administration (TSA), Department of Homeland Security (DHS), Federal Aviation Administration (FAA), Customs and Border Protection (CBP), and MDAD as set forth from time to time relating to Contractor's activities at the Miami International Airport (MIA), or other Miami- Dade County airports.
- 3.18.2 In order to maintain high levels of security at MIA, the Architect/Engineer must obtain MDAD photo identification badges for all the Architect/Engineer's employees working in the Secured/AOA/Security Identification Display Area (SIDA)/Sterile Areas or any other restricted areas of the Airport. MDAD issues two types of identification badges: photo identification badges and non-photo passes. All employees, except temporary workers (working less than two weeks), will be required to obtain photo identification badges and will be subject to Federal Bureau of Investigation (FBI) fingerprint-based Criminal History Records Check (CHRC). Temporary workers (working less than two weeks) will be issued non-photo passes. At no time will an employee bearing a non-photo identification badge be authorized in a secured MIA location without being escorted by an MDAD authorized Escort Authority that has been issued a badge with an escort seal by the MDAD ID Section. No other individuals are allowed to escort under any circumstances.
- 3.18.3 The Architect/Engineer shall be responsible for requesting MDAD issue identification badges to all employees whom the Architect/Engineer requests

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

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

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

- 3.18.9 The Architect/Engineer understands and agrees that vehicle and equipment shall not be parked/stored on the Secured/AOA/SIDA in areas not designated or authorized by MDAD nor in any manner contrary to any posted regulatory signs, traffic control devices, or pavement markings.
- 3.18.10 The Architect/Engineer understands and agrees that all persons entering and working in or around arriving international aircraft and facilities used by the various Federal Inspection Services agencies may be subject to the consent and approval of such agencies. Persons not approved or consented to by the Federal Inspection Services agencies shall not be employed by the Architect/Engineer in areas under the jurisdiction or control of such agencies. Persons not approved or consented to by the Federal Inspection Services agencies who enter such areas are subject to fines, which shall be borne entirely by the persons and/or the Architect/Engineer.
- 3.18.11 Notwithstanding, the specific provisions of this Section, the Owner shall have the right to add to, amend, or delete any portion hereof in order to meet reasonable security requirements of MDAD or of the TSA/DHS/ CBP/FAA.
- 3.18.12 The Architect/Engineer shall ensure that all employees so required participate in such safety, security, and other training and instructional programs, as MDAD or appropriate Federal agencies may from time to time require.
- 3.18.13 The Architect/Engineer agrees that it will include in all contracts and subcontracts with its MIA Subconsultants, service providers, and suppliers an obligation by such parties to comply with all security requirements applicable to their operations at the Airport. The Architect/Engineer agrees that in addition to all remedies, penalties, and sanctions that may be imposed by TSA, DHS, CBP, FAA, or the MDAD upon the Architect/Engineer's Subconsultants, suppliers, and their individual employees for a violation of applicable security provisions, the Architect/Engineer shall be responsible to the Owner for all such violations and shall indemnify and hold the Owner harmless for all costs, fines and penalties arising there from, such costs to include reasonable attorneys' fees.
- 3.18.14 In addition to the foregoing, the Architect/Engineer shall be required to comply with the U.S. Customs and Border Protection (CBP) requirements for obtaining CBP seals for those Architect/Engineer employees that will be involved within the CBP/FIS environment at MIA. The Architect/Engineer shall be responsible for all related fees for required bonding, fingerprinting, and background investigations of Architect/Engineer personnel.
- 3.18.15 The employee(s) of the Architect/Engineer shall be considered to be at all times its employee(s), and not an employee(s) or agent(s) of the County or any of its departments. The Architect/Engineer shall provide employee(s) competent and physically capable of performing the Work as required. The County may require the Architect/Engineer to remove any employee it deems unacceptable.

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

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

3.21 **ARCHITECT/ENGINEER RESPONSIBILITY**

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

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

acceptance of the Work or for the period of design liability required by applicable law.

- 3.21.3 The Owner shall notify the Architect/Engineer in writing of any deficiencies and shall approve the method and timing of the corrections. Neither Owner's inspection, review, approval, or acceptance of, nor payment for, any of the work required under the Agreement shall be construed to relieve the Architect/Engineer or any Sub-consultant of its obligations and responsibilities under the Agreement, nor constitute a waiver of any of the Owner's rights under the Agreement or of any cause of action arising out of the performance of the Agreement.
- 3.21.4 Upon Owner's notification of deficient or defective work stemming from the Architect/Engineer's services, the Architect/Engineer shall have fourteen (14) days to respond to the Owner's claim. The Owner shall implement its procedure for administrative review of the claim with notification to the Architect/Engineer of the findings from that review. Upon notification, the Architect/Engineer shall have fourteen (14) days to request reconsideration of the findings.
- 3.22 ARCHITECT/ENGINEER PERFORMANCE EVALUATION: In accordance with Administrative Order 3-39 entitled "Standard Process for Construction of Capital Improvements, Acquisition of Professional Services, Construction Contracting, Change Orders, and Reporting", the Architect/Engineer is advised that a performance evaluation of the services rendered throughout this Agreement will be completed by the Owner and kept in Miami-Dade County files for evaluation of future solicitations.
- 3.23 ENTIRETY OF AGREEMENT: This Agreement represents the entire and integrated Agreement between the Owner and the Architect/Engineer and supersedes all prior negotiations, representations, or agreements between the parties hereto, either written or oral, pertaining to the Project(s). This Agreement shall not be amended except by written Amendment.
- 3.24 PROMPT PAYMENT: It is the policy of Miami-Dade County that payment for all purchases by County agencies and the Public Health Trust shall be made in a timely manner and that interest payments be made on late payments. In accordance with Florida Statutes, Section 218.74 and Section 2-8.10.4.01, of the Miami-Dade County Code, the time at which payment shall be due from the County or the Public Health Trust shall be fourteen (14) calendar days from receipt of a proper invoice. All payments due from the County or the Public Health Trust, and not made within the time specified by this section, shall bear interest from thirty (30) days after the due date at the rate of one percent (1%) per month on the unpaid balance. Further, proceedings to resolve disputes for payment of obligations shall be concluded by final written decision of the County Mayor, or his or her designee(s), not later than sixty (60) days after the date on which the proper invoice was received by the County or the Public Health Trust.

- 3.25 **CERTIFICATION OF WAGE RATES:** In accordance with Florida Statute 287.055, 5(a), the Consultant firm hereby certifies and warrants that wage rates and other factual unit costs, as submitted in support of the compensation provided are accurate, complete and current as of the date of this Agreement. It is further agreed that said compensation shall be adjusted to exclude any significant costs where the County shall determine that the contract price of services was increased due to inaccurate, incomplete or unclear wage rates or other factual unit costs. All such contract compensation adjustments shall be made within one (1) year from the date of final billing or acceptance of the work by the County, or one (1) following the end of the contract, whichever is later.
- 3.26 **ETHICS COMMISSION:** Pursuant to Section 2-11.1(w) of the Code of Miami-Dade County, the Ethics Commission has jurisdiction over Consultants and vendors. The Consultant firm must provide the Ethics Commission with a written report regarding its compliance with any restriction contained in the advisory opinion issued by the Ethics Commission to the Consultant firm, sub-consultants, or team members within ninety (90) days of each task assignment. The report must be submitted to the Executive Director, Commission on Ethics and Public Trust at 19 West Flagler St., Suite 207, Miami, Florida 33130.
- 3.27 **TRUTH IN NEGOTIATION:** Pursuant to A.O. 3-39 and Florida Statutes Chapter 287.055 5(a): For all lump sum costs or costs plus a fixed fee contract in which a fee will exceed One Hundred Fifty Thousand Dollars (\$150,000; 287.017 – category four), the County will require the firm receiving the award to execute a Truth-In-Negotiation Certificate as required by Chapter 287, Florida Statutes.
- 3.28 **SUSTAINABLE BUILDINGS PROGRAM:** Pursuant to Implementing Order 8-8, design of this project shall meet the standards delineated in Article 9.
- 3.29 **EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY):** Consultant is required to enroll in the United States Citizenship and Immigration Services E-Verify system, and to utilize that system to verify the employment eligibility of all persons performing work for the Consultant under this Agreement. Consultant shall incorporate this requirement into all of its subcontracts as well.
- 3.30 **ENERGY PERFORMANCE (EPact):** Pursuant to R-740-08, 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 Architect/Engineer 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 Architect/Engineer under this Contract. Such retained amount shall be applied to the amount owed by the Architect/Engineer to the County. The Architect/Engineer shall have no further claim to such retained amounts which shall be deemed full accord and satisfaction of the amount due by the County to the Architect/Engineer for the applicable payment due herein.
- 3.33 **ACCESS TO PUBLIC RECORDS:** The A/E shall comply with the Public Records Laws of the State of Florida, including but not limited to: (1) keeping and maintaining all public records that ordinarily and necessarily would be required by Miami-Dade County (County) in order to perform the service; (2) providing the public with access to public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law; (3) ensuring that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (4) meeting all requirements for retaining public records and transferring, at no cost, to the County all public records in possession of the A/E upon termination of the contract and destroying any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements upon such transfer. In addition, all records stored electronically must be provided to the County in a format that is compatible with the information technology systems of the County. Failure to meet any of these provisions or to comply with Florida's Public Records Laws as

applicable shall be a material breach of the agreement and shall be enforced in accordance with the terms of the agreement.

IF THE A/E HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE MIAMI DADE AVIATION RECORDS CUSTODIAN, JORGE MIHAIC (305) 876-0933; JMIHAIC@MIAMI-AIRPORT.COM; MIAMI-DADE AVIATION DEPARTMENT, RISK MANAGEMENT & SUPPORT SERVICES, P.O. BOX 025504, MIAMI, FLORIDA 33102-5504.

- 3.34 **ASPIRATIONAL POLICY REGARDING DIVERSITY:** Pursuant to Resolution No. R-1106-15 Miami-Dade County vendors are encouraged to utilize a diverse workforce that is reflective of the racial, gender and ethnic diversity of Miami-Dade County and employ locally-based small firms and employees from the communities where work is being performed in their performance of work for the County. This policy shall not be a condition of contracting with the County, nor will it be a factor in the evaluation of solicitations unless permitted by law.

ARTICLE 4

BASIC SERVICES

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

- the scope of work, time of completion, deliverables, and total compensation for the services authorized;
- the consequences for failure of the A/E to meet the DSCMP and for non-performance as outlined Article 8.7 of this agreement.
- type of services to be provided: whether Basic Services, Additional Services or Work Site Services.

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

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

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

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

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

part of any submittals that are not complete in their content as required herein. The Architect/Engineer shall be totally responsible for any additional costs resulting, from such rejections and shall not be compensated in any manner by the Owner therefor.

- 4.2.8 For Phases 1A through 3D of the Basic Services, the Architect/Engineer shall submit estimates of Probable Construction Cost, as described in the Definitions. The estimates are to be prepared by a Professional Construction Estimator. Compensation to the Professional Construction Estimator shall be the sole responsibility of the Architect/Engineer and shall be considered part of the Architect/Engineer's compensation for Basic Services. As part of its Probable Construction Cost, the Architect/Engineer shall assist the Owner in identifying Project Elements that are eligible for Federal/State grant-in-aid participation. The Architect/Engineer shall assist in reviewing applications prepared by the Owner and the Project Manager. If meetings with grant agencies are required, attendance at such meetings will be compensated by the Owner as Additional Services.
- 4.2.9 To the extent authorized by Service Order, Submittals for Phases 2 through 3C shall include a "Project LEED points estimate" and narrative, as appropriate, describing the materials, actions, and systems being incorporated in the Project to attain the stated LEED certification category.
- 4.2.10 Throughout all Phases of the Basic Services, all drawings shall be produced electronically using AUTOCAD software which shall be within two (2) years of the latest release. The A/E must submit all original working drawings in an electronic vector format with an AUTOCAD drawing extension ".dwg". Within the drawing, all external reference files must be bound into one file that represents each of the drawings (hardcopy/prints) in the construction document set. With each submittal, all supporting electronic files, such as images, fonts and line types, shall be included with the drawings. All drawings must comply with and use a layering format adopted by the Owner and referred to as the Technical Support Facility Management Layering system.
- The Owner retains all rights to further use of all electronic drawings as well as blocks, linotypes, layering convention and any other information contained in the electronic drawings that are needed to reproduce the drawings in the construction document set. If another software package is used to produce the drawings, the A/E is responsible for the conversion to an AUTOCAD format as stated above and must fix any anomalies in the electronic drawing before submitting the electronic drawings and submit all drawings utilizing the Owner's drawing layer scheme. This information can be obtained through MDAD Technical Support.
- 4.2.11 The Architect/Engineer shall submit hard and electronic format, as specified herein or otherwise by the Owner, copies of all documents required under each

Phase for review, comments, and approval by the Owner. The number of copies and the distribution of those copies shall be specified in the Service Order for each Phase.

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

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

in any Phase exceed the Budget, until an alternate design is provided at no additional compensation, to bring the cost within the Project Budget limitations.

4.2.17 For Phases 3A through 3D, the Architect/Engineer shall provide a CSI formatted cost loaded construction schedule that conforms to both the latest Probable Construction Cost and the Work Sequencing and Staging Plan. The cost loaded schedule shall be updated at each Phase. The level of detail of the cost loaded schedule at each Phase shall be commensurate with the level of detail of the latest Probable Construction Cost.

4.2.18 For Phases 3A through 3D, the Architect/Engineer shall prepare and include plans for the Contractor's/Field Representative's construction trailer. The plans shall show as a minimum the location of the trailer(s), parking, access, and temporary utility connections for the trailer(s) required during the performance of the Work by the Contractor.

4.2.19 Commissioning Plans: To the extent authorized by Service Order, The Architect/Engineer shall develop a commissioning plan in conformance with the current edition of the "MDAD Construction Contracts General and Legal Provisions and Division 1/Commissioning for Facilities Projects" and the Design Guidelines Manual.

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

4.3.1 Phase 1A - Program Verification: Based upon the Program drawings, preliminary budget, and Design Guidelines furnished to the Architect/Engineer by the Owner, a Service Order may be issued to the Architect/Engineer to verify the accuracy and adequacy of all available information for the Project. Such verification shall include but not be limited to the following areas:

4.3.1.1 Program: The Architect/Engineer shall examine the Project Book including Program Drawings furnished and other information provided by the Owner and shall confirm user requirements and determine requirements for additional studies, verify the physical/spatial characteristics of the Project, the completeness of the Program, and their adherence to the Design Guidelines Manual.

4.3.1.2 Record Drawings: The Architect/Engineer shall examine, and verify all as-built conditions as to their completeness and accuracy as depicted on the Record Drawings furnished by the Owner.

4.3.1.3 Project Budget: The Architect/Engineer shall examine in detail, the estimated construction costs furnished by the Owner. Should this cost verification reveal serious discrepancies and/or deficiencies which would impact the Project and its subsequent stages of development, the

Architect/Engineer shall inform the Owner in writing as to the adequacy of the funds required to complete the Project through the construction phase.

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

At its option, the Owner may direct a geotechnical engineering company, an independent engineering testing laboratory, a survey company, or other firm(s) under contract with the Owner to provide the necessary services for the Architect/Engineer. The Architect/Engineer shall be

responsible for verification of the validity, interpretation, coordination, application, and use of all supplemental information, signed and sealed, provided by any such independent consultant.

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

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

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

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

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

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

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

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

incidental and special equipment being proposed for the Project, all of which will be considerations in the cost estimate.

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

such approvals, comments, and Service Order may be received individually and at different times.

4.4 PHASE 2 - DESIGN DEVELOPMENT

4.4.1 Upon receipt from the Owner of a Service Order for Phase 2 Basic Services, the Architect/Engineer shall prepare Design Development documents from the approved Schematic Design documents developed in the performance of the Phase 1B Basic Services. Phase 2 Basic Services shall produce the submittals as more fully detailed in the Professional Services Deliverables. The Design Development documents shall consist of Drawings, Outline Specifications, Work Sequencing Schedules, and other documents as may be necessary to fix and describe the size and character of the systems and components to be included in the Project. The systems, components, and associated controls shall integrate with and be of like character to those typically found in similar projects unless otherwise specifically approved by the Owner in writing. All plans and programs developed during Phase 1B for interim locations or routings, or for the staging and sequencing of Work shall be refined and updated as applicable. Should the need for additional plans and/or programs become apparent during the course of the performance of the Phase 2 Basic Services, such additional plans and programs shall be prepared and included in the Design Development documents.

4.4.2 Unless otherwise stipulated in the Special Provisions, it is the Owner's intent to bid the Project in one (1) package. The Owner, though, reserves the right to direct that the Project be divided into as many contracts as required by operational constraints, tenant or lessees needs, adjacent project scheduling, or other reasons as determined by the Owner. If the Owner requires the Project to be broken into more bid packages than specified herein, the additional work to accomplish this will be compensated to the Architect/Engineer as Additional Services.

4.4.3 Upon receipt from the Owner of a Service Order, the Architect/Engineer shall participate in a Value Analysis (VA), including Life Cycle Cost Analysis, lasting approximately seven (7) days. The Architect/Engineer will provide documents, make an opening presentation relative to the contents of those documents, respond to questions posed. Recommendations agreed to and required by the Owner will be incorporated by the Architect/Engineer into the Phase 2 Services.

In performing the VA, the A/E will be mindful of the required LEED certification level, and the A/E shall address the benefits and drawbacks of any proposed system, item, or element to be the basis of the LEED certification, and shall be knowledgeable of alternatives available in order to ensure the attainment of that certification.

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

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

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

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

4.5.1 Phase 3A, 30% Complete Contract Documents

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

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

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

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

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

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

proceed with the following Phase 3B - 75% Contract Documents until appropriate written approvals and comments on the deliverables for Phase 3A and a Service Order for Phase 3B Basic Services are received from the Owner. All comments shall be addressed in Phase 3B. The Architect/Engineer understands that such approvals, comments, and Service Order may be received individually and at different times. For LEED certified projects, the Architect/Engineer shall prepare and include drawings and specifications of each discipline identifying the specific elements that will qualify for LEED points, as well as the LEED point estimate. Specific areas, items, and elements that contribute to the Owner-required LEED category shall be listed, keyed, or otherwise highlighted for review purposes.

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

4.5.2 Phase 3B, 75% Complete Contract Documents

- 4.5.2.1 Upon receipt of a Service Order for Basic Services Phase 3B, the Architect/Engineer shall prepare the 75% Contract Documents from the approved 30% Contract Documents developed in the performance of the Phase 3A Basic Services. Phase 3B Basic Services shall produce the submittals as more fully detailed in the Deliverables Requirements Manual.
- 4.5.2.2 Using the documents prepared under this Article, the Architect/Engineer shall submit for review the necessary portions of the Contract Documents to the authorities including, but not limited to, County, State, and/or Federal, having jurisdiction over the Project by law or contract with the County. Said documents shall be sufficient to be permitted as applicable by such authorities. The Architect/Engineer shall assist the Owner in coordinating with the Building Department to facilitate permit approval prior to approval by the Owner of the 100% complete Review Set and printing of the Contract Documents.
- 4.5.2.3 The Architect/Engineer shall develop a coordinated plan of execution for this Phase, which will include an outline, or index, of the contents of the Contract Documents along with a schedule(s) for completion.
- 4.5.2.4 The Architect/Engineer shall prepare Plans in a manner that will ensure clarity of line work, notes and dimensions when reduced to 50 percent of

the original size. After acceptance by the Owner, the Plans shall become part of the Contract Documents. The Technical Specifications shall provide that a system of quality control and quality assurance be a requirement of the work. The quality control and quality assurance system shall provide the procedures to be used by the Contractor and the Architect/Engineer to assure that the quality of all materials, equipment systems, and furnishings function as intended and are equal to or better than called for in the specifications.

- 4.5.2.5 The Architect/Engineer shall submit all documents required under Phase 3B - 75% Contract Documents for review and comments by the Owner. The 75% Contract Documents submittal shall apply to all applicable disciplines including, but not limited to, architectural, structural, mechanical/HVAC/plumbing/fire protection, electrical, and civil. The 75% Contract Documents submittal shall include CSI Divisions 1 through 16. The 75% Contract Documents submitted shall also include updates to the Phase 3A Project Probable Construction Cost. These updates shall be based upon the approved size and character of the components of the Project Elements as developed in the approved Phase 3A - 30% Contract Documents. If the Phase 3B Probable Construction Cost indicates that the Project cost shall be more than the approved Phase 3A Probable Construction Cost, the Architect/Engineer shall provide an alternate design, without additional compensation and without changing the scope of the Project, to bring the Phase 3B Probable Construction Cost within or below the approved Phase 3A Probable Construction Cost. For LEED certified projects, the Architect/Engineer shall prepare and include drawings of each discipline identifying the specific elements that will qualify for LEED points. Specific areas, items, and elements that contribute to the Owner-required LEED level shall be listed, keyed, or otherwise highlighted for review purposes.
- 4.5.2.6 To the extent authorized by Service Order, the Architect/Engineer shall participate in a follow up VA/Life Cycle study/critique/constructability after submission of 75% Construction Documents. Participation shall be as necessary to assure that the Owner approved recommendations from the Phase 2 VA have been incorporated and that any additional recommendations from this Phase 3B VA are fully understood and will be incorporated into the Contract Documents.
- 4.5.2.7 After review by the Owner, the Architect/Engineer shall resolve all questions and have all revisions made to its documents as required by the Owner. The Architect/Engineer shall prepare a 75% complete Review Set. The 75% Review Set shall be returned to the Owner with a consolidated cost and schedule breakdown by construction trade that will permit the Miami-Dade County Department of Business Development to readily develop contract measures in the bidding documents. The Architect/Engineer shall not proceed with the following Phase 3C - 100% Contract Documents until appropriate written approvals and

comments on the deliverables for Phase 3B and a Service Order for Phase 3C Basic Services are received from the Owner. All comments shall be addressed in Phase 3C. The Architect/Engineer understands that such approvals, comments, and Service Order may be received individually and at different times.

4.5.3 Phase 3C, 100% Complete Contract Documents

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

1. The Architect/Engineer shall submit all documents required under Phase 3C - 100% Contract Documents for review and comments by the Owner. The 100% Contract Documents submittal shall apply to all applicable disciplines including, but not limited to, architectural, structural, mechanical/HVAC/plumbing/fire protection, electrical, and civil. The 100% Contract Documents submittal shall include CSI Divisions 1 through 16 and MDAD Division 0. The 100% Contract Documents submitted shall also include updates to the Phase 3B Project Probable Construction Cost. These updates shall be based upon the approved size and character of the components of the Project Elements as developed in the approved Phase 3B - 75% Contract Documents. If the Phase 3C Probable Construction Cost indicates that the Project cost shall be more than the approved Phase 3B Probable Construction Cost, no further progress payment will be made until the Architect/Engineer provides an alternate design the Architect/Engineer shall, without additional compensation and without changing the scope of the Project, provide an alternate design to bring the Phase 3C Probable Construction Cost within or below the approved Phase 3B Probable Construction Cost. The Owner may direct the Architect/Engineer to modify, without additional compensation, the 100% Contract Documents to bring the Phase 3C Probable Construction Cost within or below the approved Phase 3B Probable Construction Cost. The Architect/Engineer shall not proceed with the following Phase 3D Bid Documents until appropriate written approvals and comments on the deliverables for Phase 3C and a Service Order for Phase 3D Basic Services are received from the Owner. All comments shall be addressed in Phase 3D. The Architect/Engineer understands that such approvals, comments and Service Order may be received individually and at different times. For LEED certified projects, the Architect/Engineer shall prepare and include drawings of each discipline identifying the

specific elements for LEED points that are required by the technical specifications to meet the necessary criteria. The Project LEED points estimate shall be updated to reflect the Project's Phase 3B refinements to meet or exceed the top three (3) points in the specified LEED certification category.

4.6 PHASE 3D, BID DOCUMENTS

4.6.1 After review by the Owner of the 100% Contract Documents, the Architect/Engineer shall respond to all comments in writing within seven (7) calendar days after receipt of the comments from the Owner, acknowledging acceptance of the comments(s) which will be incorporated into the documents during Phase 3D, and identifying the rejection of those comments not to be incorporated as approved by the Owner.

4.6.1.1 The Architect/Engineer shall assemble and submit a consolidated set of 100% Contract Documents for back-check by the Owner. This set will reflect the revisions required after the 100% review by the Owner.

4.6.1.2 The Architect/Engineer shall recommend and justify to the Owner the overall Project Contract Time, Phasing, Interim Completion Time(s), the amounts of liquidated damages, liquidated indirect costs, and the amount of Allowance Account(s) to be incorporated in the Contract Documents.

4.6.2 Upon final approval of the back-checked Phase 3C - 100% Contract Documents by the Owner and the receipt of a Service Order, the Architect/Engineer shall prepare the Advertisements for Bids, the Bid Forms, and finalize the Contract Documents to a condition suitable for final printing and distribution to prospective bidders. These 100% complete Contract Documents shall be submitted to the Owner for approval.

4.6.3 Project registration with GBCI for certification shall be undertaken or updated, as appropriate.

4.7 PHASE 4 - BIDDING AND AWARD OF CONTRACT

4.7.1 Upon approval of the 100% complete Contract Documents and the issuance of a Service Order by the Owner for the Phase 4 Basic Services, the Architect/Engineer shall furnish the number of bound sets of the 100% complete Contract Documents (Plans and Project Manuals) as specified in the Service Order for bidding purposes, prior to advertising, or as may otherwise be directed by the Owner by the Service Order. The Architect/Engineer shall assist the Owner in obtaining bids, responding in writing to Bidders' inquiries, preparation and issuance of addenda, evaluation of the Bids and Bidders, and the awarding of a Contract(s) for all or a portion of the Work that was bid pursuant to the Contract

Documents. The Architect/Engineer shall also participate in pre-bid conference(s) and attend the Bid opening.

4.7.2 The Architect/Engineer shall distribute the Contract Documents to prospective Bidders and to other agencies as required by the Owner, in accordance with current Owner bidding procedures, as such procedures may be amended from time to time. Delivery cost to Bidders shall be paid by the Bidders.

4.7.3 The Architect/Engineer shall, with prior approval and authorization by the Owner, develop, print, and distribute addenda and responses to bidder's inquiries.

4.7.4 The Architect/Engineer shall: prepare three (3) sets of Contract Documents in hardcopy format, and two (2) sets in a commercially available software, editable electronic format (CD's, DVD's), conformed with Addenda (if any) pasted or included therein for use by the Owner; prepare a tabulation of bids received; analyze the bids; and make an initial recommendation of award. The award of the Contract will be at the sole discretion of the Owner. Such action by the Owner shall not relieve the Architect/Engineer from any responsibility under this Agreement.

4.7.5 If the lowest qualified, responsive and responsible bid received exceeds the approved Phase 3C Probable Construction Cost, the Owner may at its discretion:

1. Approve the increase of the cost of the Work that was bid pursuant to the Contract Documents; or
2. Direct the Architect/Engineer to revise the Contract Documents, without changing the scope of the Project, and re-bid the Work included in the revised Contract Documents (in which case the Architect/Engineer shall again perform the work specified herein before, at no additional compensation, except for the reimbursement of the cost of printing of Contract Documents); or
3. Suspend or abandon the Project or any components of the Work included in the Contract Documents.

4.7.6 Upon award of the Contract by the Owner and notification from Owner to the Architect/Engineer that the Contract be executed, the Architect/Engineer shall assemble, prepare, and transmit to the Owner six (6) sets of the bidding and Contract Documents, complete with all addenda, forms, and affidavits required by the Contract Documents.

4.8 PHASE 5 - WORK RELATED SERVICES

4.8.1 Upon receipt of a Service Order for Phase 5 Work-Related Services, the Architect/Engineer shall provide the Services as set forth herein. The Work-

Related Services will begin upon receipt of a Service Order. The Work-Related Services will end when the final request for payment from the Contractor has been approved by the Owner, the Architect/Engineer has submitted its Report of Contract Completion, and the Record Drawings (As-Built Drawings) and has completed all other Services required, including the warranty related services.

- 4.8.2 The Architect/Engineer shall provide the Owner a staffing plan including individual resumes that the Architect/Engineer, including Sub-Consultant(s), intends to use during the Work Related Services for review by the Owner for adequate staffing.
- 4.8.3 The Architect/Engineer shall submit or otherwise affirm that it has submitted all necessary and requested data to GBCI for the attainment of the LEED certification category requested by the Owner.
- 4.8.4 The Architect/Engineer shall approve the overall progress schedule, schedule of shop drawings submissions, schedule of values, and other schedules required of the Contractor under the Contract Documents. The Architect/Engineer shall visit the Work at least once per week, evaluate the work for compliance with the Contract Documents, prepare and submit to the Owner, via the Project Manager with copies to the Field Representative, a detailed written and sequentially-numbered report of the observed conditions of the Work, the progress of the Work, and other Work observations, as found or made during each visit to the Work. Such report shall be submitted to the Owner at least monthly and more frequently on an interim basis if necessary to prevent or mitigate any increase in Project costs or damages to the Owner. The Architect/Engineer will not be held responsible for the means, method, techniques, sequences or procedures used, or for safety precautions and programs, in connection with the Work performed by the Contractor, but shall immediately report to the Owner any observations of conditions which in his judgment would endanger persons or property or which might result in liabilities to the Owner.
- 4.8.5 Appropriately qualified personnel of the Architect/Engineer, including Sub-consultant(s) if appropriate, shall visit the Work at least once per week, unless otherwise specified in the Special Provisions of this Agreement, Service Order and as necessary to fulfill the responsibilities of the Architect/Engineer hereunder and in order to respond to non-routine situations that call for the Architect/Engineer's expertise and /or approval in an expeditious manner. Such personnel shall coordinate with the Field Representative work-site personnel.
- 4.8.6 The A/E shall review and certify the amounts due the Contractor and issue Certificates for Payment in such amounts. The A/E's certification for payment shall constitute a representation to the Owner, based on the A/E's evaluation of the Work and on the data comprising the Contractor's Application for Payment, that the Work has progressed to the point indicated and that, to the best of the A/E's knowledge, information and belief, the quality of the Work is in accordance

with Contract Documents. The foregoing representations are subject to minor deviations from the contract documents correctable prior to completion and to specific qualifications indicated by the A/E. Such certification 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 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;
 6. The Field Representative's confirmation of the cost of labor, materials, and equipment for cost-plus work including disputed work;
 7. Compliance with all LEED required activities. The review of the Contractor's LEED Certification Plan for compliance regarding inventory and receipt of action documentation, including but not limited to, construction waste management, use of reduced impact materials, temporary storage of recyclables and discarded items, refrigerants, etc., necessary to attain maximum possible LEED certification points, up to the date of the pay request.
- 4.8.7 The Architect/Engineer shall assist the Project Manager, the Field Representative, and other consultants in reviewing and evaluating all Contractor's claims relating to the cost, execution, and progress of the Work and on all other matters or questions related thereto including, but not limited to, change orders, work orders and potential work orders.
- 4.8.8 The Architect/Engineer shall have authority to require special inspection or testing of any Work questioned as to conformity with the Contract Documents whether or not such Work has been fabricated and delivered to the Project, or installed and completed.
- 4.8.9 The Architect/Engineer shall provide general consultation and advice, interpret the Plans Specifications, and other such Contract Documents in order to clarify the intent of the Architect/Engineer with respect to the contents of the Contract Documents.

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

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

4.8.11 The Architect/Engineer shall revise Plans, specifications and other Contract Documents as necessary, shall review Change Orders, Work Orders, Bulletins, and other appropriate documentation prepared by the Field Representative, and shall assist the Project Manager and Owner in negotiations with the Contractor(s) with respect to all changes in the Work. If the need to revise Plans, specifications and other Contract Documents and/or to review Change Orders, Work Orders, Bulletins, and other documentation is a result directly or indirectly of errors, omissions, and/or ambiguities in the Services rendered by the Architect/Engineer, including Sub-consultants, then such work shall be provided by the Architect/Engineer at no additional cost to the Owner.

4.8.12 The Architect/Engineer's Services for Substantial Completion and Final Acceptance shall include, but not be limited to, the following:

4.8.12.1 Inspections for Substantial Completion for all or a portion of the Work:
The Architect/Engineer shall, prior to Substantial Completion of the Work, inspect the Work with the Field Representative, to determine initial Punch List items and to ensure that all mechanical/electrical/plumbing systems have been commissioned in accordance with the requirements of the Contract Documents. The Architect/Engineer shall re-inspect the work with the Field Representative as many times thereafter as is needed to establish a time of Substantial Completion. The Architect/Engineer shall review each edition of the Punch List before it is issued by the Field Representative. Each edition of the Punch List will be distributed by the Field Representative after review by the Architect/Engineer. Any User contributions to the Punch List shall be only as approved by Owner. Punch Lists shall record:

1. Defects observed in the Work and incomplete commissioning in first and succeeding visits;
 2. Defects corrected (recorded by striking items from the punch list or by identifying items as corrected).
- 4.8.12.2 Contractor's Closeout Submittals and Actions: The Architect/Engineer shall review the Field Representative's record of closeout submittals and actions for concurrence.
- 4.8.12.3 Determination of Substantial Completion: When the Punch List of defective items has been reduced to the point at which, in the judgment of the Architect/Engineer and Field Representative, the Work can be immediately utilized for its intended purpose, division of responsibility for carryover items from the Contractor to the Owner has been set forth, and all Punch List items are judged to be capable of completion in not more than 60 days or such other time as may otherwise be approved by the Owner, upon recommendation by the Field Representative, the Architect/Engineer shall review, concur, and upon approval by the Owner, set the date of Substantial Completion.
- 4.8.12.4 Certificate of Occupancy: If a Certificate of Occupancy is required on this project, the Architect/Engineer and Field Representative shall not certify the Work as substantially complete until a Certificate of Occupancy has been issued in accordance with the Florida Building Code.
- 4.8.12.5 Determination That the Work Is Not Substantially Complete: If the required submittals and actions by the Contractor are deficient, or if in the judgment of the Field Representative and/or the Architect/Engineer the Work will not be ready for final acceptance within the time parameters specified herein, the Architect/Engineer shall notify the Project Manager, the Field Representative and the Contractor in writing that Substantial Completion cannot be declared, and include a list of deficient Contractor's submittals, deficient Contractor's actions, defective or incomplete items in the Work, and any other supporting reasons the Field Representative and/or the Architect/Engineer may wish to state.
- 4.8.12.6 Retainage for Uncompleted Work: The Architect/Engineer shall review and concur with the Field Representative's recommendation of an amount that will ensure that the Owner can employ other contractors to complete each item of work in the event of the Contractor's failure to complete. Upon approval by the Owner, this retainage for uncompleted work shall be deducted from the retainage amount otherwise due the Contractor at the time of Substantial Completion. Retainage for uncompleted work will not be paid until the Contractor completes all uncompleted items.
- 4.8.12.7 Final Acceptance: When, in the judgment of the Field Representative

and the Architect/Engineer the Work is complete, the date of Final Acceptance shall be set by the Owner.

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

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

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

B. Two (2) sets of electronic drawings:

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

In compliance with the MDAD Technical Support Facility Management Layering System requirements in DWG compiled format, not X-REF. Please refer to the MDAD CAD Standards Guidelines (MDAD Design Guidelines Manual available through the MDAD Project Manager.

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

C. Building Information Modeling (BIM) – To the extent authorized by Service Order, the A/E shall employ the use of BIM technology utilizing Autodesk Revit software.

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

4.8.13.2 The complete set of Record Drawings shall include all pertinent shop drawings as well as the Plans included in the Contract Documents as adjusted to comply with the as-built Work. The Architect/Engineer shall verify that all Record Drawings prepared by the Contractor are prepared in a manner that will ensure clarity of line work, notes, and dimensions. The Architect/Engineer shall provide a certification of the quality of all equipment and systems that are a part of the finished work.

4.8.13.3 The Architect/Engineer shall furnish to the Owner in an electronic data

base (Microsoft Excel 2000 or higher) an index, summary, and copies of all warranty documents required to be furnished by the Contractor under the consolidated Contract Documents. The Field Representative and Contractor will be responsible for providing an index and summary list of the equipment by serial number and indicate for each the warranties, the term, conditions, and the purported legal enforcement and recourse rights of the Owner as indicated by the language in the Warranty. This list shall be reviewed by the Architect/Engineer.

4.8.13.4 To the extent authorized by Service Order, the Architect/Engineer shall inspect the entire Project thirty (30) days prior to the expiration of the warranties. The Architect/Engineer shall report its findings to the Owner sufficiently prior to the end of the warranty period to enable the Owner to issue an action report to the Contractor prior to the expiration of the warranty period. The Architect/Engineer's report shall be complete with specific recommendations covering any portion of the Work to be repaired or replaced.

4.8.13.5 In addition to the requirements set forth above, the Architect/Engineer shall perform those duties of the Architect/Engineer as set forth in the Contract Documents.

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

4.9. MEETINGS AND REPORTS

4.9.1. Meetings: As part of providing the Basic Services, the Architect/Engineer shall attend all meetings wherein information relating to the Basic Services is discussed, and shall provide consultation to the Owner regarding such information. These meetings shall include, but shall not necessarily be limited to, regularly scheduled monthly meetings concerning design coordination, and such other meetings, whether regularly scheduled or specially called, as may be necessary to enable the Architect/Engineer to coordinate his Services with, and provide information to and/or obtain information from, the Owner, its consultants and contractors, and all others with whom coordination or liaison must take place in order to fulfill the intent and purposes of this Agreement and the Contract Documents. Unless otherwise directed by the Owner, the Architect/Engineer shall

prepare and disseminate in a timely manner meeting notices and agenda, briefing materials, meeting minutes, meeting reports, etc., appropriate to such meetings.

4.9.2. Reports: In addition to any specific reports called for elsewhere in this Agreement, the Architect/Engineer shall submit to the Owner a monthly progress report of the status and/or results of all Services required to be performed under this Agreement. This Report shall be submitted with the invoice for Services performed during the corresponding period. Each report shall include but not be limited to: a brief narrative the progress made during the previous month and the estimated incremental and total percentages of each assigned Project Element which have been completed; any problem(s) encountered during the month and any actions taken to solve or alleviate the problem(s); any changes which may have occurred in the projected dates of the events; a statement from the Architect/Engineer as to each Project Element that the Project is either on schedule or the Project Element is not on schedule and should the latter be stated, then the Architect/Engineer shall also state the length of delay and the reasons for the delay. The Architect/Engineer shall explicitly state recommendations for alleviating the delay and in subsequent monthly progress reports state whether or not the delay has been alleviated. Such report shall also relate the aggregate services performed to the total compensation paid and payable to the Architect/Engineer hereunder for each Phase of the Basic Service as set forth in the corresponding invoice for payment.

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

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

ARTICLE 5

ADDITIONAL AND WORK-SITE SERVICES

- 5.1 **AUTHORIZATION:** Any Services beyond the requirements for Basic Services shall be performed by the Architect/Engineer upon receipt of a Service Order issued by the Owner. The Owner reserves the right to have any or all of the Services listed below performed by consultants other than the Architect/Engineer. The Architect/Engineer shall have no claim to any of these Services except as authorized by the Owner with a Service Order.
- 5.2 **ADDITIONAL SERVICES:** Additional Services listed below are beyond the requirements for Basic Services under this Agreement and shall be performed upon receipt of a Service Order.
- 5.2.1 Special analyses of the needs of the Owner related to financial feasibility, or other special studies not otherwise necessary for the satisfactory performance of the Basic Services.
- 5.2.2 Incorporation of any User recommendations, as approved by the Owner, into drawings subsequent to Phase 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 Basic Services.
- If any independent engineering, testing laboratory or surveyor is employed by the Architect/Engineer to perform any or all of the requested additional services, the Architect/Engineer shall obtain the Owner's approval of the use of and the fees for such independent engineering, testing laboratory or surveyor prior to commencing such work. Verification of the work performed by such Sub-consultant(s) and the cost associated therewith shall be the sole responsibility of the Architect/Engineer and not compensable by the Owner.
- 5.2.5 Extra work required, as directed by the Owner, to break the Project into more bidding packages than specified herein, including making studies and advising the Owner of the number and type of construction contracts, taking into consideration phasing and coordination of work with the Contractors, cost impact, and the requirements and needs of the Owner and Users (if applicable).

- 5.2.6 Meetings with federal and/or state grant providing agencies required to assist the Owner in obtaining grant funding for the Project.
- 5.2.7 Extended assistance requested in writing by the Owner for the preparation of operating and maintenance manuals, other than those provided by the Contractor, subcontractors, or manufacturer, in accordance with the Contract Documents.
- 5.2.8 Consultation concerning replacement of any work damaged by fire or other disaster during construction, and professional services in connection with replacement of such work.
- 5.2.9 Preparing to serve or serving as an expert witness at the request and on behalf of the Owner, in connection with the Project or any Project Element or component thereof, except in situations where such service is a result of the Architect/Engineer's errors, omissions, or ambiguities.
- 5.2.10 Professional services required after acceptance of the Work by the Owner except as otherwise required under Basic Services.
- 5.2.11 Professional services made necessary by the default of the Contractor or by major defects in work performed under the construction Contract that have not resulted from errors, omissions, or ambiguities of the Architect/Engineer.
- 5.2.12 Environmental services beyond that which is required to verify Owner-supplied information or that is beyond the scope of the Basic Services herein.
- 5.2.13 Environmental Remediation engineering services. These services will be negotiated, authorized, and paid as Additional Services; however, the incorporation of standard details and/or technical specifications provided by the Owner into the Contract Documents does not constitute Additional Services.
- 5.2.14 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.
- 5.2.15 Preparation of reports, which are not a requirement of Basic Services, and participation in meetings during construction, should the Owner elect not to take the option for Work-Site Services; provided, however, that such meetings and reports are not a result, directly or indirectly, of errors, omissions, and/or ambiguities in the services rendered by the Architect/Engineer, including Sub-consultants engaged by the Architect/Engineer.
- 5.3 WORK-SITE SERVICES: At the sole option of the Owner and after receipt of a Service Order specifically authorizing such Services, the A/E shall provide Work-Site Services as set forth herein. In discharging such Services, the Architect/Engineer shall provide an on-site resident Field Representative(s) approved by the Owner who shall act as the agent of

the Architect/Engineer. The Work-Site Services shall be defined by Service Order, performed in accordance with the MDAD Construction Inspection Services Manual, and agreed to by the Architect/Engineer and the Owner.

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

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

ARTICLE 6

REIMBURSABLE EXPENSES

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

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

ARTICLE 7

EQUAL EMPLOYMENT OPPORTUNITY AND AFFIRMATIVE ACTION

- 7.1 **EQUAL EMPLOYMENT OPPORTUNITY:** The Architect/Engineer shall not discriminate against any employee or applicant for employment because of 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 Architect/Engineer 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 or gender expression or 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 Architect/Engineer agrees to post in conspicuous places, available to employees and applicants for employment, notices provided by the County setting forth the provisions of this Equal Employment Opportunity clause. The Architect/Engineer shall comply with all applicable provisions of the Civil Rights Act of 1964, Executive Order 11246 of September 24, 1965, as amended by Executive order 11375, revised Order No. 4 of December 1, 1971, as amended, and the Americans with Disabilities Act. The Age Discrimination in Employment Act effective June 12, 1968, the rules, regulations and relevant orders of the Secretary of Labor, Florida Statutes 112.041, 112.042, 112.043 and Miami-Dade County Code Section 11A1 through 13A1, Articles 3 and 4.

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

- 7.2 **NONDISCRIMINATORY ACCESS TO PREMISES AND SERVICES:** The Architect/Engineer, for itself, its personal representatives, successors in interest, and assigns, as part of the consideration hereof, does hereby covenant and agree as a covenant that: (1) no person on the grounds of 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 Architect/Engineer; (2) that the Architect/Engineer 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, Nondiscrimination 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 Architect/Engineer 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 Architect/Engineer shall obligate their sub-consultants to the same nondiscrimination requirements imposed on the Architect/Engineer and assure said requirements are included in those sub-agreements.

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

7.4 NONDISCRIMINATION: During the performance of this Agreement, the Architect/Engineer agrees as follows: The Architect/Engineer shall, in all solicitations or advertisements for employees placed by or on behalf of the Architect/Engineer, state that all qualified applicants will receive consideration for employment without regard to 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 Architect/Engineer shall furnish all information and reports required by Executive order 11246 of September 24, 1965, as amended by Executive order 11375 and by rules, regulations, and orders of the Secretary of labor, or pursuant thereto, and will permit access to Architect/Engineer books, records, accounts by the County and Compliance Review Agencies for purposes of investigation to ascertain by the compliance with such rules, regulations, and orders. In the event of the Architect/Engineer's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, and orders, this Agreement may be cancelled, terminated, or suspended in whole or in part in accordance with the Termination of Agreement section hereof and the Architect/Engineer may be declared ineligible for further contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 and such sanctions as may be imposed and remedies invoked as provided in Executive Order 11375 and such sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 as amended or by rules, regulations, and orders of the Secretary of Labor, or as otherwise provided by law.

The Architect/Engineer will include Section 7.1 Equal Employment Opportunity and Section 7.2 Nondiscriminatory Access to Premises and Services of this Article in Architect/Engineer sub-contracts in excess of \$10,000.00, unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of

Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375, so that such provisions will be binding upon each sub-consultant.

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

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

7.6 **AFFIRMATIVE ACTION/NON-DISCRIMINATION OF EMPLOYMENT, PROMOTION, AND PROCUREMENT PRACTICES** (County Code Section 2-8.1.5): In accordance with the requirements of County Code Section 2-8.1.5, all firms with annual gross revenues in excess of five million dollars (\$5,000,000) 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 Architect/Engineer is required under this Agreement to comply with the provisions of Implementing Order 3-32 (Small Business Enterprise Architecture and Engineering Program) and Implementing Order 3-41 (Small Business Enterprise Program for the Purchase of Goods and Services) and achieve a Small Business Enterprise (SBE) – Architectural and Engineering (A/E) contract measure and a SBE – Goods and Services (G&S) Goal in accordance with the Contract Measures applied to this Project as shown in the “Special Provisions” of this Agreement and the attached Certificate of Assurance (Exhibit 4) as presented in the Architect/Engineer’s Proposal for the Project.

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

ARTICLE 8

COMPENSATION FOR SERVICES

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

All allocations of money between Basic, Work-Site, Work-Related, and Additional 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. No payment will be made to the Architect/Engineer for work performed without a Service Order. The Architect/Engineer agrees that all such services can be provided within the awarded amount of this Agreement.

8.1 COMPENSATION FOR SERVICES:

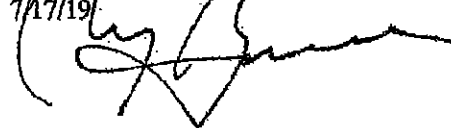
Unless otherwise authorized by Amendment to this Agreement, aggregate payments to the Architect/Engineer for Basic Services, Work Site, Work-Related and Additional Services and Reimbursable Expenses performed shall not exceed TWO MILLION DOLLARS (\$2,000,000.00) and shall be disbursed as reflected herein, unless additional payments up to the limits of the Allowance Account have been authorized.

8.2 PAYMENT FOR SERVICES: The fee for Services to be provided under each service Order, will be computed by one of the following methods as mutually agreed to by the Owner and the Architect/Engineer:

- Fixed Lump Sum
- Multiple of Direct Salaries

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

8.2.2 Multiple of Direct Salaries: Under this compensation basis, the Architect/Engineer is compensated for the time of personnel engaged directly in performing Services under this Agreement. The compensation to be paid shall consist of the Direct Salaries of such personnel, as reported to the Director of the United States Internal Revenue Services, times a multiple of such Direct Salaries. 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.



8.2.3 The Fee to the Architect/Engineer based on a Multiple of Direct Salaries shall be determined as follows:

8.2.3.1 Compensation for the Principal shall be at the flat rate without application of any multiplier of Two Hundred Dollars (\$200.00) per hour.

Principal(s) to be paid this rate is/are those listed by name in Exhibit 2 - "Principals of the Architect/Engineer", attached to this Agreement.

Upon mutual agreement between the Owner and the Architect/Engineer, the Principals identified in Exhibit 2 - "Principals of the Architect/Engineer", may be substituted, provided the total number of Principals does not exceed the number of Principals originally listed.

8.2.3.1.1 Compensation for all other personnel performing Services shall be a multiple of 2.8 times Direct Salaries. The maximum rate of compensation for office personnel including the multiple of Direct Salaries shall not exceed the following:

PERSONNEL	MAXIMUM
Registered Architect	N/A
Senior Project Manager	\$179.00
Project Manager	\$168.00
Assistant Project Manager	\$145.00
Designer / Project Coordinator	\$126.00
Professional Engineer	\$168.00
Senior Engineer	\$156.00
Staff Engineer	\$123.00
CADD / Technician	\$103.00
Clerical / Administrative	\$84.00

The maximum rate of compensation for all other office personnel, not listed above, including the multiple of Direct Salaries shall not exceed One Hundred Sixty Dollars (\$160.00) per hour. The Owner reserves the right to adjust the maximum rate.

8.2.3.2 In the event the Owner authorizes the Architect/Engineer to perform Work Site Services, compensation shall be at a multiple of 2.3 times the Direct Salaries. The maximum rate of compensation for field

personnel including the multiple of Direct Salaries shall not exceed the following:

PERSONNEL	MAXIMUM
Senior Field Representative	\$126.00
Assistant Field Representative	\$110.00
Inspectors	\$89.00
Clerical / Administrative	\$69.00

The maximum rate of compensation for all other field personnel, not listed above, including the multiple of Direct Salaries shall not exceed One Hundred Twenty-Five Dollars (\$125.00) per hour. The Owner reserves the right to adjust the maximum rate.

8.2.3.3 Compensation for authorized overtime services must be approved in writing by the Owner prior to incurring overtime charges. Employees that are salaried are not required to be paid at time and one half for work over 40 hours. The following formula will be utilized for calculating overtime for salaried employees: Forty (40) hours multiplied by the base pay rate (\$) multiplied by the appropriate multiple (M); plus Hours Worked Beyond Forty (40) Hours During Week (Hrs) multiplied by the pay rate (\$) multiplied by 1.1. Using conventions contained in Microsoft Excel, the equation for this would be:

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

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

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

EXAMPLE

Hours worked during week = 50 Pay

rate = \$30/hr.

Multiplier = 2.65

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

EXAMPLE

Hours worked during week = 50 Pay

rate = \$30/hr.

Multiplier = 2.65

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

- 8.2.3.4 Architect/Engineer shall not invoice Owner for charges for office, rent or overhead expenses of any kind, including but not limited to, insurance, telephone (except long distance calls authorized by the Owner), and utility charges, office/drafting supplies, depreciation of equipment, professional dues, subscriptions, reproduction of drawings and/or specifications for internal use, mailing, stenographic, clerical, nor shall it invoice for other employee time to travel and subsistence not directly related to the Project. The multiple factor set forth above shall cover all such costs pertinent to the Project.
- 8.2.3.5 When Services are authorized as a Multiple of Direct Salaries, the Architect/Engineer shall submit the names, classification, salary rate per hour, applicable multiple, hours worked, and total charge for all personnel directly engaged on the project.
- 8.2.4 The Architect/Engineer shall not be entitled to compensation for Phases 3A through 4 (30% Contract Documents through Bidding) for alternates required because of the failure of the Architect/Engineer to design the Project so that it may be constructed within the total established construction budget.
- 8.2.5 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.
- 8.2.6 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 Service Order in calendar days, by twenty percent (20%) then dividing the calculated number of days by 30 days/month and rounding up to the next integer. This integer will be the number of months over which the Work Related Services Fee will be paid.
- 8.2.6.1 In the event that Prolonged Period of Contract Administration, Phase 5, of Basic Services becomes necessary, payment for the Prolonged Period of Contract Administration shall be the same amount as the monthly installment payments for Work Related Services. Payments for

Prolonged Period of Contract Administration shall begin once the original contract time has been exceeded by 20% if such extended time is due to no fault of the Architect/Engineer.

- 8.3 **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.
- 8.4 **INVOICES AND METHODS OF PAYMENT:** The Architect/Engineer shall submit monthly to the Project Manager, two (2) copies of a duly certified invoice for payments due on account of the portion(s) of the Services performed and eligible for payment based upon the earned value measurement procedure contained in the DSCMP. A copy of the applicable Service Order shall accompany the original copy of the invoice. The format, content, and submittal date of the invoice shall be as specified by the Project Manager. The Architect/Engineer shall meet monthly with the Project Manager to verify that the Architect/Engineer's reported progress and earned value is in accordance with the accepted DSCMP. Monthly progress payments will be based on the monthly DSCMP meeting with the Project Manager. Subsequent to the monthly DSCMP meeting, the Architect/Engineer shall submit its invoice for those services to the Project Manager. The Owner shall make payment in accordance with the provisions of Chapter 218 of the Florida Statutes. However, the Owner may reject the invoice in whole or in part. If rejected, the Owner shall notify the Architect/Engineer in writing, specifying the deficiencies and corrective action required. If the Owner rejects only a part of the invoice, the Owner shall pay the undisputed portion of the invoice on a timely basis. Rejected or partially rejected invoices shall be corrected by the Architect/Engineer and resubmitted to the Project Manager for payment. Resubmitted partially rejected invoices shall separately indicate the previously undisputed amount of the invoice.
- 8.5 **PAYMENT TO SUB-CONSULTANTS:** All payments to Sub-consultant(s) employed hereunder shall be the sole responsibility of the Architect/Engineer unless otherwise provided for herein or within a Service Order. The Architect/Engineer shall, upon receipt of progress and/or final billing(s) from such Sub-consultant(s) for Services satisfactorily performed incorporate such billing(s) in the manner and to the extent appropriate to the applicable payment basis (es), in the next following invoice submitted by the Architect/Engineer to the Owner. The Architect/Engineer shall not submit invoices 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 Architect/Engineer, payable to such Sub-consultant(s). The Architect/Engineer shall make all payments to such Sub-consultant(s) promptly following receipt by Architect/Engineer of corresponding payment from the Owner. Prior to any payments to Sub-consultant(s), the Architect/Engineer shall, if requested by the Project Manager, furnish to the Owner a copy of the agreement(s) providing for such payments.

8.6 SUB-CONTRACTOR/SUB-CONSULTANT REPORTING: Pursuant to Sections 2-8.1 and 10.34 of the Code of Miami-Dade County, the Architect/Engineer must report to the County the race, gender, and ethnic origin of the owners and employees of its first tier sub-contractors/sub-consultants via the Business Management Workforce System (BMWS) at <http://mdcsbd.gob2g.com>. The race, gender, and ethnic information must be submitted via BMWS as soon as reasonably available and, in any event, prior to final payment under the contract. The Architect/Engineer shall not change or substitute first tier sub-contractors/sub-consultants or direct suppliers or the portions of the contract work to be performed or materials to be supplied from those identified except upon written approval of the County. Additionally, in accordance with Section 2-8.8 of the Code, as a condition of final payment under a contract, the Architect/Engineer shall identify sub-contractors/sub-consultants used in the work, the amount of each sub-contract, and the amount paid and to be paid to each sub-contractor/sub-consultant via BMWS. The Architect/Engineer shall be responsible for reporting all payments to sub-cons, and sub-consultants must confirm the reported payments, via BMWS, within the specified time frame. In the event that the Architect/Engineer intends to pay less than the subcontract amount, the Architect/Engineer shall deliver to the County a statement explaining the discrepancy or any disputed amount.

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

8.8 PAYMENT FOR ABANDONED, TERMINATED OR SUSPENDED SERVICES: In the event of termination or suspension of the services or abandonment of a Project Element(s) (including the failure of the Owner to advertise the Contract Documents for bids, or the Owner's failure to award a Contract for the Work on the basis of any such bids received, within the time limits set forth in this agreement) the Architect/Engineer shall be compensated as follows:

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

8.8.2 For Services partially completed and satisfactorily performed prior to receipt by the Architect/Engineer of notice of abandonment of a Project Element, termination, or suspension, the Architect/Engineer shall be compensated on the basis of payment in same manner as would have been required had such abandonment of a Project Element, termination or suspension not occurred, adjusted to the level of completion portion of the service. A claim by the Architect/Engineer for compensation shall be supported by such data as the

Owner may reasonably require. In no case shall fees for partially completed Services exceed the fees that would have been paid for such Services had they not been abandoned, terminated or suspended.

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

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

8.9 **MAXIMUM PAYABLE ALLOWANCE ACCOUNT:** The aggregate sum of all payments to the Architect/Engineer for Allowance Account Services payable on this Project shall not exceed TWO HUNDRED THOUSAND DOLLARS (\$200,000.00). 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.

8.10 **INSPECTOR GENERAL AUDIT ACCOUNT:** An audit account is hereby established to pay for mandatory random audits by the County's Inspector General pursuant to County Code Section 2-1076. The amount for the Inspector General Audit Account is hereby set at 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.

8.11 **TOTAL AUTHORIZED AMOUNT FOR THIS AGREEMENT:** The Total Authorized Amount for this Agreement is TWO MILLION TWO HUNDRED FIVE THOUSAND FIVE HUNDRED DOLLARS (\$2,205,500.00). 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 At any time during the term of this Agreement Owner can require the Architect/Engineer provide Project Specific Professional Liability Insurance in the amount of \$1,000,000 (or such other amount as may be specified in these Special Provisions) per claim to last the life of the Project plus three (3) years. The premium for this coverage shall be reimbursed to the Architect/Engineer in accordance with Article 6 "Reimbursable Expenses" of this Agreement.
- 9.2 Pursuant to Article 2.1, the Architect/Engineer shall be furnished with the following documents, or access thereto, as referenced in Basic Services: Design Guidelines Manual, Design Deliverables Requirements Manual, Construction Inspection Manual,
- 9.3 Pursuant to Article 3.28, the Architect/Engineer shall meet the LEED certification category indicated in the Service Order.
- 9.4 The Architect/Engineer shall consider the future impacts of sea level rise that may be addressed during design considerations.
- 9.5 Pursuant to Article 4.2, the Architect/Engineer shall submit, for each Service Order, a DSCMP in Excel, Microsoft Project, or Primavera format and shall include, among other things, proposed durations, from authorization to proceed, for each applicable phase.
- Phase 1A Program Verification
 - Phase 1B Preparation of Schematic Design Documents
 - Phase 2 Design Development
 - Phase 3A 30% Complete Contract Documents
 - Phase 3B 75% Complete Contract Documents
 - Phase 3C 100% Complete Contract Documents
 - Phase 3D Bid Documents
- 9.6 Pursuant to Article 4.2.1, the Architect/Engineer shall furnish or cause to be furnished architectural services; engineering services, including all civil, structural, electrical, mechanical, plumbing, HVAC, and fire protection; interior design; signage and graphics; maintenance of traffic; safety plans; environmental, including removal and disposal of contaminated soils/water, asbestos abatement, erosion controls, Storm Water Pollution Prevention Plan (SWPPP) provisions, and preliminary application for the dewatering permits; lighting; communications; landscape design; industrial design; people movers; baggage conveyors; as well as related other apron facilities; services related to passenger boarding bridges, fueling, Preconditioned Air, 400HZ, Visual Guidance Docking Systems (VGDS); simulation and Building Information Modeling (BIM).
- 9.7 The A/E shall be responsible for all transportation to, from and within the project site for all services at no additional cost to the owner.

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

Small Business Enterprise (SBE) A/E 100% Goal
and
Small Business Enterprise (SBE) G & S 1% Goal

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

9.9 ORGANIZATIONAL CONFLICT OF INTEREST:

1. Policy

It is the policy of the County, implemented through this section, to identify, analyze and address organizational conflicts of interest that might otherwise exist in order to maintain the public's trust in the integrity and fairness of the County's contracting for the Terminal Optimization Program ("the Program") and to protect the business interests of the County, thereby safeguarding public dollars. This policy shall be supplemental to and not in derogation of any other requirements of law relating to conflicts of interest including, but not limited to, the County's Code of Ethics.

2. Definitions

Organizational conflict of interest situation in which the Architect/Engineer : (a) under this Agreement, or any part thereof, including a particular work order or defined task, is required to exercise judgment to assist the County in a matter such as in drafting specifications or assessing another consultant's or contractor's proposal or performance and the Architect/Engineer has a direct or indirect financial or other interest at stake in the matter, so that a reasonable person might have concern that when performing work under the contract, the Architect/Engineer may be improperly influenced by its own interests rather than the best interest of the County, or (b) would have an unfair competitive advantage in a County competitive solicitation as a result of having performed work on this Agreement that puts the consultant in a position to influence the result of the solicitation.

Affiliates: business concerns are affiliates of each other when either directly or indirectly one concern or individual controls or has the power to control another, or when a third party controls or has the power to control both.

Sub-consultants: firms under contract with the Architect/Engineer under this Agreement.

3. Certification of no organizational conflict of interest

The Architect/Engineer: (a) execution of this Agreement or any work order and/or (b) making a claim for payment under this Agreement, constitutes the Architect/Engineer's certification to the County that the Architect/Engineer or its subconsultants do not have knowledge of any organizational conflicts of interest that

exists in performing the work under this Agreement. False certifications may be considered a material breach of the Agreement and the Architect/Engineer may be liable to the County for a false claim under the County's false claim ordinance. At any time during the performance of the Agreement, the County may require the Architect/Engineer to execute an express written certification that after diligent inquiry the Architect/Engineer does not have knowledge of any organizational conflict of interest. The County may also require the Architect/Engineer to set forth in writing the scope of the inquiry conducted to make the express certification. Failure to make diligent inquiry, to disclose a known conflict or potential conflict, or to execute the documents required to be produced may be considered a material breach of the contract and may disqualify the Architect/Engineer or its subcontractors from award of other County professional service agreements.

4. Identification of organizational conflict of interest

The Architect/Engineer and its subconsultants shall be obligated to disclose to the County any organizational conflict of interest which may exist or arise during the performance of this Agreement, or the potential for such conflicts to occur, immediately upon the discovery of such actual or potential conflict. The disclosure shall be in writing, addressed to the Director or his designee. The disclosure shall identify the organizational conflict of interest with sufficient detail for the County's analysis and shall propose a method to address the same. Such disclosure shall be simultaneously reported to the Office of the Inspector General (OIG) and the Commission on Ethics and Public Trust (COE). The Architect/Engineer /subconsultants' failure to identify an organizational conflict of interest, or to disclose the same to the County in the manner set forth in this Section, may be considered a material breach of the Agreement. In addition, in any subsequent solicitation for professional services for which the Architect/Engineer or its subconsultants compete for award, the Architect/Engineer and/or its subconsultants shall identify and address any potential organizational conflict of interest as between that solicitation and this Agreement or the work hereunder, particularly in those instances where the Architect/Engineer offers to use the same sub-consultants which may be primes or sub-consultants in other Program contracts where such use is not specifically prohibited by the advance restrictions set forth in this policy. The potential for organizational conflicts of interest, and the methodology offered to prevent organizational conflicts of interest, may be evaluated by the County as a criterion for selection as set forth in the applicable competitive solicitation documents.

5. Addressing organizational conflicts of interest

The County will analyze and address organizational conflicts of interest on a case-by-case basis, because such conflicts arise in various, and often unique, factual settings. The Director of MDAD, subject to the approval of the Executive Director of the Commission on Ethics or his designee, shall make the decision of how to address an organizational conflict of interest. The Executive Director of the Commission on Ethics or his designee shall render its determination promptly to avoid impacting the Program. The County shall consider the specific facts and circumstances of the situation and the nature and potential extent of the risks associated with an

organizational conflict of interest when determining what method or methods of addressing the conflict will be appropriate. When an organizational conflict of interest is such that it risks impairing the integrity of the Program, then the County must take action to substantially reduce or eliminate those risks. If the only risk created by an organizational conflict of interest is a performance risk relating to the County's business interests, then the County shall have broader discretion in accepting some or all of the performance risk, but only when the potential harm to the County's interest is outweighed by the expected benefit from having the conflicted Architect/Engineer perform the Agreement. The County shall balance risks created by any organization conflict of interest against potential impacts to the Community Business Enterprise community in analyzing the appropriate method of addressing any organizational conflict of interest. Notwithstanding the preceding, the County's decision as to the existence of, and/or remedy for, any organizational conflict of interest shall be wholly binding on the Architect/Engineer, and shall be made in the County's sole and complete discretion.

6. Measures to address organizational conflicts of interest

The measure, or combination of measures, which may be appropriate to address an organizational conflict of interest, if any, shall be decided by the Director of MDAD and include, but are not limited to: (a) avoidance of risk through reduction of subjectivity in the analysis or by defining work tasks and deliverables with specificity, (b) requiring the Architect/Engineer and/or its sub-consultants to implement structural barriers (firewalls) and internal corporate controls, (c) limiting the Architect/Engineers or subconsultant or the specific personnel to be involved in a work assignment, (d) employing specific hourly limits on defined tasks, (e) limiting or prohibiting certain pass through fees and markups, (f) executing a mitigation plan which will define specific Architect/Engineer and sub-consultant duties to mitigate organizational conflicts of interest, (g) requiring sub-consultants who are conflict free to perform identified areas of work, (h) requiring the Architect/Engineer or its sub-consultants to adopt, disseminate and instruct staff on conflict of interest identification and remediation procedures and (i) relying on more than one source or on objective or verifiable data or information.

7. Documentation and evaluation

The Director of MDAD will set forth in the Agreement file a written explanation of the methodology used to address an identified organizational conflict of interest. The County shall periodically evaluate the effectiveness of the methodology in the protection of the Program. Upon the rendering of a decision regarding the resolution of a reported conflict of interest, a copy of such finding shall be forwarded to the OIG and the COE.

8. Organizational conflicts of interest which are not remedied

If in the sole discretion of the County there is no measure or combination of measures which protect the County against the organizational conflict of interest, the County may require that the Architect/Engineer cease the activity which creates a conflict with this Agreement. Failure to abide by this requirement shall result in the Architect/Engineer being in breach of this Agreement. In addition, the County may without penalty decline to award future professional service agreements or other

contracts to the Architect/Engineer or its subconsultants if the award of such agreement or conflict with result in a conflict which cannot be remedied.

- 9.10 The terms of this Agreement are subordinate to the terms of the Airport Agreement submitted by Miami-Dade County to the United States Soccer Federation on February 21, 2018, pursuant to Board of County Commissioners' Resolution No. R-187-18. In carrying out its obligations under this Agreement, A/E shall not take or omit any action which is inconsistent with, or in derogation of, the County's obligations under the Airport Agreement. Where the A/E's rights or obligations under this Agreement are in conflict with the County's obligations under the Airport Agreement, and upon notice by the County to A/E, the terms of this Agreement shall be deemed conformed to the County's obligations under the Airport Agreement. Where such conformance would cause a material change in this Agreement, A/E shall have the right, upon written notice to the County within five (5) days of receipt of notice of such a conflict, to terminate this Agreement for convenience; in such termination, the A/E shall have no cause of action for money damages of any kind, including but not limited to direct damages, unamortized costs or debt, stored or ordered materials, indirect damages, lost profits, loss of opportunity, loss of goodwill, or otherwise. In the event that the A/E does not elect to terminate this Agreement within the time specified herein, this Agreement shall be deemed to have been amended via consent of the parties to conform its terms to the requirements of the Airport Agreement, but only to the extent needed to avoid conflict with same.
- 9.11 The Architect/Engineer shall comply with the provisions in Exhibit 5.

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)

GARTEK ENGINEERING CORPORATION
Legal Name of Corporation

ATTEST:

Secretary:

Signature and Seal

By:

Architect/Engineer - Signature

Mel F. Garcia, P.E., LEED AP
Type Name

Robert L. Betancourt, P.E., LEED AP - 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 Ravin, Clerk

BY: _____
(Miami-Dade County Seal)

Approved for Form and Legal Sufficiency

[Signature]
(Assistant County Attorney)

EXHIBIT 1

NOT USED

EXHIBIT 2

PRINCIPALS OF THE ARCHITECT/ENGINEER



Mechanical, Electrical,
Plumbing and Fire
Protection Engineers DBE, MWFV, LEED

EXHIBIT 2

PRINCIPALS OF GARTEK ENGINEERING CORPORATION

Robert L. Betancourt, P.E., LEED AP, President

Mel F. Garcia, P.E., LEED AP, Vice President

Gartek Engineering Corporation

Design & Consulting Engineering Since 1980

Corporate office: 7210 SW 39th Terrace • Miami FL 33155 • T 305-266-8997 • F 305-264-9498
6801 Lake Worth Road, Suite 117 • Greenacres FL 33467 • T 561-249-3431 • F 561-249-3472
2700 North 28th Av #303 • Hollywood, FL 33020 • T 954-404-8100 • F 954-404-8133
www.gartek-engineering.com

EXHIBIT 3
CRITICAL PERSONNEL



Mechanical, Electrical,
Plumbing and Fire
Protection Engineering

DBE, MWFE, LEED

EXHIBIT 3

CRITICAL PERSONNEL

Robert L. Betancourt, P.E., LEED AP	President, Mechanical Engineer
Mel F. Garcia, P.E., LEED AP	Vice President, Electrical Engineer
Yoel Puentes, P.E.	Sr. Project Manager
Robert Hansen, P.E. LEED AP	Project Manager
Jose Fernandez, Electrical Engineer	Assistant Project Manager
Rogelio Noda, Revit Prof.	Designer / Project Coordination
Benjamin DeZayas, P.E., LEED AP	Professional Engineer
Julian Puerta, CPD	Senior Engineer
Tito Alvarado, Electrical Engineer	Staff Engineer
Laura Rodriguez	CADD/ Technicians
Lizette P. ChenYin	Clerical/ Administrative

Work Site Personnel:

Yoel Puentes	Senior Field Representative
Julian Puerta	Assistant Field Representative
Joseph Gentile	Inspector
Yousry Antoun	Inspector
Clerical/ Administrative	Lizette P. ChenYin

Gartek Engineering Corporation

Design & Consulting Engineering Since 1980

Corporate office: 7210 SW 39th Terrace • Miami FL 33155 • T 305-266-8897 • F 305-264-9498
6801 Lake Worth Road, Suite 117 • Greenacres FL 33487 • T 561-249-3431 • F 561-249-3472
2700 North 28th Av #303 • Hollywood, FL 33020 • T 954-404-8100 • F 954-404-8133
www.gartek-engineering.com

EXHIBIT 4

IMPLEMENTING ORDER 3-32 (SMALL BUSINESS ENTERPRISE ARCHITECTURE AND ENGINEERING PROGRAM), IMPLEMENTING ORDER 3-41 (SMALL BUSINESS ENTERPRISE PROGRAM FOR THE PURCHASE OF GOODS AND SERVICES), SMALL BUSINESS DEVELOPMENT (SBD) WORKSHEET, AND EXECUTED CERTIFICATE OF ASSURANCE AND UTILIZATION PLANS



Small Business Development Division Project Worksheet

Project/Contract Title: GENERAL MEP ENGINEERING & DESIGN SERVICES **Received Date:** 06/16/2017
Project/Contract No: E17-MDAD-02, B **Funding Source:**
Department: AVIATION **AVIATION REVENUE FUND,**
Estimated Cost of Project/Bid: \$2,000,000.00 **RESERVE MAINTENAN**
Resubmittal Date(s): 02/23/2018
Description of Project/Bid: The scope of services to be provided by the selected A/E firm includes, but is not limited to, renovations and improvements of Mechanical, Electrical, Plumbing and Fire Suppression Systems Terminal-wide. These are multiple projects and require specialties such as piping systems, as well as, evaluations of A/C mechanical and electrical rooms.

Measure	Program	Goal Percent
Goal	SBE/GS	1.00%
Goal	SBE/AE	15.00%

SMALL BUSINESS ENTERPRISE - ARCHITECTURAL & ENGINEERING (SBE/AE)
 An analysis of the factors contained in the project package, as well as the factors contained in Section V. C. of Implementing Order 3-32 indicates a 15.00% SBE/A&E goal is appropriate for this contract.

SMALL BUSINESS ENTERPRISE - GOODS & SERVICES (SBE/GS)
 An analysis of the factors contained in section VIII. B. of Implementing Order 3-41& Ordinance 14-41 indicates that a 1.00% SBE/G&S Goal is appropriate for this contract in NIGP Category Office Supplies, General (61500).

This contract will consist of two (2) PSA projects each for \$2,000,000.

Commodity Code: 61500-Office Supplies, General
 Technical Category: 0401-Aviation Systems-Engineering Design; 1200-General Mechanical Engineering; 1300-General Electrical Engineering; 1700-Engineering Construction Management

Subtrade	Cat.	Estimated Value	% of Items to Base Bid	Availability
GENERAL MECHANICAL ENGINEERING	SBE/AE	\$100,000.00	5.00%	
OFFICE SUPPLIES, GENERAL	SBE/GS	\$20,000.00	1.00%	
ENGINEERING CONSTRUCTION MANAGEMENT	SBE/AE	\$100,000.00	5.00%	
GENERAL ELECTRICAL ENGINEERING	SBE/AE	\$100,000.00	5.00%	
Total		\$320,000.00	16.00%	

Living Wages: YES NO
Responsible Wages: YES NO

Responsible Wages and Benefits applies to all construction projects over \$100,000 that do not utilize federal funds. For federally funded projects, unless prohibited by federal or state law or disallowed by a governmental funding source, the HIGHER wage between Davis Bacon and Responsible Wages and Benefits shall apply.



Small Business Development Division
Project Worksheet

Project/Contract Title: GENERAL MEP ENGINEERING & DESIGN SERVICES Received Date: 06/16/2017
Project/Contract No: E17-MDAD-02, B Funding Source: AVIATION REVENUE FUND, RESERVE MAINTENAN
Department: AVIATION
Estimated Cost of Project/Bid: \$2,000,000.00 Resubmittal Date(s): 02/23/2018



Tier 1 Set Aside Tier 2 Set Aside
Set Aside Level 1 Level 2 Level 3
Trade Set Aside (MCC) Goal Bid Preference
No Measure Deferred Selection Factor
CWP County Mayor/Designee Date

Handwritten signature and date line for County Mayor/Designee



SMALL BUSINESS DEVELOPMENT
CERTIFICATE OF ASSURANCE (COA)

SMALL BUSINESS PARTICIPATION ON COUNTY PROJECTS

This form must be submitted with bid documents by all bidders/proposers on a Miami-Dade County project with Small Business Enterprise ("SBE") program measure(s).

Project No.: E17-MDAD-02B Project Title: MEP Engineering and Design Services B
Name of Bidder/Proposer: Gartek Engineering Corporation Contact Person: Mel F. Garcia, P.E., LEED AP
Address: 7210 SW 39 Terrace City: Miami State: FL ZIP: 33155
Phone Number: 305-266-8997 Email address: MGarcia@gartek.cc

The bidder/proposer is committed to meeting the established measure(s) assigned to this project: _____ % SBE-A/E,
_____ % SBE-Cons, _____ Trade Set-aside SBE-Cons, _____ % SBE-G, and/or _____ % SBE-S.
(For Goals, write in the percentage. For Set-aside, put a check mark or x.)

Mel F. Garcia, P.E., LEED AP, Vice President

10-10-2018

Print Prime Bidder's Name & Title

Prime Bidder's Signature

Date

To satisfy the requirements for Step 1 - Bid Submittal and Compliance with Small Business Enterprise Program(s), the following are required:

1. Acknowledgement of the SBE-A/E, SBE-Cons, SBE-G and/or SBE-S measure(s) established for this project via this Certificate of Assurance.
2. Agree to engage in the solicitation of approved Miami-Dade County Small Business Enterprise firm(s) to achieve the established measure(s) as indicated in the Project Documents (specifications).
3. Agree to submit a list of certified SBEs to satisfy the measure via Miami-Dade County's Business Management Workforce System ("BMWS") within the specified timeframe, upon email notification from the Small Business Development ("SBD") Division or BMWS.

To satisfy the requirements for Step 2 - Bid Evaluation and Recommendation for Award, please attest that:

I understand that my company will be deemed non-compliant and not eligible for award if I fail to (1) submit this form with my bid documents and/or (2) submit my company's Utilization Plan which shall list all certified Miami-Dade County Small Business Enterprise firms whom will be subcontracted with to satisfy the project's established SBE measure(s) via BMWS, within the specified timeframe, upon email notification from SBD or BMWS. Each SBE subcontractor, subconsultant, and/or sub-vendor will also be required to confirm its contractual relationship via BMWS, within the specified timeframe, for final approval by SBD.

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

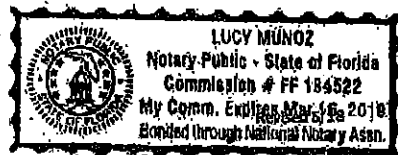
BEFORE ME, an officer duly authorized to administer oaths and take acknowledgement, personally appeared Mel F. Garcia, who being first sworn deposes and affirms that the provided information statements are true and correct to the best of his/her knowledge information and belief.

Mel F. Garcia
Signature of Owner

SWORN TO and subscribed before me this 10th day of October, 2018

My Commission Expires: March 16th, 2019

Lucy Munoz
Signature of Notary Public - State of Florida



Utilization Plan: View Plan

Proposal Main	View Proposal	Settings	Docs	Goal Setting	Utilization Plans	Comments	Linked Records	Reports
E17-MDAD-02B: GENERAL MEP ENGINEERING & DESIGN SERVICES								Status: Open Estimated Cost: \$2,000,000

This Utilization Plan has been Approved. Scroll down to view the details of the plan. Click the button to transfer some or all of the subcontract records to an existing contract. Once a record is transferred it cannot be transferred again. However if any subcontractors are not included in the transfer they will remain available for transfer. After the transfer process is complete a Linked Contract field will appear to provide quick access to the contract. Use the Linked Contract field to access the contract that subs were previously transferred to.

[Refresh Actions & Notices](#)

Utilization Plan Summary

Proposal	E17-MDAD-02B: GENERAL MEP ENGINEERING & DESIGN SERVICES
Reference	UP for E17-MDAD-02 B General MEP Engineering & Design Services SBE-A&E
Phase	Original, version 0
Status	<input checked="" type="radio"/> Approved
Notification Date	11/27/2018 by Pedro Rosa
Due Date	12/4/2018 10:00 am US/Eastern
Submission Date	12/4/2018 by PAULA RIVEROS
Review Date	12/17/2018 by Pedro Rosa

Utilization Plan Information

Estimated Bid/Transaction Amount	\$2,200,000
Public Comments	MDC-TCC 04-01 ENGINEERING DESIGN MDC-TCC 12 GENERAL MECHANICAL ENGINEERING MDC-TCC 13 GENERAL ELECTRICAL ENGINEERING MDC-TCC 17 ENGINEERING CONSTRUCTION MANAGEMENT

Primary Bidder/Prime Contractor

Vendor Name	Cert	Inc In Goal	\$ Total	\$ Self Part	\$ For Credit	Actions
<input checked="" type="checkbox"/> Gartek Engineering Corporation	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	\$2,200,000	\$2,200,000	\$2,200,000	View
		SBE		100.00%	100.00%	
		A&E				

Subcontractors

No subcontractors assigned to this utilization plan.

Goal & Waiver Summary

Goal Type	Goal	Plan	Status	\$ to Reach Goal	Waiver Status
Overall Goal	15.00%	100.00%	85.00% above goal		
DBE	0.00%	0.00%	Met goal		
SBD Goal	0.00%	0.00%	Met goal		

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SBE - A&E	15.00%	100.00%	85.00% above goal
SBE - Con	0.00%	0.00%	Met goal
SBE - Goods	0.00%	0.00%	Met goal
SBE - Services	0.00%	0.00%	Met goal
Trade Set Aside	0.00%	0.00%	Met goal

Signature

Signature	Paula Riveros
Title	Business Development Manager
Organization	Gartek Engineering Corporation
Signature Date	12/4/2018

Additional Instructions

Additional Instructions to Vendor
Special Instructions to Vendor

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Utilization Plan: View Plan

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[Docs](#)
[Goal Setting](#)
[Utilization Plans](#)
[Comments](#)
[Linked Records](#)
[Reports](#)

E17-MDAD-02B: GENERAL MEP ENGINEERING & DESIGN SERVICES
Status: **Open**
Estimated Cost: **\$2,000,000**

This Utilization Plan has been Approved. Scroll down to view the details of the plan. Click the button to transfer some or all of the subcontract records to an existing contract. Once a record is transferred it cannot be transferred again. However if any subcontractors are not included in the transfer they will remain available for transfer. After the transfer process is complete a Linked Contract field will appear to provide quick access to the contract. Use the Linked Contract field to access the contract that subs were previously transferred to.

[Refresh](#) [Actions & Notices](#)

Utilization Plan Summary

E17-MDAD-02B: GENERAL MEP ENGINEERING & DESIGN SERVICES
UP for E17-MDAD-02: B-General MEP Engineering & Design Services SBE-S
 Phase: Original, version 0
 Status: Approved
 Notification Date: 11/27/2018 by Pedro Rosa
 Due Date: 12/4/2018 10:00 am US/Eastern
 Submission Date: 12/4/2018 by PAULA RIVEROS
 Review Date: 12/17/2018 by Pedro Rosa

Transfer Subcontractors to Contract

Utilization Plan Information

Estimated Bld/Transaction Amount: **\$2,200,000**
 Public Comments: **NIGP 61500 OFFICE SUPPLIES, GENERAL**

Primary Bidder/Prime Contractor

Vendor Name	Cert.	Inc in Goal	\$ Total	\$ Self Perf	\$ For Credit	Actions
<input checked="" type="checkbox"/> Gartek Engineering Corporation	<input checked="" type="radio"/>	No	\$2,200,000	\$2,179,000 99.00%		View

Work Code Validation Symbol Legend: All assigned work codes are valid; Some assigned codes are not valid; No assigned work codes are valid; No work codes are assigned.

Subcontractors

Subcontractor Name	Sub Tier	Cert	Inc In Goal	Type	Valid Work Code	\$ Commit	\$ Self Perf	\$ For Credit	Confirmed	Actions
<input checked="" type="checkbox"/> Go Green Document Solutions, Inc.	1	<input checked="" type="radio"/>	<input checked="" type="radio"/>	Sub	<input checked="" type="radio"/>	\$22,000 1.00%	\$22,000 1.00%	\$22,000 1.00%	<input checked="" type="radio"/>	View
			SBE -	100%						Services

Goal & Waiver Summary

Goal Type	Goal	Plan	Status	\$ to Reach Goal	Waiver Status
	1.00%	1.00%	Met goal		

Overall Goal			
DBE	0.00%	0.00%	Met goal
SBD Goal	0.00%	0.00%	Met goal
SBE - A&E	0.00%	0.00%	Met goal
SBE - Con	0.00%	0.00%	Met goal
SBE - Goods	0.00%	0.00%	Met goal
SBE - Services	1.00%	1.00%	Met goal
Trade Set Aside	0.00%	0.00%	Met goal

Signature

Signature	Paula Riveros
Title	Business Development Manager
Organization	Gartek Engineering Corporation
Signature Date	12/4/2018

Additional Instructions

Additional Instructions to Vendor
Special Instructions to Vendor

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Implementing Order

MIAMI-DADE

Implementing Order No.: IO 3-32

Title: SMALL BUSINESS ENTERPRISE ARCHITECTURE AND ENGINEERING PROGRAM ("CBE-A/E")

Ordered: 5/1/2018

Effective: 5/11/2018

AUTHORITY:

Sections 1.01, 2.02 and 5.02 of the Miami-Dade County Home Rule Amendment and Charter; Sections 2-10.4.01, and 10-38 of the Code of Miami-Dade County.

SUPERSEDES:

This Implementing Order supersedes previous Administrative Order 3-32, ordered November 30, 2004 and effective December 10, 2004.

POLICY:

- A. It is the policy of Miami-Dade County that not less than 10% of the County's total annual expenditures of all project specific contracts for professional architectural, landscape architectural, engineering, and surveying and mapping services, shall be expended with CBE-A/Es certified under the CBE-A/E ordinance.
- B. Except where federal or state laws or regulations mandate to the contrary, this Implementing Order applies to all project specific awards, and multiple project contracts as mandated in the CBE-A/E ordinance.
- C. **APPLICABILITY TO THE PUBLIC HEALTH TRUST:**
The application of contract measures to professional architectural, landscape architectural, engineering, or surveying and mapping services purchased by the Public Health Trust shall be governed by this Implementing Order.

I. DEFINITIONS

This Implementing Order incorporates completely the definitions listed in the CBE-A/E Ordinance. Those definitions, as well as additional terms necessary for the understanding of this Implementing Order, are listed below:

- A. "Agreement" means an agreement proposed by the County, or Public Health Trust staff, or approved by the County Commission or Public Health Trust for architectural, landscape architectural, engineering, or surveying and mapping professional services.
- B. "Available" or "Availability" means to have, prior to proposal submission, the ability to provide professional services under an agreement or sub consultant agreement by having:

reasonably estimated, uncommitted capacity and expertise; all licenses, permits, registrations, insurances and certifications; that are reasonably required to perform the agreement or subconsultant agreement consistent with normal industry practice; and the ability to otherwise meet all the proposal specifications.

- C. "Bonding Assistance" may include providing assistance in preparing and completing bond packages as well as providing funding to be used for bonding purposes.
- D. "Business Day" means a regular weekday (Monday through Friday) normally starting at 8:00 a.m. and finishing at 5:00 p.m., excluding Saturdays and Sundays and excluding all legal holidays recognized by the Federal, State or Miami-Dade County governments.
- E. "Calendar Day" means a twenty-four (24) hour period covering all days of the week (Monday through Sunday including all holidays), starting at 12:00 a.m. and finishing at 11:59 p.m.
- F. "Certificate of Assurance" means the departmental form submitted with bid documents whereby the Bidder acknowledges: (i) Small Business Enterprise ("SBE") measures apply to the project; and (ii) Bidder will submit its list of certified SBEs to satisfy the measures via Miami-Dade County's web-based system, within the specified time frame.
- G. "Commercially Useful Function" means contractual responsibility for the execution of a distinct element of the work of an agreement by a firm and the carrying out of the contractual responsibilities by actually performing, managing, and supervising the work involved. Acting as a broker is not considered a commercially useful function. The determination of whether an activity is a commercially useful function shall include:

the evaluation of the amount of work contracted to subconsultants; normal industry practices; the skills, qualifications, or expertise of the firm to perform the work; whether the firm's own personnel perform, manage, and/or supervise the work involved; and other relevant factors.
- H. "Community Business Enterprise (CBE-A/E)" means a firm providing architectural, landscape architectural, engineering, or surveying and mapping professional services, including a design-build firm, 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 CBE-A/Es, two million (\$2,000,000) dollars for all Tier 2 CBE-A/Es, four million five hundred thousand (\$4,500,000) dollars for Tier 3 CBE-A/Es in the case of architectural services, or six million (\$6,000,000) dollars for Tier 3 CBE-A/Es in the case of landscape architectural, engineering or surveying and mapping services. A CBE-A/E will graduate out of the Program once it has exceeded these Tier 3 size limits based on its three year average annual gross revenues. As part of the certification process, CBE-A/Es must go through a technical certification process, which will be used to determine which of the technical

certification categories the CBE-A/E will be placed in. A firm's eligibility to participate in the CBE-A/E program shall be determined based on the cumulative adjusted gross revenues of the applicant firm in combination with that of all of the firm's affiliates as provided in Section II E. Representations as to gross revenues shall be subject to audit. The Contracting Participation Levels are as follows:

- i. Tier 1 CBE-A/E's in the case of architectural, landscape architectural, engineering, or surveying and mapping professional services – 3 year average annual gross revenues of \$0 to \$500,000.00.
- ii. Tier 2 CBE-A/E's in the case of architectural, landscape architectural, engineering, or surveying and mapping services – 3 year average annual gross revenues of \$500,000.01 to \$2,000,000.00.
- iii. Tier 3 CBE-A/E's in the case of architectural services – 3-year average annual gross revenues of \$2,000,000.01 to \$4,500,000.00.
- iv. Tier 3 CBE-A/E's in the case of landscape architectural services, engineering, or surveying and mapping professional services – 3 year average annual gross revenues of \$2,000,000.01 to \$6,000,000.00.

The County Mayor or designee shall be authorized to adjust the CBE-A/E size limits every five (5) years based on the Consumer Price Index calculated by the U.S. Department of Commerce as applied to Miami-Dade County for the preceding five (5) years. The first indexing adjustment shall occur for the 2013-2014 calendar year using the Consumer Price Index figures provided for the calendar year ended December 31, 2012, and every five (5) years thereafter. The County Mayor or designee shall advise the Board of any such adjustment.

- I. "Compliance Audit" is generated the month after payment is made from the County to the Successful Bidder/Proposer and requires the Successful Bidder/Proposer to report payments made to subcontractors, and for the subcontractors to confirm receipt of these payments, via the County's web-based system within the timeframe specified by SBD.
- J. "Construction" means the building, renovating, retrofitting, rehabbing, restoration, painting, altering, or repairing of a public improvement.
- K. "Continuing Contract" shall have the definition provided at Sec. 2-10.4(1)(f), Code of Miami-Dade County.
- L. "CBE-A/E Program" is the Small Business Enterprise Architecture and Engineering Program and Mapping Professionals.
- M. "Debar" means to exclude a consultant, its individual officers, its shareholders with significant interests, its qualifying agent or its affiliated businesses from County agreements, whether as a prime consultant or subconsultant, for a specified period of time, not to exceed five (5) years.
- N. "Design-build contract" means a single contract with a design-build firm for the design and construction of a public construction project.

- O. "Design-build Firm" means a partnership, corporation, or other legal entity with the following characteristics:
1. A partnership or joint venture, having at least one partner in compliance with either of the following two requirements:
 - a. Is certified under Section 489.119, Florida Statutes, to engage in contracting through a certified or registered general contractor or a certified or registered building contractor as the qualifying agent; or
 - b. Is certified under Section 471.023, Florida Statutes, to practice engineering; certified under Section 481.219 to practice architecture; or certified under Section 481.319 to practice landscape architecture.
 2. An individual or corporation in compliance with the following two requirements:
 - a. Is certified under Section 489.119, Florida Statutes, to engage in contracting through a certified or registered general contractor or a certified or registered building contractor as the qualifying agent; and
 - b. Is certified under Section 471.023, Florida Statutes, to practice engineering; certified under Section 481.219 to practice architecture; or certified under Section 481.319 to practice landscape architecture.
- P. "Firm" means any individual, firm, partnership, corporation, association, joint venture or other legal entity permitted by law to practice architecture, engineering, landscape architecture, design-build, and/or land surveying and mapping services.
- Q. "Graduation" means the CBE-A/E has exceeded either the personal net worth or the specific size limits stated for the Program and thus may no longer be eligible for participation in the Program.
- R. "ISD" means the Internal Services Department.
- S. "Joint Venture" means a business arrangement of two or more parties, in which at least one is a CBE-A/E that agrees to pool its resources for the purpose of accomplishing a specific task.
- T. "Make-up Plan" means a plan whereby a bidder submits via the County's web-based system its commitment that if awarded the contract, it will fulfill all or a portion of any pending Small Business Enterprise Architecture and Engineering makeup requirement and identify the certified CBE-A/E firm(s) to be utilized to fulfill the make-up requirement that is in excess of any SBE goal(s) required on the project, and the percentage, dollar value and description of the work that needs to be made up within the time frame specified by SBD.
- U. "Mentor" means a firm with an established business which has applied for and been approved by SBD, in accordance with applicable procedures, for participation as a mentor in the Mentor-Protégé Program. A Mentor may not

provide mentoring services to more than one (1) Protégé firm at any one time, but is allowed to serve as a Mentor for an unlimited number of times (pursuant to SBD approval).

- V. "Mentor-Protégé Program" means a program whose purpose is to build effective working relationships between leaders of mature established companies and emerging small business enterprises in order for the latter to benefit from the knowledge and experience of the established mentor firms. Specific details of this program are provided in this Implementing Order.
- W. "Mentor-Protégé Program Coordinator" means the Small Business Development staff designated as the individual(s) responsible for coordinating and administering the various activities of the Mentor-Protégé Program.
- X. "Mentor-Protégé Project Plan" means a description of the type of training the Mentor will provide to the Protégé during the identified project. This document will be developed by the Mentor with the Protégé's input and submitted along with a signed Mentor-Protégé Development Agreement; all to be reviewed and approved by Small Business Development.
- Y. "Mentor-Protégé Development Agreement" means a signed agreement between a Mentor (prime) and a certified CBE-A/E firm (subcontractor/sub-consultants) Protégé.
- Z. "Multiple Projects Contract" is a contract for a "project" which constitutes a grouping of minor or substantially similar study of activities or substantially similar construction, rehabilitation or renovation activities as defined in Section 2-10.4(1)(e)(1) and (2), Code of Miami-Dade County.
- AA. "Owned" means having all the customary incidents of ownership, including the right of disposition, and the right or obligation to share in all risks and profits commensurate with the degree of ownership interest.
- BB. "Professional Services" are those services within the scope of the practice of architecture, professional engineering, landscape architecture, or registered surveying and mapping, as defined by the laws of Florida, or those performed by any architect, professional engineer, landscape architect, or registered surveyor and mapper in connection with his or her professional employment or practice.
- CC. "Project Specific Awards" are contracts for professional services between Miami-Dade County and a firm whereby the firm provides professional services to the County agency for work of a specified nature for a fixed capital study or planning activity.
- DD. "Prompt Payment" – it is the intent of the County that all firms providing professional services to the County, shall receive payments promptly in order to maintain sufficient cash flow.

1. Contracts with CBE-A/E set-asides or subconsultant goals shall require that

billings from consultants under prime professional services with Miami-Dade County, Fire or the Public Health Trust that are a CBE-A/E contract set-aside or which contain a Set-aside or subconsultant goal shall be promptly reviewed and payment made by the County or Trust on those amounts not in dispute within fourteen (14) calendar days of receipt of such billing by the County, Fire, or the Trust.

2. Small Business Development may investigate reported instances of late payments to CBE-A/Es.
3. The County Mayor or designee shall establish an administrative procedure for the resolution of written complaints pertaining to underpayment of professional services.

- EE. "Proposal" means a proposal, letter of interest, letter of participation or offer by any proposer in response to any kind of invitation, request or public announcement to submit such proposal, letters of interest, letter of participation or offer to perform the agreement.
- FF. "Proposer" means any firm that submits a proposal to provide professional services.
- GG. "Protégé" means a firm: (i) certified as a CBE-A/E with SBD; (ii) actively conducting business for a minimum of two (2) years; (c) maintaining an actual place of business where it provides its products and services, in Miami-Dade County; (d) in good legal standing with the State of Florida, Miami-Dade County, and all other local jurisdictions; and (e) without any SBE violations within the preceding two (2) year period from its application to the MPP. Such participation cannot exceed two (2) years, and a firm may only be a Protégé one time. A Protégé agrees to follow all MPP guidelines and devote the necessary time, staff and resources to fulfill its responsibility as a Protégé, including attending all meetings scheduled with the Mentor and/or SBD.
- HH. "Qualifier" means the individual who qualified the firm license holder as required by Florida Statutes.
- II. "Review Committee" or "RC" means the committee established by the County Mayor or designee to review proposed projects for the application of contract measures where SBD and the contracting department have not established consensus.
- JJ. "SBD" means the Division of Small Business Development or successor division or department.
- KK. "Subconsultant Goal" means a proportion of a prime agreement value stated as a percentage to be subconsulted to Tier 1 and Tier 2 CBE-A/Es to perform a commercially useful function.
- LL. "Suspension" means temporary debarment for a period not to exceed two (2) years.

- MM. "Tier 1 Set-Aside" means reservation for competition solely among Tier 1 CBE-A/E prime consultants and Tier 1 and/or Tier 2 CBE-A/E subconsultants of a given prime County agreement for architectural, landscape architectural, engineering, or surveying and mapping professional services when the estimated cost of professional fees are \$500,000.00 or less. Tier 2 CBE-A/E's may not compete for Tier 1 CBE-A/E Set-asides as prime consultants, unless Tier 1 CBE-A/E prime consultant unavailability exists.
- NN. "Tier 2 Set-Aside" means reservation for competition solely among Tier 2 CBE-A/E prime consultants and Tier 1 and/or Tier 2 CBE-A/E subconsultants of a given prime County agreement for architectural, landscape architectural, engineering, or surveying and mapping professional services when the estimated cost of professional service fees are between \$500,000.01 and \$2,000,000.00. Tier 1 CBE-A/E's may compete for Tier 2 CBE-A/E set-asides as prime consultants. Tier 3 CBE-A/E's may not compete for Tier 2 CBE-A/E set-asides as prime consultants, unless Tier 1 and Tier 2 CBE-A/E prime consultant unavailability exists.
- OO. "Tier 3 Set-Aside" means reservation for competition solely among Tier 1, Tier 2 and/or Tier 3 CBE-A/E prime consultants and Tier 1, Tier 2 and/or Tier 3 CBE-A/E subconsultants of a given prime County agreement for architectural, landscape architectural, engineering, or surveying and mapping professional services when the estimated cost of professional service fees \$2,000,000.01 or greater. Tier 1 and Tier 2 CBE-A/E's may compete for Tier 3 CBE-A/E set-asides as prime consultants.
- PP. "Technical Certification" means a certification approved by the Miami-Dade County Technical Certification Committee which establishes minimum qualifications of the firm to perform the specific services to be eligible to submit proposals on, and receive award of, County agreements for architectural, engineering, landscape architecture, or surveying and mapping services. Firms may be certified in several different technical certification categories.
- QQ. "Utilization Plan" means the plan whereby a Bidder submits via the County's web-based system its commitment that if awarded the contract, it will fulfill the SBE goal(s) required for the project and identify certified firms to fulfill goal(s) and percentages, dollar value, and description of the work to fulfill the SBE goal within the time frame specified by SBD.
- RR. "Virtual Office" means an agreement that provides a receptionist, mail and facsimile services, and similar services, that give the appearance of having a business presence at a location, but the business entity has no ongoing, full-time physical presence in the building. Virtual Offices are invalid for certification purposes.

II. CERTIFICATION

SBD Responsibilities

1. SBD is the County agency responsible for certifying applicants, decertifying and recertifying CBE-A/E's, SBD shall maintain an updated list of CBE-A/E's, identifying each listed CBE-A/E based on each Standard Industry Classification/North American

Industry Classification System (SIC/NAICS) category, and each Technical Certification Category.

2. SBD shall collect, assemble and verify all information needed to establish the eligibility of an applicant and continued eligibility of a CBE-A/E.
3. SBD shall not certify an applicant, shall not grant continuing eligibility to a CBE-A/E, and shall decertify a CBE-A/E that fails to comply with the criteria or procedures of the CBE-A/E Ordinance as amended, in this Implementing Order and/or participation provisions. SBD shall have authority to suspend the certification of a CBE-A/E during any appeal of a certification decision.
4. SBD shall certify each CBE-A/E by the type of professional service it performs in accordance with the applicable SIC and/or NAICS Code(s) and the Technical Certification Categories for which the CBE-A/E is licensed. A CBE-A/E can be certified in an unlimited number of applicable SIC/NAICS Codes and Technical Certification Categories.
5. SBD shall provide written procedures and/or forms for continuing eligibility to certified CBE-A/Es not later than thirty (30) calendar days prior to their anniversary date.
6. To decertify a CBE-A/E, SBD shall either:
 - a. give notice to the CBE-A/E that the decertification decision will be effective at the completion of any appeal under this Implementing Order; or
 - b. suspend the certification of the CBE-A/E during any appeal of the certification decision.
7. SBD shall give written notice, including the reasons for its decision, to applicants who are denied certification and to CBE-A/Es who are decertified, denied recertification or who have graduated.
8. SBD may require applicants and CBE-A/Es to submit information regarding their business operations including, but not limited to, a breakdown of the applicant's or CBE-A/E's ownership, and/or workforce as to race, national origin, gender, and gross annual sales receipts.

A. CERTIFICATION PROCESS

1. Interested parties shall complete an SBE vis the County's web-based system. An explanation of the certification requirements is also available on SBD's Web Page at www.miamidade.gov/smallbusiness.
2. The applicant shall complete the certification application and submit it with all requested documentation to SBD.
3. All applicants, including CBE-A/Es seeking continuing eligibility, shall attend, if requested by SBD staff, an Eligibility Review Meeting (ERM) to clarify information that was submitted in the application and accompanying documents or to gain additional information regarding the applicant's eligibility for certification.

4. All applicants, including CBE-A/Es seeking continuing eligibility, shall allow site visits by SBD staff to gain additional information regarding compliance with eligibility requirements.

B. TERMS OF CERTIFICATION

1. Certification is valid for a three (3) year period. Certification for CBE-A/E firms is continuous within the three year period with the firm's annual submission of an Affidavit for Continuing Eligibility. SBD shall require that all CBE-A/E firms, in order to continue eligibility, submit an Affidavit for Continuing Eligibility annually on or before the Anniversary Date via the County's web-based system. The Affidavit for Continuing Eligibility shall include:
 - a. Most recent, signed, complete business tax return(s) or extension(s) for the firm and all affiliates.
 - b. Current business, professional license, Local Business Tax Receipt issued by Miami-Dade County and certifications.
 - c. Current lease agreement or warrantee deed for the firm's actual place of business.
 - d. Notarized, sworn affiliation affidavit.
2. Additional supporting documentation may be required by SBD to verify eligibility.
3. SBD will take the following action if a CBE-A/E firm's Affidavit for Continuing Eligibility is not received on or before the Anniversary Date:
 - a. SBD shall prepare a Notice of Certification Removal.
 - b. SBD shall mail the Notice of Certification Removal to the CBE-A/E firm.
 - c. SBD shall allow the CBE-A/E firm (15) days from the date of the notice to provide the Affidavit for Continuing Eligibility and supporting documentation.
 - d. If the CBE-A/E firm does not provide the Affidavit for Continuing Eligibility and supporting documentation within the timeframe stipulated above, SBD shall decertify the firm and notify the firm in writing of the decertification.
 - e. The "Notice of Certification Removal" will be dated the day following the deadline established pursuant to "c." above.
4. A CBE-A/E firm, its individual officers, its shareholders with significant interests, its qualifying agent or its affiliated businesses that has been denied recertification, that has been decertified is not eligible to apply for certification for twelve (12) months from the time of the denial, or decertification, or graduation. Graduating firms may be eligible to reapply for certification, after filing and submitting their most recent

corporate tax return subsequent to graduation, if and only if, said tax return was not previously considered.

5. A business owner, alone or as a member of a group, shall own or control only one CBE-A/E at a time. A business owner, alone or as a member of a group, and any CBE-A/E, may not hold more than a ten (10) percent equity ownership in any other CBE-A/E in the same or similar line of business. If a non-CBE-A/E in the same or similar line of business as a CBE-A/E has an equity ownership of such CBE-A/E that exceeds ten (10) percent, the CBE-A/E shall not be certified or recertified.
6. Certified CBE-A/Es shall provide written notice to SBD of any changes that affect their eligibility as CBE-A/Es. CBE-A/Es shall submit a Change Request Form and supporting documentation describing the nature of the change, the effective date of the change(s) to SBD within thirty (30) calendar days of the effective date of the change(s). This form must be completed and returned to SBD in order for the change to be processed by SBD.
7. A CBE-A/E must have a valid certification in effect at time of proposal submittal. For successful proposers, certification must be maintained throughout the selection process and contract award. With the exception of provisions described in CBE-A/E Ordinance for graduation from the CBE-A/E program, loss of CBE-A/E certification may lead to removal of the firm from continued participation in the CBE-A/E program. CBE-A/Es shall allow site visits by SBD staff to determine continuing compliance with certification requirements.

C. ELIGIBILITY REQUIREMENTS

1. Applicants and CBE-A/Es must be profit-motivated businesses. (Note: not-for-profit or non-profit corporations are not eligible for certification).
2. CBE-A/Es must have an actual place of business in Miami-Dade County and may be registered as a vendor with ISD.
 - a. When determining whether the applicant has an actual place of business in Miami-Dade County, SBD shall consider evidence such as, but not limited to:
 - (1) The firm's address as recorded on the Miami-Dade County Local Business Tax Receipt.
 - (2) The existence of a Miami-Dade County telephone number in the name of the CBE-A/E or the name with which the CBE-A/E is doing business;
 - (3) Offices, premises related to business, or other facilities within the geographic boundaries of Miami-Dade County at which the services to be provided are produced or performed;
 - (4) The existence and location of secretarial or other administrative staff;
 - (5) The existence of other offices or premises at which the same business is conducted; and

- (6) The possession of professional licenses and/or competency certificates required to conduct the business in Miami-Dade County.
3. An individual, alone or as a member of a group, shall own or control only one (1) CBE-A/E firm.
 4. A firm's eligibility to participate in the CBE-A/E program shall be determined based on the average annual adjusted gross revenues for the last three (3) years, in combination with that of all of the firm's affiliates, if any. Representations as to gross revenues shall be subject to audit.
 5. Applicants and certified CBE-A/Es must be properly licensed to conduct business in the State of Florida and in Miami-Dade County, and must perform a commercially useful function with an actual place of business in Miami-Dade County, and must continue to perform a commercially useful function in Miami-Dade County to be eligible for certification or to remain certified.
 6. The applicant qualifier of the firm must own at least twenty-five percent (25%) of the certified firm's issued stock or have at least a twenty-five (25) percent ownership interest in the certified firm. A CBE-A/E firm may be certified in other technical categories for which the firm has received Technical Certification in accordance with Section 2-10.4 of the Code of Miami-Dade County through a non-owner qualifier.
 7. Nothing shall prohibit CBE-A/Es from competing for contracts under the Federal Disadvantaged Business Enterprise (DBE) program or any other business assistance program if the CBE-A/E is also certified for the programs under this Implementing Order by SBD or certified by any other agency or organization.
 8. When investigating the ownership and control of an applicant or a CBE-A/E, SBD shall consider factors including, but not be limited to the following:
 - a. All securities constituting ownership and/or control of a business for purposes of establishing the business as a CBE-A/E shall be held directly by the owners. No securities held in trust shall be considered.
 - b. The contributions of capital and expertise by the qualifying agent to acquire interest in the business shall be real and substantial. Examples of insufficient contributions may include, but are not limited to, a note payable to the business or to those of its part owners, or the mere participation of the qualifier as an employee, rather than as a manager.
 9. A CBE-A/E shall not be subject to any formal or informal restrictions that limit the customary discretion of the owner.
 10. An applicant that has undergone a recent change in ownership, control or reported income level will be carefully scrutinized. Factors such as, but not limited to, the following shall be considered:
 - a. The reasons for the timing of the change in ownership of the business relative to the time that the contracts in the applicant's trade, Standard Industry

Classification/North American Industry Classification System (SIC/NAICS), or service area are advertised;

- b. Whether an individual identified as an owner who had a previous or continuing employee-employer relationship with present owners has actual management responsibilities and capabilities;
- c. The participation of one or more of the owners of the applicant firm in another firm in the same trade, SIC/NAICS, or service area;
- d. Whether reported income levels indicate a severe decline to possibly attempt to qualify the firm for CBE-A/E certification; and
- e. Whether affiliation as described herein exists or once existed between the applicant firm and a non-CBE-A/E firm.

D. SIZE ELIGIBILITY AND AFFILIATION DETERMINATION

A. General: Only small firms that meet size limits of Tier 1 and Tier 2 CBE-A/Es as to average annual adjusted gross revenues for the last three years may be certified as CBE-A/Es. Size determinations for Tier 1 and Tier 2 CBE-A/Es certification eligibility shall take into account the combined gross revenues of the applicant firm and all of its domestic and foreign affiliates. All affiliates of the applicant firm, regardless of whether organized for profit, shall be included.

B. Affiliation: Firms are considered affiliates of each other when either directly or indirectly:

- 1. One concern controls or has the power to control the other, or
- 2. A third party or parties controls or has the power to control both, or
- 3. An identity of interest between or among parties exists such that affiliation may be found.

C. In determining whether affiliation exists, consideration shall be given to all appropriate factors, including, but not limited to, common ownership, common management, common facilities, related business lines or related scopes of work, and contractual relationships. Examples of affiliation include:

- 1. Nature of control in determining affiliation.

Every firm is considered to have one or more parties who directly or indirectly control or have the power to control it. Control may be affirmative or negative and it is immaterial whether it is exercised so long as the power to control exists.

- 2. Identity of interest between and among persons as an affiliation determinant.

Affiliation can arise between or among two or more persons with an identity of interest, such as members of the same family or persons with common investments in more than one firm. In determining who controls or has the power

to control firm, persons with an identity of interest may be treated as though they were one person.

3. Affiliation through stock ownership.
4. Affiliation through common management. Affiliation generally arises where officers, directors, or key employees serve as the majority or otherwise as the controlling element of the board of directors and/or the management of another firm.
5. Affiliation through common facilities. Affiliation generally arises where one firm shares office space and/or employees and/or other facilities with another firm, particularly where such firms are in the same or related industry or field of operations, or where such firms were formerly affiliated.
6. Affiliation with a newly organized firm. Affiliation generally arises where former officers, directors, principal stockholders, and/or key employees of one firm organize a new firm in the same or a related industry or field of operation, and serve as its officers, directors, principal stockholders, and/or key employees, and the firm is furnishing or will furnish the other firm with subconsulting agreements, financial or technical assistance, proposal or performance bond indemnification, and/or other facilities, whether for a fee or otherwise.
7. Affiliation through contractual relationships. Affiliation generally arises where one firm is dependent upon another firm for consulting agreements and business to such a degree that its economic viability would be in jeopardy without such agreements/business.
8. Affiliation under joint venture arrangements.

D. Gross Annual Revenues.

1. In size determinations, size eligibility requires that the firm may not exceed the three year average gross annual revenues in the applicable standard.
2. Definitions. For the purpose of determining annual gross revenues of a firm:
 - a. "Accrual Basis" means a method of accounting in which accounts and notes receivable are recorded in the regular books of account for the period in which the firm first has a claim of right to them.
 - b. "Claim of Right" has the meaning attributed to it by the U.S. Internal Revenue Service (IRS).
 - c. "Gross Revenues" is defined to include all revenue in whatever form received or accrued from whatever source, including from the sales of products or services, interest, dividends, rents, royalties, fees, or commissions, reduced by returns and allowances. However, the term revenues excludes proceeds from sales of capital assets and investments, proceeds from transactions between a firm and its domestic and foreign affiliates, amounts collected for

another by a travel agent or real estate agent, and taxes collected for remittance to a taxing authority.

- d. "Regular Books of Account" means the general ledger or other book of final entry and, if used, the journals or other books of original entry.
- e. "Completed Fiscal Year" means a taxable year including any short period. Taxable year and short period have the meaning attributed to them by the IRS.
- f. Unless otherwise defined in this section, all terms shall have the meaning attributed to them by the IRS.

3. Period of measurement.

- a. Annual Gross Revenues of a firm which has been in business for three (3) or more completed fiscal years means the arithmetic annual average revenue of the firm over its last three (3) completed fiscal years (total revenue compiled over the entire three (3) year period would be divided by three).
- b. Annual Gross Revenues of a firm which has been in business for less than three (3) fiscal years means the arithmetic annual average revenue over the time period the firm has been in business (total revenues compiled over the period the firm has been in business, divided by the number of weeks, including fractions of a week, the firm has been in business, multiplied by (52)).
- c. Annual Gross Revenues of a firm which has been in business three or more years but has a short year in the last three years will be the arithmetic annual average revenue over the two full years and the short year. The short period may appear at the beginning, middle or end of the three year calculation period.

4. Method of determining annual gross revenues.

- a. Revenue may be taken from the regular books of account of the firm. If the firm so elects, or has not kept regular books of account, or the IRS has found such records to be inadequate and has reconstructed income of the firm, then revenues shown on the federal income tax return of the firm may be used in determining annual gross revenues. Revenue shown on the regular books of account or the Federal Income tax return on a basis other than accrual must be restated to show revenue on an accrual basis for all fiscal years.
- b. Where the federal income tax return of a firm shows its annual gross revenues to be less than seventy-five (75) percent of the applicable size standard, the firm need not restate its revenue to an accrual basis prior to determining annual revenues.
- c. Where a short period is included in the firm's most recent three (3) years, annual gross revenues are calculated by dividing the sum of the revenues of the short year and the revenues of the two (2) full fiscal years by the sum of

the number of weeks in the short fiscal year and the number of weeks in the two full fiscal years, and multiplying that figure (the weekly average revenues) by fifty-two (52).

5. Annual gross revenues of affiliates.

- a. If a firm has acquired an affiliate or been acquired as an affiliate during any portion of the applicable averaging period used to calculate, the annual gross revenues to determine size status (including before certification), the revenues of both the firm and the affiliate(s)/acquirer will be aggregated to compute size. Such aggregation of revenues will occur for each entire fiscal year of both the applicant and the affiliate(s)/acquirer, irrespective of the length of time the affiliation existed during said fiscal year, as long as an affiliation existed at any point during that fiscal year.

E. Annual gross revenues and adjusted gross revenues of affiliated.

1. The annual gross revenues and adjusted gross revenues of affiliates shall be included in determining size status of the applicant.
2. Payments to an affiliate that has been used as a subconsultant by the applicant shall not be counted as documented payment used to adjust the gross revenues of the applicant.

III. JOINT VENTURES

- A. Only joint ventures registered with SBD in accordance with this Implementing Order are eligible to participate as joint ventures in the CBE-A/E program. Joint ventures must be lawfully established. At least one member of the joint venture must be certified as a CBE-A/E before the joint venture can be approved. Joint ventures can participate under the CBE-A/E program on contracts with CBE-A/E set-asides, selection factors, or subconsultant goals.

B. PROGRAM REQUIREMENTS AND INCENTIVES

Joint Ventures must submit their joint venture agreements for approval by SBD, no later than thirty (30) calendar days prior to the date set for receipt of bids on an eligible project. SBD shall review the joint venture agreements for approval by considering the following factors:

- a. Allocation of profits and losses to each venture partner;
- b. allocation of the management and control; and
- c. capital investment from each venture partner.

As a Joint Venture under the SBE programs, a written joint venture agreement must be completed by all parties, lawfully established with the State of Florida, and executed before a notary public, which clearly delineates the rights and responsibilities of each member or partner. The agreement must state that the Joint Venture will continue for the duration of the project, at minimum.

A proposal/bid submitted by a Joint Venture that does not include a written joint venture agreement approved by SBD in accordance with the requirements of this IO, shall be deemed a non-qualified Joint Venture, and ineligible to participate in the CBE-A/E Program. An eligible Joint Venture may bid on County projects. Upon the approval of the contracting department and SBD, all projects valued over \$5,000,000 shall require each bidder to be a Joint Venture, as long as availability exists.

Joint Ventures will receive a Bid Preference or Selection Factor based on the percentage ownership of the CBE-A/E, as follows:

- a. Less than ten percent (10%) CBE-A/E ownership will result in a 0% bid preference or 0% selection factor.
- b. Between ten percent (10%) to twenty percent (20%) CBE-A/E ownership will result in a 3% bid preference or 3% selection factor.
- c. Between twenty-one (21%) to fifty percent (50%) CBE-A/E ownership will result in a 5% bid preference or 5% selection factor.
- d. Fifty-one percent (51%) and greater CBE-A/E ownership will result in a 10% bid preference or 10% selection factor.

The Joint Venture will receive credit towards any CBE-A/E measures based on the percentage ownership of the SBE that is part of the joint venture. A Joint Venture that includes fifty-one percent (51%) or above CBE-A/E ownership may also bid on set-aside contracts.

C. JOINT VENTURE RESPONSIBILITIES

Joint ventures must submit, prior to proposal submission, a Joint Venture Agreement containing the following information:

1. A description of the financial contribution of each member;
2. A list of the personnel and equipment used by each member;
3. A detailed breakdown of the responsibility of each member and the work to be performed by each member;
4. An explanation of how the profits and/or losses will be distributed;
5. The bonding capacity of each member;
6. A description of any management or incentive fees for any of the members;
7. A statement of the percentage of the joint venture that is owned and controlled by the qualifying member(s) and the basis for claiming such percentage; and
8. A copy of any required State of Florida certificates or registrations.

D. SBD RESPONSIBILITIES

SBD shall collect, assemble and verify all information needed to determine if at least one of the members of a joint venture is a CBE-A/E, and to approve the joint venture

agreement and register said Joint Venture, as applicable. A Joint Venture Agreement is complete when it includes all required supporting information.

IV. DEPARTMENT/AGENCY RESPONSIBILITIES

- A. Each department and agency, in conjunction with the annual budget process, shall compile a list of its proposed capital projects, renovations, and major repairs for the fiscal year. Each department and agency shall forward the list by August 1 of each year to SBD for use in the formulation of the CBE-A/E objectives.
- B. Each department and agency, in conjunction with its contracting and purchasing activities, shall ensure its consultants provided ownership demographics as required by the Code of Miami-Dade County. Contract documents shall require that all requests for payment by the prime consultants include a list of all subconsultants who have performed work, and shall contain the prompt payment provisions outlined in the CBE-A/E ordinance.
- C. SBD shall prepare standard proposal participation provisions. Each issuing department including the Public Health Trust must use these standard proposal participation provision documents for all agreements with agreement set-asides or subconsultant goals unless SBD approves substitute proposal documents. When proposal documents for agreements with set-asides or subconsultant goals are advertised, they shall include a web link to the CBE-A/E Certification List.
- D. SBD shall notify departments of the recommended agreement set-aside, or subconsultant goal.
- E. Subsequent to a recommendation and prior to agreement advertisement, each department shall advise SBD of any change in the scope of work of an agreement. SBD shall review the change and recommend to the County Manager whether the agreement requires further review due to the change in the scope of work. Each department shall advise SBD of post-award changes in scope and all change orders that require Board of County Commissioners' approval shall be submitted to SBD. SBD shall review the changes and change orders and recommend to the County Manager whether the agreement requires further review due to the change in the scope of work, and report on the prime consultant's current status of CBE-A/E compliance.
- F. Each department shall advise SBD of any agreement advertisement dates that are in excess of one hundred twenty (120) days of the initial recommendation to apply a set-aside or a goal in order to allow SBD to identify any changes in availability. Each department shall advise SBD of any agreement cancelled or not advertised within one hundred eighty (180) days after review and the agreement must be resubmitted to SBD to re-establish availability.

V. PROCEDURE FOR RECOMMENDATION OF AGREEMENT SET-ASIDES OR SUBCONSULTANT GOALS

Each individual project specific award and multiple project contracts (if the multiple projects contract 10% utilization objective has not been met) as mandated by the CBE-A/E ordinance for the purchase of architectural, landscape architectural, engineering, or

surveying and mapping services, shall be reviewed for application of Tier 1 CBE-A/E set-asides or subconsultant goals. The procedure for applying Tier 1 CBE-A/E set-asides or subconsultant goals on such services are as follows:

- A. Each department, as applicable, shall review anticipated agreements for application of Tier 1, Tier 2, and/or Tier 3 CBE-A/E set-asides or subconsultant goals.
- B. Departments shall work in conjunction with SBD in recommending whether agreements should be set-aside for Tier 1, Tier 2, and/or Tier 3 CBE-A/Es or have subconsultant goals applied. The department shall submit the appropriate items from the following to the Director of SBD:
 1. For each recommendation to have an agreement set-aside for Tier 1, Tier 2, and/or Tier 3 CBE-A/Es or to have a subconsultant goal applied, a memorandum should be included providing an appropriate brief description as follows:
 - a) Project title and number;
 - b) A complete breakdown of all the required professional services, including identification by their respective technical certification categories;
 - c) Estimated percentage of work for each of the required professional services;
 - d) A history of previous purchases to include the sizes of the previously successful consultants as appropriate for the previous three (3) years; and
 - e) The recommendation as to whether to set-aside the agreement or to place a subconsultant goal on the agreement.
 2. An agreement may be set-aside for Tier 1, Tier 2, and/or Tier 3 CBE-A/Es or may have subconsultant goals applied to a given agreement when availability has been established for the Standard Industry Classification/North American Industry Classification System (SIC/NAICS) category in which the agreement is classified and the forecast of future expenditures by program area indicates that an agreement set-aside for Tier 1, Tier 2, and/or Tier 3 CBE-A/Es or a subconsultant goal will be appropriate.

A. GENERAL GUIDANCE

1. The selection of an agreement for Tier 1 set-aside and/or Tier 2 subconsultant goal shall include consideration of the following:
 - a. The impact of the project as it relates to the CBE-A/E objective;
 - b. The previous agreements used in the particular SIC/NAICS category;
 - c. The relative impact of economic incentives;
 - d. The effects of other agreement set-asides or subconsultant goals taken or reasonably expected to be taken in the SIC/NAICS category

and their expected effects during the life expectancy of the agreement;

- e. The impact of the agreement set-aside or subconsultant goal on potential competitors; and
- f. Consideration of selection among various programs as set forth by the Review Committee.
- g. Availability of certified CBEs (3 or more) for each of the technical certification categories assigned to the project.

B. AGREEMENT SET-ASIDES

1. A recommendation of a set-aside is appropriate when:
 - a. The estimated professional services fee is \$1 - \$500,000.00 for Tier 1 CBE-A/Es, between \$500,000.01 and \$2,000,000.00 for Tier 2 CBE-A/Es, and \$2,000,000.01 or greater for Tier 3 CBE-AEs for architectural, landscape architectural, engineering, or surveying and mapping professional services;
 - b. The quality, quantity and type of opportunities provided by the agreement are appropriate for applying a Tier 1, Tier 2, and/or Tier 3 set-aside(s);
 - c. Three (3) or more Tier 1, Tier 2, and/or Tier 3 CBE-A/Es as appropriate are available to provide the quality, quantity and type of opportunities afforded by the proposed agreement.
2. Set-asides should be used to provide large economic incentives. When possible, consideration should be given for splitting large agreements into smaller agreements to allow for greater program participation.

C. SUBCONSULTANT GOAL

1. A recommendation to apply a subconsultant goal to a particular agreement is appropriate when:
 - a. The agreement has identifiable opportunities, which, according to normal industry practice, are appropriate for subconsulting in a specific professional service area within SIC/NAICS and technical certification category;
 - b. The quality, quantity and types of opportunities provided are appropriate for applying a subconsultant goal.
2. Effective competition exists for setting a particular subcontractor goal in that three (3) or more CBE-A/Es certified within the applicable professional service area within SIC/NAICS and technical certification category are available.

3. A memorandum identifying and briefly describing all agreements or proposals, including justification for sole source, for which a recommendation is being made not to set aside the agreement or not to place a subconsultant goal on the agreement, and information to support such a recommendation.

D. REVIEW PROCESS

1. SBD shall publish a list of projects under review daily on the department's webpage. SBD shall review the proposed contracts and the departmental recommendations. Should SBD and the Department(s) not agree on recommended measures or goals, then the contract will go through the Review Committee Process, as detailed below. Upon obtaining departmental concurrence with the recommended measure, SBD shall post projects and recommended goals daily on the SBD web page.
2. SBD shall consider public comments in writing on projects pre- and post measure or goal recommendations.
3. All projects with recommended measures shall contain language to allow for public comment to be submitted to SBD within 36 hours of posting via a designated email address or mail.
4. All advertised projects shall contain language to allow for public comments to be submitted to SBD within 36 hours of date of advertisement via a designated email address or mail. SBD and the contracting department shall review comments and make recommendations, as applicable, to the Mayor or designee.
5. Changes to goal recommendations, approved by the Mayor or designee, as a result of public comment shall require issuance of an addendum to the project advertisement.

VI. DOCUMENTATION TO ESTABLISH SET ASIDES OR SUBCONSULTANT GOALS

The County Mayor or designee shall establish a standing Review Committee (RC) to consider documentation for the establishment of set-asides or subconsultant goals where SBD and the contracting department have not established consensus. SBD shall consider the following when recommending a set-aside or subconsultant goal:

- A. For each recommendation of an agreement set-aside or subconsultant goal, a copy of the department's recommendation; a memorandum briefly describing the analysis of the agreement and basis for providing a recommendation; verification of ability to submit a proposal for Tier 1 or Tier 2 set-aside agreements and a recommendation report that includes a listing of all professional service areas on which availability was established and subconsultant goals were based.
- B. A brief memorandum identifying all services for which a recommendation of no agreement set-aside or no subconsultant goal is being made and providing information to support the recommendation.

VII. REVIEW COMMITTEE PROCESS

SBD is responsible for recommending to the Mayor or designee whether to apply CBE-A/E set-asides, or subconsultant goals to a contract. The Mayor or designee may accept, reject, modify or otherwise alter SBD's or Review Committee's recommendation.

- A. All recommendations shall be agreed upon between SBD and the contracting department, prior to final recommendation to the Mayor or designee.
- B. The Mayor or designee shall establish a standing Review Committee (RC) to meet periodically, or as often as needed, to review when consensus is not reached between SBD and the contracting department. The RC will make recommendations to the Mayor or designee.
- C. The RC shall conduct public deliberations and make recommendations whether to apply CBE-A/E, set-asides or subconsultant goals to a contract. The Mayor or designee may accept, reject, modify or otherwise alter SBD's or Review Committee's recommendation.
- D. The standing members of the RC shall be: Director, Public Works Department; Director, Office of Capital Improvements; Director, Department of Procurement Management; a rotating Director of the County's capital departments or their designees; and a County Manager appointed Chairperson. A quorum of the RC shall be three (3) members. Staff support shall be provided to the Review Committee by SBD.
- E. SBD shall staff the RC and make recommendations of measures to the RC and County Mayor or designee.
- F. The RC shall meet as needed. SBD shall timely publish meetings, listing the meeting location, date and time. All RC meetings are subject to Government-in-the-Sunshine requirements. The chair shall allow participation of the public at RC meetings consistent with accomplishing the agenda of the RC.
- G. The RC shall have authority to promulgate rules of general application to carry out its responsibilities, which rules are subject to review and approval by the County Mayor or designee.
- H. The RC may, after public deliberation and consideration of alternatives, accept, reject, modify or otherwise alter the staff recommendation. The County Mayor or designee may accept, reject, modify or otherwise alter SBD's recommendations. The Board of County Commissioners may accept, reject, modify or otherwise alter the County Manager's recommendations. The Mayor may accept or veto the Board of County Commissioners' recommendations. In accordance with the policy established by the Board of County Commissioners, the Board of County Commissioners may overrule the Mayor's veto.

VIII. AGREEMENT ADMINISTRATION - AGREEMENT SET-ASIDES

- A. Solicitations for County professional services agreements that are set-aside under the CBE-A/E program shall consider proposals solely from CBE-A/Es. In order to submit a proposal on a set-aside agreement, the proposer must be certified as a CBE-A/E prior to proposal submission date. A CBE-A/E awarded a set-aside agreement shall not transfer to a non-CBE-A/E, through subconsulting or otherwise, any part of the actual work of the agreement unless the proposal documents expressly and specifically permit such transfer as consistent with normal industry practice or the CBE-A/E requests and receives prior to agreement award, an approval letter from SBD.
- B. A CBE-A/E that performs the work of a set-aside agreement with its own forces may count such work towards reducing the CBE-A/E goal applied to the agreement by a maximum of one hundred (100) percent.
- C. Respondent's Responsibilities for CBE-A/E Set-Asides
1. Proposals documents shall require proposers to submit a Certificate of Assurance at time of proposal submission. Upon request, proposers must submit a Utilization Plan via the County's web-based system within the time frame specified by SBD. Failure to submit the required Certificate of Assurance at the time of proposal submission or a Utilization Plan upon request within the time frame specified by SBD shall render the proposal non-compliant.
- D. The following shall constitute a violation of this Implementing Order as they relate to an agreement that is set-aside:
1. Submission of a Utilization Plan of CBE-A/E subconsultants that the respondent knew or should have known is incomplete or inaccurate, or failure to maintain certification as a CBE-A/E;
 2. Deviation from the Utilization Plan without prior approval of SBD;
 3. The utilization of a non-certified CBE-A/E, or a prime successful proposer not meeting CBE-A/E Program set-aside requirements;
 4. A CBE-A/E serving as a conduit for CBE-A/E work awarded to a firm as a CBE-A/E but which is being performed by a non-CBE-A/E firm;
 5. Not obtaining or retaining CBE-A/E certification while performing work designated for CBE-A/E firms;
 6. Failure to report payments to subconsultants or subcontractors via the County's web-based system, or failure of subcontractors or subconsultants to confirm payments upon notification by the prime contractor, within the specified time frame;
 7. Failure to comply with CBE-A/E certification requirements including not maintaining a place of business in Miami-Dade County, not reporting organizational and operational changes, providing inaccurate or false information, and other certification related violations;

8. Modifications to the terms and/or prices of payment to a CBE-A/E without prior approval from SBD;
9. Failure to enter into a written subconsultant agreement with a CBE-A/E after listing the firm on a Utilization Plan;
10. Termination of the CBE-A/E's agreement without prior written approval from SBD;
11. Reduction of the scope of work of a CBE-A/E subconsultant agreement without prior approval from SBD; or
12. Failure to pay subconsultants promptly and in accordance with Section 2-10.4.01 of the Code of Miami-Dade County.

IX. AGREEMENT ADMINISTRATION - SUBCONSULTANT GOALS

A. SUBCONSULTANT GOALS

The purpose of a subconsultant goal is to have portions of the work under the prime consultant performed by available subconsultants that are certified CBE-A/Es for agreement values totaling not less than the percentage of the prime agreement value set out in the proposal form. Subconsultant goals may be applied to an agreement when estimates made prior to proposal advertisement identify the quality, quantity and type of opportunities in the agreement and CBE-A/Es are available to afford effective competition in providing a percentage of these identified services.

After a proposal is advertised or other formal public notice given, the established subconsultant goal may be reduced only with the approval of the County Commission or the Public Health Trust. Proposal documents shall include documentation demonstrating the basis for the subconsultant goal established in the agreement.

A Small Business Enterprise Goods Program and Small Business Enterprise Services Program goal(s) may be applied to any project with an estimated value over \$700,000.00.

1. RESPONDENT RESPONSIBILITIES FOR SUBCONSULTANT GOALS

Respondents must submit a completed Certificate of Assurance at the time of proposal submission and a Utilization Plan via the County's web-based system within the time frame specified by SBD. The Utilization Plan constitutes a representation by the respondent that, to the best of the respondent's knowledge, the CBE-A/Es listed are qualified and available to perform as specified. The Certificate of Assurance is a commitment by the respondent that, if awarded the agreement, it will enter into written subconsultant agreements with the identified CBE-A/Es for the scope of work at the price or percentage set forth in the Utilization Plan. Failure to submit the required documents within the required time frames may render the proposal non-compliant or be subject to sanctions or penalties as outlined in the contract or in this Implementing Order.

- a. All such subconsultant agreements shall be in writing and shall be executed by the prime consultant and the CBE-A/E subconsultant utilized to meet the subconsultant goal.
- b. Respondents who fail to submit the required Certificate of Assurance at the time of proposal submission or a Utilization Plan upon request within the time frame specified by SBD shall be considered non-compliant.
- c. Proposals that include a defective Certificate of Assurance or Utilization Plan may be voidable. Examples of defects include, but are not limited to, the listing of an unidentifiable CBE-A/E, and percentage miscalculations that are not mere clerical errors apparent on the face of the Utilization Plan.
- d. A successful respondent that is a CBE-A/E or a CBE-A/E joint venture may perform up to one hundred percent (100%) of a CBE-A/E subconsultant goal with its own forces. The remaining subconsultant goal work shall be performed by other CBE-A/Es.
- e. Expenditures to subconsulting CBE-A/Es shall be counted toward meeting specified subconsultant goals as follows:
 - (1) One hundred percent (100%) of the expenditures to a CBE-A/E that performs a commercially useful function in the supply of services required for the fulfillment of the agreement;
 - (2) One hundred percent (100%) of the expenditures to CBE-A/Es that subconsult work further to non-CBE-A/Es, only if the proposal documents expressly and specifically permit such subconsulting as consistent with normal industry practice, or if the respondent or CBE-A/E requests and receives prior to agreement award an approval letter from SBD;
 - (3) One hundred percent (100%) of the expenditures to CBE-A/Es that perform actual work with their own forces;
 - (4) None of the expenditures to a CBE-A/E that acts essentially as a conduit to transfer funds to a non-CBE-A/E unless the proposal documents expressly and specifically permit such transfers as consistent with normal industry practice or the respondent or CBE-A/E requests and receives prior to agreement award an approval letter from SBD; and
 - (5) Only expenditures to CBE-A/Es made under a written subconsultant agreement executed by both the prime consultant and the CBE-A/E shall be counted towards meeting the subconsultant goal.
- f. In order to assure at the time of proposal submission, agreement upon the above information between the prime consultant and the CBE-A/E subconsultant so identified, proposal documents shall require the prime consultants to submit a Certificate of Assurance acknowledging all Small business Enterprise goals assigned to the project and the submittal of a

Utilization Plan via the County's web-based system within the time frame identified by SBD. The Utilization Plan, shall be submitted by the prime and the subconsultant and shall at a minimum state the type of work that the subconsultant will perform, the technical certification category, and the percentage that the amount of the fees payable to the subconsultant bears to the overall fees payable under the contract. Failure to submit the required Certificate of Assurance at the time of proposal submission, and submit a Utilization Plan via the County's web-based system within the time frame specified by SBD, shall render the proposer non-complaint. A CBE-A/E firm may fulfil a subconsultant goal in only one (1) goal type per contract.

- g. To prove lack of availability, respondents must submit the following:
- (1) Unavailability Certificates either completed and signed by all of the CBE-A/Es available to perform the scopes of work are completed and signed by the respondent explaining the contacts with all of the CBE-A/Es available to perform the scopes of work, statements or actions of the CBE-A/Es showing unavailability, and the reason(s) why the CBE-A/Es' signature could not be obtained;
 - (2) A listing of any proposals received from a CBE-A/E, the scope of work and percentage of work, and the respondent's reasons for rejecting each proposal;
 - (3) A statement of the respondent's contacts with SBD for assistance in determining available CBE-A/Es;
 - (4) A description of the respondent's process for soliciting and evaluating proposals from CBE-A/Es, including copies of telephone logs detailing time, date and name of contacts with potential subconsultants;
 - (5) Respondents may establish a CBE-A/E as unavailable if its proposal is not reasonably competitive with comparable proposals of non-CBE-A/Es for the same scope of work. To establish a CBE-A/E as unavailable if its proposal is not considered reasonably competitive, the prime consultant must furnish SBD with copies of all proposals received from all firms, both CBE-A/Es and non-CBE-A/Es, for each specific scope of work for which they are claiming that the proposal is not reasonably competitive. A CBE-A/E's proposal will be considered reasonably competitive if its proposal, for the same scope of work, is within 25% of the proposal of comparably sized non-CBE-A/E firms;

Respondents whose proposals do not meet the specified goal, and who do not prove lack of availability as indicated in 1(g) above, are not in compliance with this Implementing Order.

The following shall constitute a violation of this Implementing Order as it relates to an agreement which has a CBE-A/E subconsultant goal:

- 1) The utilization of a non-certified CBE-A/E, or failure to maintain certification as a CBE-A/E;

- 2) A CBE-A/E serving as a conduit for CBE-A/E work awarded to a firm as a CBE-A/E but which is being performed by a non-CBE- A/E firm;
- 3) A prime consultant not meeting CBE-A/E subconsultant goal requirements;
- 4) Not obtaining or retaining CBE-A/E certification while performing work designated for CBE-A/E firms;
- 5) Failure to report payments to subconsultants or subcontractors via the County's web-based system, or failure of subcontractors or subconsultants to confirm payments upon notification by the prime contractor, within the specified time frame;
- 6) Deviation from the Utilization Plan without prior approval from SBD;
- 7) Termination of the CBE-A/E's agreement without prior approval from SBD;
- 8) Reduction of the scope of work of a CBE-A/E subconsultant without prior approval from SBD;
- 9) Modifications to the terms and/or prices of payment to a CBE-A/E without prior approval from SBD;
- 10) Failure to enter into a written subconsultant agreement with a CBE-A/E after listing the firm on a Utilization Plan;
- 11) Failure to comply with CBE-A/E certification requirements including not maintaining a place of business in Miami-Dade County, not reporting organizational and operational changes, providing inaccurate or false information, and other certification related violations; or
- 12) Failure to pay subconsultants promptly and in accordance with Section 2-10.4.01 of the Code of Miami-Dade County.

B. COUNTY RESPONSIBILITIES

1. After considering the quality, quantity and type of opportunities provided by the agreement, and the availability of CBE-A/Es to afford effective competition in providing the professional services required under the agreement, each department or ISD will recommend to SBD the type and level of agreement set-aside, or subconsultant goal that could be applied.
2. SBD shall review the Certificates of Assurance or equivalent, and Unavailability Certificates to determine compliance with the agreement set-aside, or subconsultant goal stated in the proposal documents. The Compliance Monitor may meet with a respondent before recommending that the Contract Officer determine noncompliance. This written recommendation shall be forwarded to the respondent and the Contract Officer.

3. In the event that the Contracting Officer receives a recommendation of non-compliance from the Compliance Monitor, he or she may conduct a meeting or hearing at which the respondent shall be afforded an opportunity to present data supporting its compliance with the goal. The Contracting Officer shall consider the evidence and make a determination as to compliance.

X. DESIGN-BUILD CONTRACTS

The design portion of the design-build contract is subject to the procedures outlined in this Implementing Order.

XI. PROMPT PAYMENT

It is the County's intent that all firms, including CBE-A/Es providing professional services to the County, shall receive payments promptly in order to maintain sufficient cash flow.

A. PRIME CONSULTANT RESPONSIBILITIES

1. A prime consultant shall include in its billing to Miami-Dade County or the Public Health Trust copies of those portions of the billings from CBE-A/E subconsultants utilized to meet the subconsultant goal applicable to the agreement which the prime consultant approves and whose cost is included in the payment amount requested from Miami-Dade County or the Public Health Trust.
2. Prime consultant agreements to which a CBE-A/E subconsultant goal has been applied shall require that billings from CBE-A/Es be promptly reviewed and payment made to such CBE-A/Es on those amounts not in dispute within two (2) business days of receipt of payment therefore. The foregoing notwithstanding, the prime consultant shall pay billings from CBE-A/E subconsultants with whom they are in direct privity that are not in dispute within the timeframe and implemented by this Implementing Order.
3. The prime consultant on an agreement to which a CBE-A/E subconsultant goal has been applied shall inform SBD, the Contracting Officer, and the CBE-A/E subconsultant, in writing, of those amounts billed by the CBE-A/E which are in dispute, and the specific reasons why they are in dispute, within seven (7) calendar days of submittal of such billing by the CBE-A/E subconsultant to the prime consultant.
4. Failure of the prime consultant to comply with the applicable requirements of Section XI (A) (3) above shall result in the prime consultant's forfeiture of the right to use the dispute as justification for not paying the CBE-A/E subconsultant and payment shall be forthcoming from the prime consultant.

B. COUNTY RESPONSIBILITIES

1. Proposal documents for agreements with CBE-A/E agreement set-asides, or subconsultant goals shall require that billings from subconsultants under prime consultant agreements with Miami-Dade County or the Public Health Trust that are a CBE-A/E agreement set-aside or which contain a subconsultant goal shall be promptly reviewed and payment made by the County or Trust on those

amounts not in dispute within fourteen (14) calendar days of receipt of such billing by the County or the Trust.

2. SBD may investigate reported instances of late payment to CBE-A/Es.

C. FINANCE DEPARTMENT RESPONSIBILITIES

The Finance Department shall review billings from prime consultants under prime consultant agreements with Miami-Dade County or the Public Health Trust that are a CBE-A/E agreement set-aside or which contain a subconsultant goal and make payment on those amounts not in dispute within fourteen (14) calendar days of receipt of billing.

XII. AGREEMENT ADMINISTRATION - COMPLIANCE AND MONITORING

A. Compliance Review

1. The Compliance Monitor shall review respondent's submission for compliance with this Implementing Order on every agreement to which a CBE-A/E agreement set-aside, or subconsultant goal has been applied. The purpose of this review shall be for the Compliance Monitor to consider whether to recommend the respondent's proposal is determined to be in compliance or noncompliance with the requirements of this Implementing Order. The Compliance Monitor may consider relevant information from any person in making this decision. The Compliance Monitor may require the respondent to produce information deemed pertinent and appropriate and may obtain further information from whatever sources the Compliance Monitor deems appropriate.
2. The Compliance Monitor shall notify the respondent in writing stating the facts and the reasons on which the non-compliance is based. The respondent may request a meeting within five (5) business days from the date of the notification of non-compliance. The respondent shall supply further relevant information as required by the Compliance Monitor. No new altered Utilization Plan will be accepted.
3. The Compliance Monitor shall make a written recommendation to the Contracting Officer, which shall include a statement of the facts and reasons for which the non-compliance is based.
4. Following receipt of a recommendation of non-compliance from the Compliance Monitor, the Contracting Officer shall review the Compliance Monitor's recommendation of respondent's noncompliance with this Implementing Order. The Contracting Officer shall notify the respondent of such non-compliance. The respondent may request a meeting within five (5) business days from the date of notification of non-compliance with the Contracting Officer if the Contracting Officer was not present at the first meeting referenced in Subsection (A)(2) above. The respondent shall supply further relevant information as required by the Compliance Monitor. No new altered Utilization Plan will be accepted.

5. The Contracting Officer, in conjunction with the Compliance Monitor, may conduct an informal meeting with the respondent. Other parties may be invited to offer information relevant to the issue of the respondent's non-compliance.
6. The Contracting Officer shall provide a written determination of the respondent's compliance with this Implementing Order, along with a recommendation whether to award the agreement to the respondent, to the County Manager. A copy of such recommendation shall be sent to the respondent. Such recommendation shall not affect the power of the Board of County Commissioners to reject the respondent's bid for any other reason or to take such action on the recommendation of the Contracting Officer as the Board deems appropriate.
7. Consideration of other proposals. If the Contracting Officer or Compliance Monitor deems it advisable in the interest of expediting the award of the agreement, the procedures set forth in this subsection may be carried out with respect to the proposals of one or more additional respondents at the same or different time with each such proceeding to be separately conducted.
8. Failure of respondent to participate. The respondent will be bound by the proceedings under this subsection to which they have been given required notice without regard to their participation or lack of participation. A lack of participation upon receiving notices and requests pursuant to this Implementing Order shall not be grounds for reconsideration of any action taken in the proceedings.
9. Miami-Dade County shall not award an agreement to any respondent which, in its determination, fails to comply with the applicable requirements of this Implementing Order. Nothing herein shall relieve any respondent from any of the terms, conditions or requirements of the contract or modify Miami-Dade County's rights as reserved in the agreement document.

B. Post-Award Compliance and Monitoring

1. Approval of Subconsultant Agreements

The Successful Respondent shall submit to the Contracting Officer, for approval, written subconsultant agreements corresponding in all respects to the Successful Respondent's Certificate of Assurance. The Successful Respondent shall enter into a written subconsultant agreement with each listed CBE-A/E subconsultant and shall thereafter neither terminate any such subconsultant agreement, nor reduce the scope of work to be performed by, or decrease the price to be paid to the CBE-A/Es thereunder, without in each instance obtaining prior written approval of the Contracting Officer. The Contracting Officer shall not give a final written determination without a recommendation from the Compliance Monitor.

2. Access to Records

Successful respondents and CBE-A/Es shall permit the County to have access during normal business hours to books and records relating to the respondent's compliance with the agreement set-aside, or subconsultant goal applied to the agreement or relating to CBE-A/E compliance with certification requirements. Such books and records include but are not limited to corporate documents,

charters, organizational filings, tax filings, registrations, licenses, stock registrations, partnership agreements, contracts, subcontracts, joint venture agreements, telephone logs, checking accounts, journals, ledgers, correspondence, pension and benefits documents, and documents and records between the respondent or the CBE-A/E and other entities. This right of access shall be granted for one year after completion of the work or full payment of the agreement obligations, whichever comes last, or for one year after the expiration of CBE-A/E certification.

3. Access to Job Site

Successful respondents and CBE-A/Es shall permit the County to have access to project locations during normal business hours in order to conduct visual inspections and employee interviews.

4. Utilization Reporting

The successful respondent on a project that is a CBE-A/E agreement set-aside or on a project with CBE-A/E subconsultant goals shall complete all required Compliance audits. Where a subconsultant goal has been imposed, the Utilization Report shall include information on CBE-A/Es utilized to meet such subconsultant goal. Failure to comply with the reporting requirements may result in the imposition of contractual sanctions or administrative penalties by the County.

5. Deviations from the Utilization Plan

- a. In the event that, during the performance of an agreement, the CBE-A/E is not able to provide the services specified on the Utilization Plan, the successful respondent must locate a CBE-A/E to substitute for the unavailable CBE-A/E, unless the respondent can prove the lack of an available CBE-A/E to provide the services to be provided by the prior CBE-A/E. The successful respondent must receive approval for substitution from SBD by submitting a request in writing addressed to the Director of SBD through the Contracting Officer. The request must include a revised Utilization Plan to include the substitute CBE-A/E. The Compliance Monitor will review the request and make a recommendation regarding the substitution to the Contracting Officer. A successful respondent that cannot secure a substitute CBE-A/E must provide a written statement to the Compliance Monitor and Contracting Officer that includes a list of the names, addresses, and telephone numbers of all CBE-A/Es contacted, and the date of contact for each CBE-A/E. All certified CBE-A/Es certified in the appropriate professional service area under the technical certification categories must be contacted in order to prove lack of an available CBE-A/E.
- b. The Compliance Monitor shall be responsible for monitoring the performance of the successful respondent regarding compliance with agreement set-asides, or subconsultant goals applied to the agreements. The Compliance Monitor may, at his or her discretion, investigate deviations in the utilization of CBE-A/Es from that described on the Letter of Agreement, and make recommendations regarding compliance to the Contracting Officer. The

Contracting Officer shall not make a final determination without a recommendation regarding compliance from the Compliance Monitor. Deviations from the goal stated in the agreement that shall be monitored include, but are not limited to:

- (1) Termination of a CBE-A/E's subconsultant agreement;
- (2) Reduction in the scope of work to be performed by a CBE-A/E;
- (3) Modifications to the terms of payment or price to be paid to a CBE-A/E; or
- (4) Failure to enter into a subconsultant agreement with a CBE-A/E being utilized to meet a subconsultant goal.

c. Excuse from entering into subconsultant agreements:

If, prior to execution of a subconsultant agreement required by this Implementing Order, the successful respondent submits a written request to the Contracting Officer demonstrating to the satisfaction of the Contracting Officer that, as a result of a change in circumstances beyond his/her control of which he/she was not aware and could not reasonably have been aware until subsequent to the date of the award of the agreement, a CBE-A/E who is to enter into such subconsultant agreement has unreasonably refused to execute the subconsultant agreement, or is not available, the successful respondent shall be excused from executing such subconsultant agreement. The procedures of paragraphs (e) and (f) below shall apply to this paragraph.

d. Termination of Subconsultant Agreements:

If, after execution of a subcontract required by this Implementing Order, the successful respondent submits a written request to the Contracting Officer and demonstrates to the satisfaction of the Contracting Officer that, as a result of a change in circumstances beyond his/her control of which he/she was not aware and could not be reasonably have been aware, until subsequent to the date of execution of such subconsultant agreement, a CBE-A/E, who entered into such subconsultant agreement has committed a material breach of the subconsultant agreement, the successful respondent shall be entitled to exercise such rights as may be available to him/her to terminate the subconsultant agreement. The procedures of paragraphs (e) and (f) below apply to this paragraph.

e. County's Determination of Respondent's Excuse or Termination:

If the successful respondent at any time submits a written request to the Contracting Officer under the prior two paragraphs, the Contracting Officer as soon as practicable, shall determine whether the Successful Respondent has made the requisite demonstration, and shall not determine that such a demonstration has not been made without first providing the successful respondent, upon notice, an opportunity to present pertinent information and arguments. The procedures of paragraph (f) below apply to this paragraph.

f. Alternative Subconsultant Agreements:

- 1) If the successful respondent is excused from entering into a subconsultant agreement or rightfully terminates a subconsultant agreement under this Implementing Order and without such subconsultant agreement, the Successful Respondent will not achieve the level of CBE-A/E participation upon which the agreement was awarded, the Successful Respondent shall make every reasonable effort to propose and enter into an alternative subconsultant agreement or subconsultant agreements for the same work to be performed by another available CBE-A/E as appropriate, for a subconsultant agreement price or prices totaling not less than the subconsultant agreement price under the excused or terminated subconsultant agreement, less all amounts previously paid thereunder.
- 2) The Successful Respondent must submit to the Compliance Officer a revised Utilization Plan to include the substitute CBE-A/E.
- 3) A successful respondent that cannot secure a substitute CBE-A/E must provide a written statement to the Compliance Monitor and Contracting Officer that includes a list of the names, addresses, telephone numbers, and the date of contact for each CBE-A/E. All CBE-A/Es certified within the appropriate professional service area under the technical certification categories must be contacted.
- 4) The Compliance Monitor may require the successful respondent to produce such information as the Compliance Monitor deems appropriate and may obtain further information from other sources. The Compliance Monitor shall make his/her recommendation under this paragraph to the Contracting Officer and forward a copy to the respondent.
- 5) The Contracting Officer will consider objections to the Compliance Monitor's recommendation only if such written objections are received by the Contracting Officer within five calendar days from the successful respondent's receipt of the Compliance Monitor's recommendation. The Contracting Officer with or without a hearing, and as he/she in his/her discretion may determine, will reply to the successful respondent's written objection within ten (10) days of receipt of these objections.

XIII. SANCTIONS FOR AGREEMENT VIOLATIONS

Proposal and agreement documents shall provide that, notwithstanding any other penalties or sanctions provided by law, a respondent's violation of or failure to comply with Section 2.10.4.01 of the Code of Miami-Dade County or this Implementing Order may result in the imposition of one or more of the following sanctions:

- A. The suspension of any payment or part thereof until such time as the issues concerning compliance are resolved;
- B. Work stoppage;

- C. Issuance of fines of up to two (2%) percent of the contract amount, said fines to be deducted from invoices;
- D. Termination, suspension, or cancellation of the agreement in whole or part;
- E. In the event a respondent or CBE-A/E attempts to comply with the provisions of this ordinance through fraud, misrepresentation, or material misstatement, or is found after a hearing to have discriminated in violation of Article VII of Chapter 11A of the Miami-Dade County Code, the County shall, whenever practicable, terminate the agreement or require the termination or cancellation of the subconsultant agreement for the project on which the respondent or CBE-A/E committed such acts. In addition, and as a further sanction, the County Manager or his or her designee may impose any of the above-stated sanctions on any other agreements or subconsultant agreements the respondent or CBE-A/E has on County projects. In each instance, the respondent or CBE-A/E shall be responsible for all direct and indirect costs associated with such termination or cancellation including attorney's fees and costs. The respondent or CBE-A/E may also be subject to debarment.
- F. In the event that a respondent fails to achieve the CBE-A/E measures after the agreement completion, the respondent will be required to make up the CBE-A/E deficit for an amount equal to double the amount of the CBE-A/E measure deficiency. The procedures for making up the CBE-A/E deficit are as follows:
 - 1. If the determination of the County Mayor or designee is that the contractor or subcontractor failed to comply and that such failure was limited to isolated instances and was not pervasive, the County Mayor or designee may, in the case of a goal deficit, order a penalty amount to be withheld from the contractor for such noncompliance as follows: for the first deficit, a penalty in an amount equal to 20% of the amount thereof; for the second deficit, a penalty in an amount equal to 40% thereof; for the third and successive deficits, a penalty in an amount equal to 60% thereof. A fourth violation and finding of noncompliance, shall constitute a default of the subject contract and shall be cause for suspension or termination in accordance with the contract's terms and debarment in accordance with the debarment procedures of the County. Monies received from payment of penalties imposed hereunder shall be deposited in a separate account and shall be utilized solely to defray SBD's costs of administering Section 2-10.4.01 of the Code of Miami-Dade County.
 - 2. If the respondent has not met the CBE-A/E measures, the compliance officer will notify the respondent in writing of the CBE-A/E deficit.
 - 3. If the respondent is found in non-compliance with the CBE-A/E measures, the compliance officer may issue a letter of noncompliance requesting that the respondent make up the CBE-A/E deficit on an existing or future County agreement for double the amount of the deficit on the agreement in question. The respondent will also be required to submit a Make-up Plan indicating any current or future County agreements in which the CBE-A/E deficit will be remedied.
 - 4. The respondent must respond to SBD in writing within ten business days from

the date of the non-compliance letter. The respondent must acknowledge receipt of the non-compliance letter and provide a plan to make up the CBE-A/E measure.

5. The compliance monitor will review the Make-up Plan for approval.
6. When an agreement is identified in which the CBE-A/E measure deficit will be remedied, the respondent will provide a Letter(s) of Agreement for the CBE-A/E firm(s) that will be utilized in making up the deficit.
7. For any future contracts, a Make-up Plan must be submitted as part of the Utilization Plan for any proposal at the time of proposal submittal. The Utilization Plan must identify all CBE-A/Es to be utilized to meet the first tier subconsultant goal in satisfaction of the make-up, in addition to any other goals that may be applicable. Failure to include the required Make-up plan with proposals for any future contracts shall result in the submittal being deemed non-compliant.
8. Any respondent subject to an approved Make-up plan that fails to comply with any of the material terms of that Make-up plan, without good cause, shall be subject to an automatic suspension from proposing and/or otherwise participating on County contracts as a prime or subconsultant for a six (6) month period.
9. A respondent that fails to comply with any of the materials terms of a second Make-up plan, without good cause, shall be subject to an automatic suspension from proposing and/or otherwise participating on County contracts as a prime or subconsultant for a one (1) year period.
10. A respondent that fails to comply with any of the material terms of a third Make-up plan, without good cause, may be subject to debarment and shall automatically be evaluated for debarment. After serving a debarment for failure to satisfy a Make-up plan for no good cause, the subject firm shall be deemed ineligible for bidding on county contracts with measures for one (1) additional year unless the County Mayor or designee determines that an emergency exists justifying such participation, and the Board of County Commissioners approves such decision.
11. The respondent will remain in a non-compliance status until the CBE-A/E make-up goal has been achieved.
12. Failure of the respondent to make up the CBE-A/E measure when opportunities are available on existing or future County agreements, will result in the sanctions or the imposition of other penalties, or as referenced in Sections XIII and XIV.

Some of the agreement violations that may result in the imposition of the sanctions listed in Section XIII above include, but are not limited to, the following:

- a. A CBE-A/E serving as a conduit for CBE-A/E work awarded to a firm as a CBE-A/E, but which is being performed by a non-CBE-A/E firm;

- b. A prime consultant not meeting CBE-A/E Program subconsultant goal requirements;
- c. Not obtaining or retaining CBE-A/E certification while performing work designated for CBE-A/E firms;
- d. Failure to report payments to subconsultants or subcontractors via the County's web-based system, or failure of subcontractors or subconsultants to confirm payments upon notification by the prime contractor, within the specified time frame;
- e. Failure to comply with CBE-A/E certification requirements, including not maintaining a place of business in Miami-Dade County, not reporting organizational and operational changes, providing inaccurate or false information, and other certification related violations;
- f. Failure to maintain certification as a CBE-A/E;
- g. Deviation from the Utilization Plan without prior approval from SBD;
- h. Termination of the CBE-A/E's agreement without prior approval from SBD;
- i. Reduction of the scope of work of a CBE-A/E subconsultant agreement without prior approval from SBD;
- j. Modifications to the terms and/or prices of payment to a CBE-A/E without prior approval from SBD; or
- k. Failure to enter into a written subconsultant agreement with a CBE-A/E after listing the firm on a Utilization Plan to meet a subconsultant goal; or
- l. Failure to pay subconsultants promptly and in accordance with the administrative procedures in Section 2-10.4.01 of the Code of Miami-Dade County.

XIV. ADMINISTRATIVE PENALTIES

A. DEBARMENT

1. The County may debar a CBE-A/E or a non-CBE-A/E for violation of, or non-compliance with, the provisions of the County Code governing the program, this Implementing Order, or implementing proposal documents.
2. Causes for debarment are as noted in Section 10-38 of the Code. These include but are not limited to, a preponderance of evidence that the CBE-A/E has forfeited a bond or defaulted on financial assistance, either of which was provided under the CBE-A/E program; or if any individual or corporation, partnership or other entity, or any individual officer, shareholder with a significant interest, director or partner of such entity, qualifying agent or affiliated business of such entity attempts to comply with the provisions of this ordinance through fraud, misrepresentation, or material misstatement.

B. DECERTIFICATION

Violations of certification requirements are addressed in Section II of this Implementing Order.

C. SUSPENSION

If the determination of the County Mayor or designee is that the contractor or subcontractor failed to comply and that such failure was pervasive, the Mayor or designee may order that the contract work be suspended or terminated, and that the non-complying contractor or subcontractor and the principal owners and/or qualifying agent thereof be prohibited from bidding on or otherwise participating in County construction contracts for a period not exceed three (3) years.

D. MONETARY PENALTIES

1. If the determination of the County Mayor or designee is that the contractor or subcontractor failed to comply and that such failure was limited to isolated instances and was not pervasive, the County Mayor or designee may, in the case of a goal deficit, order a penalty amount to be withheld from the contractor for such noncompliance as follows: for the first deficit, a penalty in an amount equal to 20% of the amount thereof; for the second deficit, a penalty in an amount equal to 40% thereof; for the third and successive deficits, a penalty in an amount equal to 60% thereof. A fourth violation and finding of noncompliance, shall constitute a default of the subject contract and shall be cause for suspension or termination in accordance with the contract's terms and debarment in accordance with the debarment procedures of the County. Monies received from payment of penalties imposed hereunder shall be deposited in a separate account and shall be utilized solely to defray SBD's costs of administering Section 2-10.4.01 of the Code of Miami-Dade County.
2. If the required payment is not made within thirty (30) days of the administrative hearing or final resolution of any appeal there from, the non-complying contractor or subcontractor and the principal owner(s) and qualifying agent(s) thereof shall be prohibited from bidding on or otherwise participating in County construction contracts for a period not to exceed three (3) years.

XV. APPEALS PROCESS

- A. Any firm that is denied certification, decertified, or issued a determination of noncompliance with the requirements of this Implementing Order and Section 2-10.4.01, Code of Miami-Dade County may appeal such action. The Compliance Monitor shall notify the affected party, in writing, setting forth the reasons for the determination and advising of this appeals process. The affected party may appeal the determination by filing a written appeal with the Director of SBD within thirty (30) days of receipt of the notice. This appeals process does not apply to appeals of decisions made pursuant to bid documents implementing the CBE-A/E program when such proposal documents provide procedures for appeals of such decisions.

B. Decisions by the County Mayor or designee shall be final.

C. PROCEDURES FOR ADMINISTRATIVE HEARING:

The procedure for administrative hearings shall provide that:

1. SBD will schedule a hearing date before a hearing officer, upon timely receipt of a request for an administrative hearing along with a \$250 nonrefundable filing fee to appeal a determination of non-compliance with the requirements of this Implementing Order, section 2-10.4.01, Code of Miami-Dade County, as amended, or implementing bid documents.
2. The prevailing party shall not incur any additional expenses, fees or penalties. The unsuccessful appellant shall be responsible for all additional fees, costs and penalties associated with the appeal
3. SBD shall serve upon the firm, consultant (or subconsultant) and/or lessee a notice of hearing within five (5) working days of the appointment of the administrative hearing officer. Such notice shall include:
 - a. A copy of SBD's determination of non-compliance, outlining alleged prohibited practices upon which it is based;
 - b. A description of the administrative penalties being considered;
4. An administrative hearing shall be scheduled to be heard before an administrative hearing officer within twenty (20) days after service of the notice. The notice shall also advise the appellant that he or she may be represented by an attorney, may present documentary evidence and verbal testimony, and may cross-examine or rebut evidence and testimony presented against them.
5. Within five (5) days after completion of the administrative hearing, the administrative hearing officer shall transmit his/her findings of fact, conclusions, and recommendations together with a transcript of all evidence taken before him/her and all exhibits received by him/her, to the Mayor or designee, who (i) may sustain, reverse or modify the hearing officer's recommendations and (ii) shall render a final decision, in writing. The determination of the Mayor may be reviewed by an appropriate court in the manner provided in the Florida Rules of Appellate Procedure.

D. QUALIFICATIONS OF HEARING OFFICERS:

1. Administrative hearing officers shall be residents of Miami-Dade County who possess outstanding reputations for civic pride, interest, integrity, responsibility, and business or professional ability. Appointments shall be made by the County Manager or his or her designee. The list of administrative hearing officers should include retired judges who are licensed and admitted to practice law in the State of Florida, or arbitrators or mediators certified by the Eleventh Judicial Circuit or State Bar Association. Appointees should become acquainted with this Implementing Order and the provisions of section 2-10.4.01, Code of Miami-

Dade County, as amended, applicable to the particular violation(s) to be heard. Additional qualifications include, but are not limited to, experience in equal opportunity, anti-discrimination, contracting, procurement, bonding or financial services activities. Such appointments shall be submitted to the Clerk of the Board of County Commissioners for ratification by the Clerk. The Clerk shall submit an annual report to the Board on the number of women who have served as administrative hearing officers.

2. The County Mayor or designee shall appoint as many administrative hearing officers as are deemed necessary. Every effort will be made to ensure that the appointment of hearing officers reflect the diversity of the demographics of Miami-Dade County. Appointments shall be made for a term of one (1) year. Any administrative hearing officer may be reappointed at the discretion of the County Mayor, subject to ratification by the Clerk of the Board of County Commissioners. There shall be no limit on the number of reappointments that may be given to any individual administrative hearing officer; provided, however, that a determination as to reappointment must be made for each administrative hearing officer at the end of his or her one-year term. The County Mayor shall have the authority to remove administrative hearing officers at any time. Appointments to fill a vacancy shall be for the remainder of the unexpired term.
3. Administrative hearing officers shall not be County employees but shall be compensated at a rate to be determined by IO.
4. The Miami-Dade County Attorney's Office shall serve as general counsel to the administrative hearing officer.

XVI. MENTOR-PROTÉGÉ PROGRAM:

1. Program Mission

Miami-Dade County seeks to build effective working relationships between leaders of mature established companies and emerging small business enterprises for the latter to benefit from the knowledge and experience of the established Mentor firms. Mentors will assist with the development of the Protégé's business plan by identifying the most critical needs to achieve the plan, and implementing the actions to obtain the desired results.

The Mentor-Protégé Program ("MPP") is a community-based effort, involving leaders of major firms, financial and bonding institutions, contracting associations, small business enterprises, and support service organizations. The MPP was created to assist in overcoming barriers that typically inhibit or restrict the success of small businesses. The program is designed to produce a broad base of high quality, competitive and profitable companies through incremental improvement. As a result of the MPP, Protégés will experience a greater than industry average success rate and realize the growth and profitability objectives of their business plans, as well as long range stability. By implementing the MPP, Miami-Dade County will provide a community benefit by strengthening emerging businesses and providing them with the tools to benefit from opportunities in Miami-Dade County's economic development.

2. General Objectives

The primary objectives of Miami-Dade County's CBE-A/E MPP are

- a. To develop and strengthen Protégé firms through coaching and counseling from Mentors.
- b. To expand business opportunities for Protégé firms.
- c. To enable Protégés to become competent and viable well managed businesses subsequent to graduation.
- d. To assist mentoring companies in carrying out their civic and corporate responsibilities by furnishing opportunities to provide development assistance to other emerging Miami-Dade County firms.
- e. To enhance Miami-Dade County's overall business and economic environments.
- f. Incentives – In addition to the benefits provided in the Program Mission section above, Mentors can be compensated for their participation in the MPP for one year (the "Commitment Period"), and will be eligible for an incentive on bidding on Miami-Dade County contracts for one year after completion of the Commitment Period. This incentive shall consist of either a (i) two percent (2%) bid preference or (ii) ten percent (10%) selection factor, for bid/proposal evaluation purposes only. The incentive may only be used for one contract award per Commitment Period, and must be utilized within one (1) year from the end of the Commitment Period. A Mentor claiming an incentive on bidding on Miami-Dade County contracts based on the MPP must continue to meet the eligibility requirements in this Implementing Order.

3. Measurable Objectives

- a. To create an environment that promotes a firm's ability to increase its capital, net earnings and profit margins; therefore, increasing its bonding capacity and credit rating.
- b. Increase in Protégé firm's capacity to perform as depicted in equipment owned or leased, size of payroll, materials purchased, and overhead costs.
- c. Identify tools to increase the volume and value of Protégé's current and future work.
- d. Increase in Protégé's longevity and viability during and after concluding MPP participation.
- e. Achievement of goals outlined in the Protégé's business plan.

4. MPP Eligibility Requirements

A. Mentor Eligibility Requirements

1. The Mentor shall be a company which is successful and productive in its area of work or services with a minimum of five (5) years of experience in its principal industry and which agrees to provide development assistance through the MPP.
2. The Mentor must be, and remain in good legal business standing with the State of Florida, Miami-Dade County and all other local jurisdictions. Mentors must be solvent and licensed to do business in Miami-Dade County.
3. The Mentor shall follow all MPP guidelines and devote the necessary time, staff and resources to fulfill its responsibilities as a Mentor, including attending all meetings scheduled with Protégé and/or SBD. Additionally, Mentors shall not have any SBE violations within the preceding two (2) years from its application to the MPP.

B. Protégé Eligibility Requirements

1. The Protégé shall: (a) be a company certified as a CBE-A/E with SBD; (b) have been actively conducting business for a minimum of two (2) years; (c) be ready for expansion; and (d) agree to participate fully in the MPP.
2. The Protégé must maintain an actual place of business where it provides its products and services, in Miami-Dade County throughout the duration of its MPP participation.
3. The Protégé firm must be and remain in good legal standing with the State of Florida, Miami-Dade County, and all other local jurisdictions. Protégés must be solvent and licensed businesses when applicable.
4. The Protégé agrees to follow all MPP guidelines and devote the necessary time, staff and resources to fulfill its responsibility as a Protégé, including attending all meetings scheduled with the Mentor and/or SBD. Additionally, Protégés shall not have any SBE violations within the preceding two (2) years from its application to the MPP.

C. Mentor Application Process

1. The Mentor shall complete the application process to participate in the MPP. SBD may request additional documentation to ensure that eligibility requirements are met.
2. All documentation and information provided by the Mentor throughout the application process is subject to verification by SBD.
3. SBD will assign one Protégé to one Mentor. Both parties must sign a Mentor-Protégé Development Agreement to formalize their commitment to the MPP. Pairing Mentors with Protégés with a current or previous working relationship with each other, will be strongly discouraged since

an objective of the MPP is to establish new productive relationships in the architecture and engineering industry.

D. Protégé Application Process

1. The Protégé shall apply with SBD on the appropriate application form to be considered for program participation as a Protégé. Accompanying the application should be a completed business plan and all required documentation, which may be pertinent to the Protégé's current financial standing, bonding level, capacity, staffing, workload, and other key business indicators. SBD may request additional documentation to determine MPP eligibility requirements are met.
2. All documentation and information provided by the Protégé throughout the application process is subject to verification by SBD.
3. SBD will assign one Protégé to one Mentor and both parties must sign a Mentor-Protégé Development Agreement to formalize their commitment to the MPP.

E. Mentor Responsibilities

1. Meetings - The Mentor shall conduct monthly face-to-face coaching and counseling meetings with the Protégé and assigned SBD staff, to review the Protégé's strategic business plan and to discuss problems, strategies, and objectives for timely and efficient completion of projects and effective management. These meetings shall be conducted in Miami-Dade County. The Protégé will also be expected to provide reports using SBD's approved format on its efforts in implementing the established phases of its business plan or any actions suggested by the Mentor at the previous counseling session(s). Both parties should establish target dates for any further improvements or enhancements.
2. Informal Contacts - The Mentor is encouraged to routinely communicate with the Protégé to discuss daily problems and situations encountered by the Protégé and to provide periodic review.
3. Introduction to Resources - The Mentor shall facilitate networking opportunities in the banking, bonding, management, and business industries.
4. Independence - The Mentor must not assume managerial or administrative control of the Protégé during or following the mentorship period.
5. Working Relationships - Nothing in Mentor-Protégé Program regulations shall prohibit Mentors and Protégés from working together on joint ventures or in contractor-subcontractor arrangements on architecture, landscape architecture, engineering, surveying and mapping, or other projects provided that control of the Protégé firm remains with the Protégé

itself. Protégés may be used to meet subcontractor goals on which the Mentor bids.

F. Protégé Responsibilities

1. Goals and Objectives - The Protégé shall prepare and strive to achieve targeted goals and objectives, which shall serve as a guideline and benchmark for evaluating the Protégé's progress in the MPP.
2. Meetings - The Protégé shall take part in monthly face to face coaching and counseling meetings with the Mentor and assigned SBD staff to review its strategic business plan and to discuss problems, strategies, and objectives for timely and efficient completion of projects and effective management. These meetings shall be conducted in Miami-Dade County. The Protégé will also be expected to provide reports using SBD's approved format on its efforts in implementing the established phases of its business plan or any actions suggested by the Mentor at the previous counseling session(s). Both parties should establish target dates for any further improvements or enhancements.
3. Informal Contacts - The Protégé is encouraged to routinely communicate with the Mentor to discuss daily problems and situations encountered by the Protégé and to obtain periodic counseling and guidance as needed.
4. Use of Training Resources - In an effort to enhance its business and industry knowledge and effectiveness, the Protégé is encouraged to attend training conferences, coursework, or workshops that will assist them in reaching targeted goals and objectives.
5. Independence - The Protégé is not permitted to relinquish managerial or administrative control to the Mentor.

G. Program Coordination

1. SBD is responsible for the overall coordination and administration of the CBE-A/E MPP. SBD's duties will include:
 - a. Advertising and promoting the MPP.
 - b. Organizing related business events.
 - c. Identifying and approving Mentors.
 - d. Identifying and certifying Protégés.
 - e. Assigning Mentors to Protégés as available.
 - f. Informing and reminding Mentors and Protégés of their roles and responsibilities.

- g. Attending Mentor-Protégé meetings to promote effective cooperation and participation.
- h. Reviewing meeting and progress status reports.
- i. Maintaining program records.
- j. Attracting the support of larger corporate sponsors.

This Implementing Order is hereby submitted to the Board of County Commissioners of Miami-Dade County, Florida.

County Mayor

Implementing Order

MIAMI-DADE

Implementing Order No.: 3-41

Title: **SMALL BUSINESS ENTERPRISE (SBE) PROGRAM FOR THE PURCHASE OF GOODS AND SERVICES**

Ordered: 5/3/2011

Effective: 5/13/2011

AUTHORITY:

Sections 1.01, 2.02 and 5.02 of the Miami-Dade County Home Rule Amendment and Charter and Section 2-8.1.1.1.1 of the Code of Miami-Dade County.

SUPERSEDES:

This Implementing Order supersedes previous Administrative Order 3-41, ordered April 19, 2005 and effective April 29, 2005.

POLICY:

- A. This Small Business Enterprise ("SBE") Program shall apply to all County and Public Health Trust contracts for the purchase of goods and services, including professional services other than architectural, engineering, architectural landscape and land surveying professional services governed by Florida Statutes 287.055. The SBE Program shall not apply to construction; leases or rental of real property; licenses and permits; concessions; franchise agreements; contracts for attorney and/or legal services; nor contracts for investment banking services.
- B. It is the policy of Miami-Dade County that a minimum of 10% of the total value of contracts \$50,000 and under be awarded to Micro Enterprises.
- C. Small Business Enterprise Measures may be applied to contracts greater than \$50,000.
- D. The application of contract measures to contracts for goods or services purchased by the Public Health Trust shall be governed by this Implementing Order, except that the Public Health Trust shall establish its own administrative procedures consistent with this Implementing Order to govern the application of contract measures to its purchases of goods and services except for construction and/or architectural and engineering services.

I. DEFINITIONS:

This Implementing Order incorporates completely, definitions listed in the SBE ordinance. Additional terms necessary for the understanding of this Implementing order, are listed below:

- A. **Billing** means any request for payment by an SBE/Micro Enterprise, whether through a regular invoice, change order, claim, etc.
- B. **Board** means the Board of County Commissioners of Miami-Dade County, Florida.
- C. **Compliance Monitor** means the Director of the Department of Small Business Development or designee assigned to review compliance with Ordinance No. 05-29 and this Implementing Order.
- D. **Contract Measure** means a contract set-aside, a subcontract goal, a bid preference, or a selection factor, singly or in any combination.
- E. **Contracting Officer** means a department director or his/her designee, who prior to award manages the bid process or post award and has primary responsibility to manage the contract and enforce contract requirements.
- F. **County** means Miami-Dade County, Florida, a political subdivision of the State of Florida.
- G. **Debar** means to exclude a contractor, its individual officers, its shareholders with significant interests, its qualifying agent, or its affiliated businesses from county contracting and subcontracting for a specified period, not to exceed five (5) years.
- H. **Micro Enterprise** means a business entity certified by SBD to provide goods or services, having an actual place of business in Miami-Dade County and whose three year average gross revenues does not exceed \$2 million, or a manufacturer with fifty (50) employees or less, or a wholesaler with fifteen (15) employees or less whose actual place of business is in Miami-Dade County.
- I. **NAICS** means North American Industry Classification System.
- J. **NIGP** means National Institute of Governmental Purchasing.
- K. **Review Committee or RC** means the committee established by the County Mayor or designee to review proposed contracts for the

application of contract measures where SBD and the contracting department have not established consensus.

- L. SBD means the Department of Small Business Development.
- M. *Schedule of Intent Affidavit (SOI)* means a form contained in the bid documents of a SBE contract set-aside or a contract with subcontractor goals in which bidders list at the time of bid submission all SBEs to be used to meet the set-aside or the goal, and the scope of work each will perform, including the goods or services to be provided, and the percentage value of such work.
- N. Small Business Enterprise (SBE) means a business entity certified by SBD, providing goods and services, which has an actual place of business in Miami-Dade County and whose three year average gross revenues does not exceed \$5 million. The term Small Business Enterprise shall also include a manufacturer with one hundred (100) employees or less or wholesaler with fifty (50) employees or less without regard to gross revenues whose actual place of business is located in Miami-Dade County. Representations as to a business entity's average gross revenues and payroll shall be subject to audit.

The County Mayor or designee shall be authorized to adjust the SBE/Micro-SBE size limits every five (5) years at his/her discretion based on the Consumer Price Index for All Urban Consumers (CPI-U) calculated by the U.S. Department of Commerce or other appropriate tool of inflation measures as applied to Miami-Dade County for the preceding five (5) years. The first indexing adjustment shall occur for the 2013-2014 calendar year using the figures provided for the calendar year ended December 31, 2012, and every five (5) years thereafter. The County Mayor or designee shall advise the Board of any such adjustment.

- O. Utilization Report means a report completed by the successful bidder on a contract that is set-aside, or on a contract with trade set-asides or subcontractor goals listing all work performed in the past month by the SBE identified in the Schedule of Intent Affidavit and all expenditures paid to date to the identified SBE.
- P. Vendor is one who sells goods and/or services.

II. MANAGEMENT & TECHNICAL ASSISTANCE (MTA) PROGRAM

A. Description

The Department of Small Business Development (SBD) will provide management and technical assistance and community outreach to certified SBEs and Micro Enterprises performing as vendors and providing goods and/or services to Miami-Dade County. These services will be referred to as the "Program."

B. Program Requirements

For Micro/SBE firms to participate in the MTA Program they must meet certain program requirements, which includes regular meetings with SBD and participation in community outreach events.

C. Management and Technical Assistance Services

The Department of Small Business Development will be responsible for providing services to small businesses that should include, but should not be limited to pre- and post-award services and access to business management services. Each firm will be assigned a Technical Assistance Coordinator in order to assess and address their particular needs.

D. Community Outreach

The Department of Small Business Development shall provide community outreach to stimulate the interest of the small business community in the program. The department shall design and implement an outreach program that will communicate the advantages of the program as well as convincing potential participants that contracting opportunities exist. The program shall provide on-going recruitment and assistance to small businesses.

E. Program Restrictions

The following restrictions shall apply to the program applicant:

1. An applicant who exceeds the Small Business Enterprise (SBE) Program size standards after one year of being formally notified is prohibited from continued participation.
2. Firm must have an actual place of business in Miami-Dade County.

3. Loss of certification shall result in prohibition from the program.

III. BONDING AND FINANCIAL ASSISTANCE PROGRAM

A. Program Description

Upon the County Commission's approval of a Bonding and Financial Assistance Program and award of the contracts necessary to implement same, SBEs/Micro Enterprises that are certified and in good standing with Miami-Dade County may be eligible to receive bonding and financial assistance. The County shall establish guidelines and procedures for the implementation of the Financial Assistance program to include eligibility requirements for application.

B. Program Requirements

1. Bond Application Assistance Process

Upon completion of the bond application package, the same shall be reviewed for completeness and thereafter shall be submitted to the entities with whom the County contracts for the Program. Any additional information required by such entities shall be requested directly from the SBE/Micro Enterprise with a copy of such request to SBD staff.

2. Bonding and Financial Application Process

- a. The Program participant will provide all the necessary documentation to complete a Bonding and/or Financial Assistance application. SBD, through partnering relationships with bonding agencies and lending institutions, shall assist SBEs/Micro Enterprises in obtaining bonding and financial assistance.
- b. SBD shall assist the Program participant in preparing and completing the Bonding and/or Financial Assistance application package.
- c. Upon completion of the Bonding and/or Financial Assistance application package, SBD staff will perform a review of the Program participant's application for completeness and thereafter submit same to the entities with whom SBD has partnered for

the Program. SBD staff shall be notified of the approval status of the bonding or loan application.

IV. CERTIFICATION

A. Eligibility Requirements

1. SBD is the County agency responsible for certifying, decertifying and re-certifying applicants for the SBE/Micro Enterprise Program.
2. SBE/Micro Enterprise applicants must be profit-motivated businesses. Not-for-profit or non-profit corporations are not eligible for certification.
3. Only firms that meet size limits of SBEs/Micro Enterprises as to average annual gross revenues for the last three years or in the case of manufacturers and wholesalers - the number of full-time, permanent employees, may be certified as SBEs/Micro Enterprises.
4. Size determinations for SBEs/Micro Enterprises certification eligibility shall take into account the combined gross revenues of the applicant firm and all of its domestic and foreign affiliates or in the case of manufacturers and wholesalers - the number of full-time, permanent employees of the applicant firm and all of its domestic and foreign affiliates. All affiliates of the applicant firm, regardless of whether organized for profit, shall be included. Section F below provides additional information regarding affiliation determinations.
5. Applicants and certified SBEs/Micro Enterprises must be properly licensed to conduct business in Miami-Dade County, must perform a commercially useful function with an actual place of business in Miami-Dade County, must be established for at least one (1) year, and must continue to perform a commercially useful function in Miami-Dade County to be eligible for certification or to remain certified. When determining whether the applicant has an actual place of business in Miami-Dade County, SBD shall consider evidence such as, but not limited to:
 - a. The existence of a Miami-Dade County telephone number in the name of the SBE/Micro Enterprise or the

name with which the SBE/Micro Enterprise is doing business; and

- b. Offices, premises related to business, or other facilities within Miami-Dade County at which the goods or services to be provided are produced or performed.
 - c. Local Business Tax Receipt issued by Miami-Dade County.
6. Interested parties may obtain the certification application from SBD and are encouraged to request an explanation of the certification process. A copy of the certification application and an explanation of the certification process are also available on SBD's Web Page through the County's Internet Portal. The Web Page address is <http://www.miamidade.gov/sba>.

B. Terms of Certification

1. Certification for an SBE/Micro Enterprise firm is valid for a three (3) year period. Certification for SBE/Micro Enterprises is continuous within the three year period with the firm's submission of an Affidavit for Continuing Eligibility. SBD shall require that all SBE/Micro firms, in order to continue eligibility, submit an affidavit for Continuing Eligibility annually on or before the Anniversary Date. The Affidavit for Continuing Eligibility shall include, at a minimum:
 - a. Most recent, signed, complete business tax return(s) or extension(s) for the firm and all affiliates.
 - b. Current business, professional licenses and certifications, and Local Business Tax Receipt issued by Miami-Dade County.
 - c. Current lease agreement or warrantee deed for the firm's actual place of business.
 - d. Notarized, sworn affiliation affidavit.
2. Additional supporting documentation may be required by SBD to verify eligibility.

3. SBD will take the following action if a SBE/Micro firm's Affidavit for Continuing Eligibility is not received on or before the Anniversary Date:
 - a. SBD shall prepare a "Notice of Certification Removal".
 - b. SBD shall mail the Notice to the SBE/Micro firm.
 - c. SBD shall allow the SBE/Micro firm fifteen (15) days from the date of the notice to provide the "Affidavit for Continuing Eligibility" and supporting documentation.
 - d. If the SBE/Micro firm does not provide the "Affidavit for Continuing Eligibility" and supporting documentation within the timeframe stipulated above, SBD shall decertify the firm and notify the firm of the writing of the decertification.
 - e. The "Notice of Certification Removal" will be dated the day following the deadline established pursuant to "c." above.
4. An SBE/Micro Enterprise firm, its individual officers, its shareholders, its qualifying agent or its affiliated businesses that has been denied certification or continuing eligibility, or that has been decertified, is not eligible to apply for certification for twelve (12) months from the time of the denial or, decertification. Graduating firms may be eligible to reapply for certification, after filing and submitting their most recent corporate tax return subsequent to graduation, if and only if, said tax return was not previously considered.
5. An SBE/Micro Enterprise must be certified by the applicable type of goods and/or services it provides in accordance with the applicable NAICS/NIGP Commodity Code in which the SBE/Micro Enterprise is licensed (if applicable.) An SBE/Micro Enterprise can be certified in more than one NAICS/NIGP Commodity Codes. SBD will determine the appropriate codes for certification under the program based on the licenses held by the firm and experience submitted to SBD.
6. A business owner, alone or as a member of a group, shall own or control only one SBE/Micro Enterprise firm. If a non-SBE/Micro Enterprise in the same or similar line of business as an SBE/Micro Enterprise has an equity ownership of such

SBE/Micro Enterprise that exceeds ten (10) percent, the SBE/Micro Enterprise shall not be certified or recertified.

7. Certified SBEs/Micro Enterprises shall provide written notice to SBD of any changes that affect their eligibility as SBEs/Micro Enterprises. SBEs/Micro Enterprises shall submit a Change Request Form and supporting documentation describing the nature of the change, and the effective date of the change(s) to SBD within thirty (30) calendar days of the effective date of the change(s). Change Request Forms will be available on-line or upon receipt of written notification from the firm. This form must be completed and returned to SBD in order for the change to be processed by SBD.
8. An SBE/Micro Enterprise must have a valid certification in effect at time of bid submittal. For successful bidders, certification must be maintained from bid award throughout the duration of the agreement. With the exception of graduation from the SBE/Micro Enterprise program, loss of SBE/Micro Enterprise certification may lead to removal of the firm from continued participation in the SBE/Micro Enterprise program. SBD staff shall not be limited to Eligibility Review Meetings (ERMs) and/or site visits when attempting to determine continuing compliance with certification requirements.

C. Certification Process

1. SBD shall collect, analyze and verify all information needed to establish the eligibility of an applicant and continued eligibility of SBEs/Micro Enterprises.
2. SBD shall not certify an applicant, shall not grant continuing eligibility an SBE/Micro Enterprise, and shall decertify an SBE/Micro Enterprise who:
 - a. Fails to comply with the criteria or procedures of the SBE Ordinance, this Implementing Order and/or participation provisions;
 - b. Fails to complete the application process;
 - c. Fails to provide full disclosure;
 - d. Falsifies information; or

- e. Has been debarred by the County.
- 3. SBD shall certify each SBE/Micro Enterprise by the type of good and/or service it performs in accordance with the applicable NAICS/NIGP code(s).
- 4. SBD shall give written notice, including the reasons for its decision, to applicants who are denied certification and to SBEs/Micro Enterprises who are decertified, or denied continuing eligibility, or have graduated.
- 5. SBD may require applicants and SBEs/Micro Enterprises to submit information regarding their business operations including, but not limited to, a breakdown of the applicant's or SBE's/Micro Enterprise's ownership and gross annual sales receipts.
- 6. SBD shall provide written procedures and/or forms for continuing eligibility to certified SBEs/Micro Enterprises no later than thirty (30) calendar days prior to their anniversary date.
- 7. SBD shall maintain and publish an updated list of SBEs/Micro Enterprises, identifying each listed based on each NAICS/NIGP commodity code(s) by which the SBE is certified.

D. Decertification

- 1. If during the period of certification, the County receives information that an SBE/Micro Enterprise received certification improperly or that the firm no longer qualifies to be certified as an SBE or Micro Enterprise, then SBD shall conduct an investigation of the allegations.
- 2. SBD shall decertify the firm if the investigation indicates that:
 - a. The firm cannot be contacted at the last known address;
 - b. The firm is no longer in business;
 - c. The firm is no longer licensed to do the type of business for which it was certified;

- d. The firm obtained its original certification and/or recertification through false representation or deceit; or
 - e. The firm has been debarred by Miami-Dade County.
3. When decertifying an SBE/Micro Enterprise, SBD shall either:
- a. Give notice to the SBE/Micro Enterprise that the decertification decision will be effective at the completion of any appeal under this Implementing Order; or
 - b. Suspend the certification of the SBE/Micro Enterprise during any appeal of the decertification decision.

E. Affiliation Determination

General: Only small firms that meet size limits of SBEs as to average annual adjusted gross revenues for the last three years or number of employees for manufacturers and/or wholesalers may be certified as SBEs. Size determinations for SBE shall take into account the combined gross revenues and/or employees of the applicant firm and all of its domestic and foreign affiliates. All affiliates of the applicant firm, regardless of whether organized for profit, shall be included.

- 1. Affiliation: Firms are considered affiliates of each other when either directly or indirectly:
 - a. One firm controls or has the power to control the other, or
 - b. A third party or parties controls or has the power to control both, or
 - c. An identity of interest between or among parties exists such that affiliation may be found.
- 2. In determining whether affiliation exists, consideration shall be given to all appropriate factors, including but not limited to common ownership, related business lines or related scopes of work, common facilities, common management, and contractual relationships. Examples of affiliation include:

- a. Nature of control in determining affiliation
 - 1) Every firm is considered to have one or more parties who directly or indirectly control or have the power to control it. Control may be affirmative or negative and it is immaterial whether it is exercised so long as the power to control exists.
 - 2) Control can arise through stock ownership; occupancy of director, officer or key employee positions; contractual or other business relations; or combinations of these and other factors.
 - b. Identity of interest between and among persons as an affiliation determinant. Affiliation can arise between or among two or more persons with an identity of interest, such as members of the same family or persons with common investments in more than one firm. In determining who controls or has the power to control a firm, persons with an identity of interest may be treated as though they were one person.
3. Affiliation through stock ownership.
 4. Affiliation through common management. Affiliation generally arises where officers, directors, or key employees serve as the majority or otherwise as the controlling element of the board of directors and/or the management of another firm.
 5. Affiliation through common facilities. Affiliation generally arises where one firm shares office space and/or employees and/or other facilities with another firm, particularly where such firms are in the same or related industry or field of operations, or where such firms were formerly affiliated.
 6. Affiliation with a newly organized firm. Affiliation generally arises where former officers, directors, principal stockholders, and/or key employees of one firm organize a new firm in the same or a related industry or field of operation, and serve as its officers, directors, principal stockholders, and/or key employees, and the firm is furnishing or will furnish the other firm with sub-consulting agreements, financial or technical assistance, proposal or

performance bond indemnification, and/or other facilities, whether for a fee or otherwise.

7. Affiliation through contractual relationships. Affiliation generally arises where one firm is dependent upon another firm for consulting agreements and business to such a degree that its economic viability would be in jeopardy without such agreements/business.
8. Affiliation under joint venture arrangements

V. JOINT VENTURES BIDDING ON CONTRACTS WITH SBE MEASURES

- A. Bidders who are joint ventures, one of whose venturers is an SBE, may receive credit towards meeting an SBE contract measure where the joint venture has been approved by SBD in accordance with this Implementing Order. Joint ventures must be lawfully established as business entities with actual places of business in Miami-Dade County.
- B. Joint Ventures must be approved by SBD prior to bid submittal. A joint venture is permissible only where the SBE/Micro Enterprise lacks the necessary capacity to perform the contract on its own and the agreement is fair and equitable and will be of substantial benefit to the SBE/Micro Enterprise. However, where SBD concludes that an SBE/Micro Enterprise brings only its certification as contribution to the joint venture relationship SBD will not approve the joint venture. A Joint Venture Agreement is complete when it includes all required supporting information.
- C. The SBE/Micro Enterprise member of the joint venture shall be responsible for a distinct clearly defined portion of work of the contract and whose share in the capital contribution, control management, risks and profits of the joint venture are commensurate with its ownership interest.
- D. Agreements establishing joint ventures shall be in writing and shall specify work and financial risk assumed by the SBE/Micro Enterprise.
- E. Bid and contract documents shall require that the portion of the work to be performed by the SBE/Micro Enterprise member of the joint venture be set forth in detail separately from the work to be performed by the non-SBE/Micro Enterprise member.

- F. A joint venture agreement must specify the distribution of profits for the Joint Venture and must specify what the combined SBE or Micro Enterprise participants will receive and the specified percentage of the profits earned by the Joint Venture.
- G. Joint ventures must submit, prior to bid or proposal submission, a Joint Venture Agreement containing the following:
1. A description of the financial contribution of each member;
 2. A list of the personnel and equipment used by each member;
 3. A detailed breakdown of the responsibility of each member and the work to be performed by each member;
 4. An explanation of how profits and/or losses will be distributed;
 5. A description of any management or incentive fees for the member;
 6. A statement of the percentage of the joint venture that is owned and controlled by the qualifying members and the basis for such percentages; and
 7. A copy of any required State certificates or registrations.
- H. Joint ventures with at least fifty-one (51) percent SBE membership may bid on set-aside contracts valued \$500,000 and above. The SBE/Micro Enterprise participant in the joint venture shall count towards meeting any subcontract goal with that portion of the total dollar value of the contract equal to the distinct clearly defined portion of the work that the SBE/Micro Enterprise performs.
- I. If the SBE member of the joint venture is unable to perform at anytime during the contract period, the non-SBE member shall subcontract with an SBE to provide the services to be provided by the prior SBE member. The non-SBE member must request approval for the change from SBD by submitting a request in writing addressed to the Director of SBD through the Contracting Officer. The request must include a Schedule of Intent Affidavit and verification from the SBE member that it is unable to perform. The Compliance Monitor shall review the request and make a recommendation regarding the SBE subcontractor to the Contracting Officer.

VI. PROGRAM MANAGEMENT

A. Contracts \$50,000 and Under

1. County Departments/agencies that issue or use contracts are required within the fiscal year to expend a minimum 10% of the total value of contracts for goods and/or services \$50,000 and under with Micro Enterprises. An automatic 10% bid preference will be applied to bids/quotes submitted by Micro Enterprises. The preference amount shall be deducted from the total bid or quoted price in order to calculate the price to be used for evaluation. County Departments are also required to solicit bids or quotes from at least four firms where available (two available certified Micro Enterprises and two non-certified firms).
2. SBD shall review reports of the utilization of Micro Enterprises and shall inform departments failing to meet the requirements set forth herein, and shall report awards to Micro Enterprises to the BCC bi-annually.

B. Contracts Greater than \$50,000

1. Prior to advertisement, each contract, purchase, or blanket purchase of goods or services in excess of fifty thousand dollars (\$50,000), and each purchase order that may accumulate an aggregate amount greater than fifty thousand dollars (\$50,000) shall be reviewed for the application of contract measures.
2. Departments shall submit contracts to SBD to review for the application of measures and shall work in conjunction with SBD in making a recommendation. SBD shall seek concurrence with the issuing and user departments when making a recommendation. Departments shall advise SBD of any contract advertisement dates that are in excess of 120 days of the initial RC recommendation. Departments shall also advise SBD of any projects not advertised within 180 days of the recommendation. Those contracts not advertised within 180 days will be re-submitted to SBD for reconsideration.
3. Department shall advise SBD of any changes in bid specifications, post award changes and all contracts with measures that are cancelled.

4. The County Mayor or designee may approve emergency purchases with measures that meet the County's definition of emergency. Such measures shall be submitted to SBD for ratification.
5. Standard participation provisions shall be included in all contract documents with applied measures unless SBD approves substitute proposal documents.

VII. CONTRACT ADMINISTRATION

A. Pre-Award Compliance Review

1. Bid documents shall require bidders to submit a completed Schedule of Intent Affidavit at the time of bid submission identifying all SBEs to be utilized to meet the subcontractor goal, the commodity code of the work each will perform, the dollar value of such work, and incorporating the prompt payment obligations and rights provided by the SBE Program. Upon notification from SBD, bidders are allowed up to 48-hours to cure correctable defects on the Schedule of Intent Affidavit. Correctable defects may include: percentage of work not identified for subcontractor on Schedule of Intent Affidavit signed by subcontractor, no signature of subcontractor on the Schedule of Intent Affidavit and no signature of prime contractor on the Schedule of Intent Affidavit. Non-correctable defects may include: blank Schedule of Intent Affidavit and listing of non-certified subcontractor. Failure to correct defects within 48 hours of notification by SBD may be deemed non-responsive. Failure to submit the required Schedule of Intent Affidavit shall deem the bid/proposal non-responsive.
2. The Compliance Monitor shall notify the bidder in writing stating the facts and the reasons on which the non-compliance is based. Upon notification from SBD, the bidder may request a meeting in writing within two business days from the date of the notification of non-compliance. The bidder shall supply further relevant information as required by the Compliance Monitor. No new altered Schedule of Intent Affidavit will be accepted.
3. The Compliance Monitor shall issue a written recommendation to the Contracting Officer that includes facts and reasons for the bidder's compliance or noncompliance.

VIII. APPLICATION OF CONTRACT MEASURES

A. Set-asides:

The County Commission or Public Health Trust may determine it is in its best interest to waive competitive bidding or selection requirements and set-aside a contract for SBEs where, prior to bid advertisement, there are at least three (3) available SBEs to perform the set-aside contract.

B. Subcontractor Goals:

A recommendation to apply a subcontractor goal is appropriate when there are three or more certified firms available to provide the portion of the contract.

C. Bid Preference:

1. A 10% percent bid preference shall apply to contracts \$1 million or less and 5% percent on projects greater than \$1 million that are not set-aside. The preference shall be utilized for bid evaluation, and shall not affect the contract price. SBEs are not accorded a bid preference on contracts under \$50,000. Contract documents shall include standard language indicating the application of a bid preference.
2. On contracts on which a preference is applied, SBD shall conduct a periodic review of contracts hereunder and will prepare a report to the issuing department's director.

D. SBE Selection Factor

1. Any bidder that is an SBE or a joint venture with an SBE, shall be accorded a selection factor on RFPs, RFQs, and RFIs for contracts greater than \$50,000 that are not set-aside for bidding solely by SBEs. Contract documents shall include standard language indicating the application of a selection factor.

E. Review Process

1. SBD shall publish a list of projects under review daily on the department's webpage. SBD shall review the proposed contracts and the departmental recommendations. Should SBD and the Department(s) not reach consensus, on recommended measures or goals, and when public input

requires deliberation regarding the measure/goal the contract will go through the Review Committee Process, as detailed below. Upon obtaining departmental concurrence with the recommended measure, SBD shall post projects and recommended goals daily on the SBD web page.

2. SBD shall consider public comments in writing on projects pre- and post measure or goal recommendations.
3. All projects with recommended measures shall contain language to allow for public comment to be submitted to SBD within 36 hours of posting via a designated email address or mail.
4. All advertised projects shall contain language to allow for public comments to be submitted to SBD within 36 hours of date of advertisement via a designated email address or mail. SBD and the contracting department shall review comments and make recommendations, as applicable, to the Mayor or designee.
5. Changes to goal recommendations, approved by the Mayor or designee, as a result of public comment shall require issuance of an addendum to the project advertisement.

F. Review Committee Process

SBD is responsible for recommending to the Mayor or designee whether to apply SBE set-asides or subcontractor goals to a contract. The Mayor or designee may accept, reject, modify or otherwise alter SBD's or Review Committee's recommendation.

1. All recommendations shall be agreed upon between SBD and the contracting department, prior to final recommendation to the Mayor or designee.
2. The Mayor or designee shall establish a standing Review Committee (RC) to meet periodically, or as often as needed, to review projects in which consensus was not established between SBD and the contracting department and when public input requires deliberation regarding the measure/goal. The RC will make recommendations to the Mayor or designee.
3. The RC shall conduct public deliberations and make recommendations whether to apply SBE set-asides or

subcontractor goals to a contract. The Mayor or designee may accept, reject, modify or otherwise alter SBD's or Review Committee's recommendation.

4. The standing members of the RC shall be: Director, Public Works Department; Director, Office of Capital Improvements; Director, Department of Procurement Management; a rotating Director of the County's capital departments or their designees; and a County Manager appointed Chairperson. A quorum of the RC shall be three (3) members. Staff support shall be provided to the Review Committee by SBD.
5. SBD shall staff the RC and make recommendations of measures to the RC and County Mayor or designee.
6. The RC shall meet as needed. SBD shall timely publish meetings, listing the meeting location, date, and time. All RC meetings are subject to Government-in-the-Sunshine requirements. The chair shall allow participation of the public at RC meetings consistent with accomplishing the agenda of the RC.
7. The RC shall have authority to promulgate rules of general application to carry out its responsibilities, which rules are subject to review and approval by the County Mayor or designee.
8. The RC may, after public deliberation and consideration of alternatives, accept, reject, modify or otherwise alter the staff recommendation. The County Mayor or designee may accept, reject, modify or otherwise alter SBD's recommendations. The Board of County Commissioners may accept, reject, modify or otherwise alter the County Manager's recommendations. The Mayor may accept or veto the Board of County Commissioners' recommendations. In accordance with the policy established by the Board of County Commissioners, the Board of County Commissioners may overrule the Mayor's veto.

IX. BIDDER'S RESPONSIBILITY WHERE A SBE SUBCONTRACTOR GOAL IS APPLIED:

Bid documents to which an SBE subcontractor goal is applied shall require bidders to submit a signed Schedule of Intent Affidavit at the time of bid submission identifying all SBEs to be utilized to meet the SBE subcontractor goal. Each Schedule of Intent Affidavit shall specify the scope of work and commodity code the SBE will perform if appropriate,

including the type goods or services the SBE will provide. Bidders/proposers shall be allowed up to 48-hours to cure correctable defects in the Schedule of Intent Affidavit. The Successful Bidder shall enter into a written subcontract agreement for approval, corresponding in all respects to the Successful Bidder's Schedule of Intent Affidavit to include the type of goods and services the SBE is to provide and the percentage and price. Each subcontract agreement shall incorporate the prompt payment obligations and rights provided by the Small Business Enterprise Program.

X. PROMPT PAYMENT:

It is the County's intent that all firms, including SBEs and Micro Enterprises providing goods and services to the County, shall receive payments promptly in order to maintain sufficient cash flow. The prime vendor in direct privity with the SBE must notify the SBE, the managing agency and SBD, in writing, of those amounts billed by the SBE that are in dispute, and the specific reasons why they are in dispute, within fourteen (14) calendar days of submittal of such billing by the SBE/Micro Enterprise. Failure of the prime vendor to comply with the applicable requirements of this Section shall result in the forfeiture of the right to use the dispute as justification for not paying the SBE and payment shall be forthcoming.

A. Contracting Officer's Responsibilities

1. The Contracting Officer administering a contract with an SBE measure shall forward undisputed billings from SBE/Micro Enterprise prime contractors to the Finance Department for payment within 14 calendar days of receipt of such billings.
2. The Contracting Officer must notify the SBE/Micro Enterprise prime contractor and SBD, in writing, of those amounts billed by the SBE/Micro Enterprise that are in dispute, and the specific reasons why they are in dispute, within fourteen (14) calendar days of submittal of such billing by the SBE/Micro Enterprise. Failure of the Contracting Officer to comply with the applicable requirements of this Section shall result in the forfeiture of the right to use the dispute as justification for not paying the SBE/Micro Enterprise and payment shall be forthcoming from the County by the next billing date or 30 calendar days from receipt of billing, whichever is less.
3. An SBE/Micro Enterprise prime contractor may invoice the County 1% interest per month for any undisputed amount that is not paid promptly as provided by this subsection.

4. SBD may investigate reported instances of late payment to SBEs/Micro Enterprises.
5. Departments shall report disputed invoices to the Board on a quarterly basis.

XI. POST AWARD COMPLIANCE AND MONITORING

- A. SBD shall monitor and enforce the compliance of the vendor with the requirements of this Implementing Order, and any related program requirements, during the duration of the contract and may monitor for up to one year after notice of completion of the work or full payment of contract obligations, whichever comes last.
- B. Successful Bidders and SBE/Micro Enterprises shall permit the County to have access during normal business hours to all books and records relating to the compliance with the contract measure applied to the contract or relating to compliance with certification requirements. This right of access shall be granted for one year after completion of the work or full payment of contract obligations, whichever comes last, or for one year after the expiration of SBE certification.
- C. Successful Bidders and SBEs/Micro Enterprises shall permit the County to have access to employees performing work during normal business hours in order to conduct visual inspections and interviews that may be conducted private when necessitated by County staff.
- D. Successful Bidders and SBEs/Micro Enterprises shall comply with all reporting requirements established by SBD. Failure to comply with the reporting requirements may result in the imposition of contractual sanctions or administrative penalties by the County.
- E. In the event that during the performance of a contract containing an SBE subcontractor goal, an SBE is not able to provide the services specified in the Schedule of Intent Affidavit submitted at the time of bid, the Successful Bidder must locate an SBE to substitute. The Successful Bidder must receive approval for substitution from SBD. A Successful Bidder that cannot secure a substitute SBE must provide a written statement to the Compliance Monitor.
- F. SBD shall be responsible for monitoring the performance of the Successful Bidder regarding compliance with a contract measure applied to the contract. The Compliance Monitor may, at his or her

discretion, investigate deviations in the utilization of SBEs from that required by the contract and make recommendations regarding compliance to the Contracting Officer. The Contracting Officer shall not make a final determination without a recommendation regarding compliance from the Compliance Monitor. Deviations from the contract measure stated in the contract that shall be monitored include, but are not limited to:

1. Termination of an SBE's subcontract agreement
2. Reduction in the scope of work to be performed by an SBE
3. Modifications to the terms of payment or price to be paid to an SBE
4. Failure to enter into a contract with an SBE being utilized to meet a contract measure

G. If, after execution of a subcontract agreement, the Successful Bidder submits a written request to the Contracting Officer and demonstrates to the satisfaction of the Contracting Officer that, as a result of a change in circumstances beyond his/her control of which he/she was not aware and could not reasonably have been aware, until subsequent to the date of execution of such subcontract, an SBE, who entered into such subcontract has committed a material breach of the subcontract agreement, the Successful Bidder shall be entitled to exercise such rights as may be available to him/her to terminate the subcontract agreement. The procedures of paragraphs H and I below apply to this paragraph.

H. County's Determination of Bidder's Excusal or Termination of SBE Subcontract Agreement.

If the Successful Bidder at any time submits a written request to the Contracting Officer under the prior two paragraphs, the Contracting Officer as soon as practicable, shall determine whether the Successful Bidder has made the requisite demonstration, and shall not determine that such a demonstration has not been made without first providing the Successful Bidder, upon notice, an opportunity to present pertinent information and arguments. The procedures of paragraph I below apply to this paragraph.

I. Alternative Subcontracts.

If the Successful Bidder is excused from entering into a subcontract or rightfully terminates a subcontract under this Implementing Order

and without such subcontract the Successful Bidder will not achieve the level of SBE participation upon which the contract was awarded, the Successful Bidder shall make every reasonable effort to propose and submit a Schedule of Intent Affidavit and enter into an alternative subcontract or subcontracts for the same work to be performed by another available SBE as appropriate, for a subcontract price or prices totaling not less than the subcontract price under the excused or terminated subcontract, less all amounts previously paid thereunder. The Successful Bidder must submit to the Compliance Officer a Schedule of Intent Affidavit and subcontract agreement with the new SBE and provide all documentation required by the County. A Successful Bidder that cannot secure a substitute SBE must provide all supporting documentation required by the County. The procedures of paragraphs 1 and 2 below apply to this paragraph:

1. The Compliance Monitor may require the Successful Bidder to produce such information, as the Compliance Monitor deems appropriate and may obtain further information from other sources. The Compliance Monitor shall make his/her recommendation under this paragraph to the Contracting Officer and forward a copy to the bidder.
2. The Contracting Officer will consider objections to the Compliance Monitor's recommendation only if such written objections are received by the Contracting Officer within five business days from the Successful Bidder's receipt of the Compliance Monitor's recommendation. The Contracting Officer with or without a hearing, and as he/she in his/her discretion may determine, will reply to the Successful Bidder's written objection within ten business days of receipt of these objections.

XII. CONTRACTUAL SANCTIONS

- A. Bid and contract documents shall provide that, notwithstanding any other penalties or sanctions provided by law, a bidder's or SBE/Micro Enterprise's violation of or failure to comply with the Small Business Enterprise Program Ordinance and this implementing order may result in the imposition of one or more of the following sanctions:
 1. The suspension of any payment or part thereof until such time as the issues concerning compliance are resolved;
 2. Work stoppage; or

3. Termination, suspension, or cancellation of the contract in whole or part.
- B. In the event a bidder or SBE/Micro Enterprise attempts to comply with the provisions of this implementing order through fraud, misrepresentation, or material misstatement, the County shall, whenever practicable, terminate the contract or require the termination or cancellation of the subcontract for the project on which the bidder or SBE committed such acts. In addition, and as a further sanction, the County may impose any of the above-stated sanctions on any other contracts and subcontracts the bidder or SBE has on other County projects. In each instance, the bidder or SBE shall be responsible for all direct and indirect costs associated with such termination or cancellation including attorney's fees and costs. The bidder or SBE/Micro Enterprise may also be subject to debarment.
 - C. The foregoing notwithstanding, the Mayor or designee shall include language in all prospective projects containing an SBE goal which provides that, in addition to any other sanction for failure to fulfill the SBE goal requirements for such contract, the contractor's eligibility to receive any future County contract shall be conditioned upon the contractor making up the deficit in SBE participation in such future contract by having SBEs perform work equal to double the dollar value of the deficiency in the SBE goal in the prior contract.
 - D. The foregoing obligation shall be in addition to any SBE goal otherwise applicable to the future contract. The procedures for making up the SBE deficit shall follow SBD policy.
 - E. Some of the contractual violations that may result in the imposition of sanctions listed in this implementing order include, but are not limited, to the following:
 1. An SBE/Micro Enterprise serving as a conduit for SBE work awarded to a firm as an SBE, but which is being performed by a non-SBE firm;
 2. A prime vendor not meeting SBE contract measure;
 3. Not obtaining or retaining SBE/Micro Enterprise certification while performing work designated for SBE/Micro Enterprise firms;
 4. Failure to timely submit utilization reports;

5. Failure to comply with SBE/Micro Enterprise certification requirements, including not maintaining a place of business in Miami-Dade County, not reporting organizational and operational changes, providing inaccurate or false information, and other certification related violations;
6. Failure to maintain certification;
7. Deviations from the SBE Schedule of Intent Affidavit without prior approval from SBD;
8. Termination of the SBE's Schedule of Intent Affidavit without prior approval from SBD;
9. Reduction of the scope of work of a first tier SBE subcontract without prior approval from SBD; and
10. Modifications to the terms and/or prices of payment to an SBE without prior approval from SBD.
11. Failure to comply with the Living Wage Ordinance pursuant to Section 2-8.9 of the Code of Miami-Dade County.

XIII. Administrative Penalties

Administrative penalties may range from de-certification to debarment. The County Mayor or designee may impose, notwithstanding any other provision of this section, one or more of the following penalties for violation of or noncompliance with this implementing order and bid documents:

- A. The exclusion from county contracting and subcontracting for a specified period of time, not to exceed three (3) years, of a contractor, its individual officers, its shareholders with significant interests, and its affiliated businesses.
- B. The loss of eligibility to be certified as an SBE or Micro Enterprise for a specified period of time, not to exceed three (3) years, for an applicant or a SBE or Micro Enterprise, its individual officers, its shareholders with significant interests, and its affiliated businesses.
- C. Where a contractor, its individual officers, shareholders with significant interests, or its affiliated businesses, attempts to comply with the provisions of this implementing order through fraud, misrepresentation, or material misstatement, all such individuals and entities participating in the fraud, misrepresentation or material misstatement shall be excluded from County contracting, and SBE

or Micro Enterprise certification for a specified period of time, not to exceed 5 years.

- D. If any individual or corporation, partnership or other entity, or any individual officer, shareholder with significant interests, director or partner of such entity or affiliated business of such entity participates in an attempt to comply with the provisions of this implementing order through fraud, misrepresentation, or material misstatement, all such individuals and entities participating in the fraud, misrepresentation or material misstatement shall be excluded from County contracting, subcontracting, and SBE or Micro Enterprise certification, for a specified period of time, not to exceed five (5) years.
- E. If the determination of the County Mayor or designee is that the contractor or subcontractor failed to comply and that such failure was pervasive, the Mayor or designee may order that the contract work be suspended or terminated, and that the non-complying contractor or subcontractor and the principal owners and/or qualifying agent thereof be prohibited from bidding on or otherwise participating in County construction contracts for a period not exceed three (3) years.
- F. If the determination of the County Mayor or designee is that the contractor or subcontractor failed to comply and that such failure was limited to isolated instances and was not pervasive, the County Mayor or designee may, in the case of a goal deficit, order a penalty amount to be withheld from the contractor for such noncompliance as follows: for the first deficit, a penalty in an amount equal to 10% of the amount thereof; for the second deficit, a penalty in an amount equal to 20% thereof; for the third and successive deficits, a penalty in an amount equal to 30% thereof. A fourth violation and finding of noncompliance, shall constitute a default of the subject contract and shall be cause for suspension or termination in accordance with the contract's terms and debarment in accordance with the debarment procedures of the County. Monies received from payment of penalties imposed hereunder shall be deposited in a separate account and shall be utilized solely to defray SBD's costs of administering Section the program.
- G. If the required payment is not made within thirty (30) days of the administrative hearing or final resolution of any appeal there from, the non-complying contractor or subcontractor and the principal owner(s) and qualifying agent(s) thereof shall be prohibited from bidding on or otherwise participating in County construction contracts for a period not to exceed three (3) years.

XIV. Appeals Process

- A. Any firm that is denied certification, decertified, or issued a determination of noncompliance with the requirements of this Implementing Order, Section 2-8.1.1.1.1, Code of Miami-Dade County, as amended, or implementing bid documents may appeal such action. The Compliance Monitor shall notify the affected party, in writing, setting forth the reasons for the determination and advising of this appeals process. The affected party may appeal the determination by filing a written appeal with the Director of SBD within thirty (30) days of receipt of the notice. This appeals process does not apply to appeals of decisions made pursuant to bid documents implementing the SBE program when such bid documents provide procedures for appeals of such decisions.
- B. Decisions by the County Mayor under this Implementing Order shall be final.
- C. PROCEDURES FOR ADMINISTRATIVE HEARING:

The procedure for administrative hearings shall provide that:

- 1. SBD will schedule a hearing date before a hearing officer, upon timely receipt of a request for an administrative hearing along with a \$250 nonrefundable filing fee to appeal certification denial, decertification or a determination of non-compliance with the requirements of this Implementing Order, section 2-8.1.1.1.1, Miami-Dade County, as amended, or implementing bid documents.
- 2. The prevailing party shall not incur any additional expenses, fees or penalties. The unsuccessful appellant shall be responsible for all additional fees, costs and penalties associated with the appeal.
- 3. SBD shall serve upon the firm, contractor (or subcontractor) and/or lessee a notice of hearing within five (5) working days of the appointment of the administrative hearing officer. Such notice shall include:
 - a. A copy of SBD's determination of non-compliance, as appropriate, outlining alleged prohibited practices upon which it is based;

2. The County Mayor or designee shall appoint as many administrative hearing officers as are deemed necessary. Every effort will be made to ensure that the appointment of hearing officers reflect the diversity of the demographics of Miami-Dade County. Appointments shall be made for a term of one (1) year. Any administrative hearing officer may be reappointed at the discretion of the County Mayor, subject to ratification by the Clerk of the Board of County Commissioners. There shall be no limit on the number of reappointments that may be given to any individual administrative hearing officer; provided, however, that a determination as to reappointment must be made for each administrative hearing officer at the end of his or her one-year term. The County Mayor shall have the authority to remove administrative hearing officers at any time. Appointments to fill a vacancy shall be for the remainder of the unexpired term.
3. Administrative hearing officers shall not be County employees but shall be compensated for their services.
4. The Miami-Dade County Attorney's Office shall serve as general counsel to the administrative hearing officer.

This Implementing Order is hereby submitted to the Board of County Commissioners of Miami-Dade County, Florida.

County Manager

Approved by the County Attorney as
to form and legal sufficiency

EXHIBIT 5

FEDERAL AVIATION ADMINISTRATION (FAA)
PROVISIONS

FEDERAL AVIATION ADMINISTRATION (FAA) PROVISIONS

Compliance with Nondiscrimination Requirements

During the performance of this contract, the Architect/Engineer, for itself, its assignees, and successors in interest (hereinafter referred to as the "Consultant") agrees as follows:

1. **Compliance with Regulations:** The Consultant (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The Consultant, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Consultant will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the Consultant for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Consultant of the Consultant's obligations under this contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The Consultant will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish the information, the Consultant will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a Consultant's noncompliance with the Nondiscrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a) Withholding payments to the Consultant under the contract until the Consultant complies; and/or

- b) Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The Consultant will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, Required Contact Provisions Issued on January 29, 2016 Page 19 AIP Grants and Obligated Sponsors Airports (ARP) unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Consultant will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Consultant becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Consultant may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the Consultant may request the United States to enter into the litigation to protect the interests of the United States.
7. During the performance of this contract, the Consultant, for itself, its assignees, and successors in interest (hereinafter referred to as the "Consultant") agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:
- a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
 - b) 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
 - c) The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
 - d) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
 - e) The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
 - f) Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
 - g) The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation

Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and consultants, whether such programs or activities are Federally funded or not);

- h) Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- i) The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123 (prohibits discrimination on the basis of race, color, national origin, and sex);
- j) Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- k) Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- l) Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.

The Consultant has full responsibility to monitor compliance to the referenced statute or regulation. The Consultant must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as

if given in full text. Consultant must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Consultant retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Consultant must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

AFFIDAVITS

Contract No. E17-MDAD-02B-2

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

This sworn statement is submitted for:

PROJECT TITLE: PROFESSIONAL SERVICES AGREEMENT FOR GENERAL MEP ENGINEERING AND DESIGN SERVICES FOR MIAMI-DADE AVIATION DEPARTMENT.

PROJECT NUMBER: E17-MDAD-02B

COUNTY OF MIAMI-DADE

STATE OF FLORIDA

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

That he/she is the duly authorized representative of

GARTEK ENGINEERING CORPORATION

(Name of Entity)

7210 SW 39 TERRACE, MIAMI, FL 33155

(Address of Entity)

5 / 9 - 2 / 0 / 3 / 2 / 3 / 8 / 8
Federal Employment Identification Number

hereinafter referred to as the Entity being its

VICE PRESIDENT

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

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

AFF-1

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

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

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

3. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 - "1 A predecessor or successor of a person convicted of a public entity crime; or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate."

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

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

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

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

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

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

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

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

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

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

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

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

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

Affirmation of Vendor Affidavits

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

Contract No. E17-MDAD-02B Federal Employer Identification No. (FEIN): 59-2032388

Contract Title: Professional Services Agreement for General MEP Engineering & Design Services for Miami-Dade Aviation Department.

Affidavits and Legislation/Governing Body

1.	<i>Miami-Dade County Ownership Disclosure Sec. 2-8.1 of the County Code</i>	6.	<i>Miami-Dade County Vendor Obligation to County Sec. 2-8.1 of the County Code</i>
2.	<i>Miami-Dade County Employment Disclosure County Ordinance No. 90-133, amending Section 2-8-1(d)(2) of the County Code</i>	7.	<i>Miami-Dade County Code of Business Ethics Article 1, Section 2-8.1(f) and 2-11(b)(1) of the County Code through (f) and (g) of the County Code and County Ordinance No. 00-1 amending Section 2-11.1 (a) of the County Code</i>
3.	<i>Miami-Dade County Employment Drug-free Workplace Certification Sec. 2-8.1.2(b) of the County Code</i>	8.	<i>Miami-Dade County Family Leave Article 7 of Chapter 11 of the County Code</i>
4.	<i>Miami-Dade County Disability Non-Discrimination Article 1, Section 2.8.1.5 Resolution R182-00 amending R-385-95</i>	9.	<i>Miami-Dade County Living Wage Sec. 2-8.9 of the County Code (If applicable)</i>
5.	<i>Miami-Dade County Debarment Disclosure Section 10-38 of the County Code</i>	10.	<i>Miami-Dade County Domestic Leave and Reporting Article 8, Section 11A-60, 11A-67 of the County Code</i>

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

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

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

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

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

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

Mel F. Garcia
(Signature of Authorized Representative)

Mel F. Garcia

(Print Name of Authorized Representative)

Title Vice President

Date June 7, 2019



Notary Public Information

Notary Public - State of Florida County of Miami-Dade

Subscribed and sworn to (or affirmed) before me this 7th day of June 2019

by Mel F. Garcia He or she is personally known to me or has produced I.D.

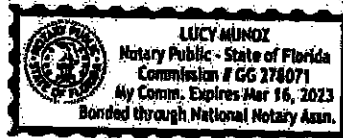
Type of identification produced N/A

Lucy Munoz
Signature of Notary Public
March 16th, 2023
Expiration Date

GG 278071
Serial Number

Lucy Munoz
Print or Stamp of Notary Public

Notary Public Seal



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

FEIN # 59-2032388

Firm Name of Prime Contractor/Proposer: **GARTEK ENGINEERING CORPORATION**
 Professional Services Agreement for General MEP Engineering & Design Services for Miami-Dade Aviation Dept. contract No. E17-IMDAD-02B
 Project/Contract Number

In accordance with Sections 2-8.1, 2-8.8 and 10.34 of the Miami-Dade County Code, this form must be submitted as a condition of award by all bidders/Proposers on County contracts for purchase of supplies, materials or services, including professional services which involve expenditures of \$100,000 or more, and all bidders/Proposers on County or Public Health Trust construction contracts which involve expenditures of \$100,000 or more. The bidder/Proposer who is awarded this bid/contract shall not change or substitute first tier subcontractors or direct suppliers or the portions of the contract work to be performed or materials to be supplied from those identified, except upon written approval of the County. The bidder/Proposer should enter the word "NONE" under the appropriate heading of this form if no subcontractors or suppliers will be used on the contract and sign the form below.


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

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

Business Name and Address of First Tier Subcontractor/ Subcontractant	Principal	Owner	Scope of Work to be Performed by Subcontractor/ Subcontractant	Principal Owner						Employee(s)												
				(Enter the number of male and female owners by race/ethnicity)						(Enter the number of male and female employees and the number of employees by race/ethnicity)												
				Gender	White	Black	Hispanic	Asian/Pacific Islander	Other	Gender	White	Black	Hispanic	Asian/Pacific Islander	Other							
ROBERT L. BETANCOURT, P.E., LEED AP	✓	✓		M	1							M	15	9	3	2	15	2				
Mel F. Garcia, P.E., LEED AP	✓	✓		M	1							M										

Mark here if race, gender and ethnicity information is not available and will be provided at a later date. This data may be submitted to Contracting/User department or on-line to the Small Business Development Division of the Regulatory and Economic Resources Department at <http://new.miamidade.gov/business/business-development.sdb>.

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


 Signature of Bidder/Proposer

ROBERT L. BETANCOURT
 PRESIDENT
 Print Name

JUNE 10th, 2019
 Date
 SUBJ 100 Ray 672

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

(Insert Here)

AFF-7



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

GARTEK ENGINEERING CORPORATION FAIR SUBCONTRACTORS POLICIES AND PROCEDURES

It is the policy of Gartek Engineering Corporation to allow equal opportunities for subcontracting to as many qualified Subcontractors as possible.

1. **Affirmative Action.** Gartek Engineering Corporation does not discriminate on the basis of race, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, gender identity and expression, disability or genetic information.
2. **Notification.** Gartek Engineering Corporation notifies the broadest number of qualified local Subcontractors of the opportunity to be awarded a subcontract.
3. **Invitation.** Gartek Engineering Corporation invites via e-mail, telephone, and/or mail all qualified local Subcontractors to submit bids in a practical, expedient way.
4. **Disclosure.** Gartek Engineering provides local qualified Subcontractors access to information necessary to prepare and formulate a subcontracting bid.

Contract Award. Gartek Engineering Corporation awards subcontracts based on full and complete consideration of all submitted proposals and in accordance with the bidder's stated objectives.

AFF-7

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

(Insert Here)

AFF-9

State of Florida

Department of State

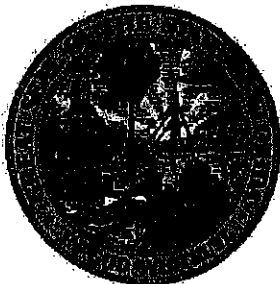
I certify from the records of this office that GARTEK ENGINEERING CORPORATION is a corporation organized under the laws of the State of Florida, filed on October 16, 1980.

The document number of this corporation is F09585.

I further certify that said corporation has paid all fees due this office through December 31, 2019, that its most recent annual report/uniform business report was filed on January 3, 2019, and that its status is active.

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

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Third day of January, 2019*



Ken Detzner
Secretary of State

Tracking Number: CC1622319152

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

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

Miami-Dade County

Contractor Due Diligence Affidavit

Per Miami-Dade County Board of County Commissioners (Board) Resolution No. R-63-14, County Vendors and Contractors shall disclose the following as a condition of award for any contract that exceeds one million dollars (\$1,000,000) or that otherwise must be presented to the Board for approval:

- (1) Provide a list of all lawsuits in the five (5) years prior to bid or proposal submittal that have been filed against the firm, its directors, partners, principals and/or board members based on a breach of contract by the firm; Include the case name, number and disposition;
(2) Provide a list of any instances in the five (5) years prior to bid or proposal submittal where the firm has defaulted; include a brief description of the circumstances;
(3) Provide a list of any instances in the five (5) years prior to bid or proposal submittal where the firm has been debarred or received a formal notice of non-compliance or non-performance, such as a notice to cure or a suspension from participating or bidding for contracts, whether related to Miami-Dade County or not.

All of the above information shall be attached to the executed affidavit and submitted to the Procurement Contracting Officer (PCO)/ AE Selection Coordinator overseeing this solicitation. The Vendor/Contractor attests to providing all of the above information, if applicable, to the PCO.

Contract No. : E17-MDAD-02B Federal Employer Identification Number (FEIN): 59-2032388
Contract Title: MEP General Engineering and Design Services B

Mel F. Garcia, P.E., LEED AP Vice President
Printed Name of Affiant Printed Title of Affiant Signature of Affiant
GARTEK ENGINEERING CORPORATION

Name of Firm Date
7210 SW 39 TERRACE, MIAMI FLORIDA 33155
Address of Firm State Zip Code

Notary Public Information

Notary Public - State of FLORIDA County of MIAMI-DADE

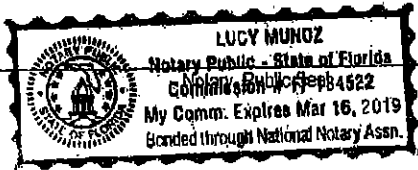
Subscribed and sworn to (or affirmed) before me this 10th day of October 20 18

by Mel F. Garcia He or she is personally known to me [X] or has produced identification

Type of Identification produced N/A

Lucy Munoz Signature of Notary Public FF 184522 Serial Number

Lucy Munoz 3/16/2019
Print or Stamp of Notary Public Expiration Date



CERTIFICATE OF INSURANCE

Contract No. E17-MDAD-02B-2

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/02/2019

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

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

PRODUCER Collinsworth InsurRisk Mgmt Services Inc P.O. Box 661628 Miami Springs FL 33266	CONTACT NAME: Erin E Collinsworth PHONE (A/C): (786) 930-4795 FAX (A/C): (786) 930-4784 EMAIL ADDRESS: erin@collinsworthinsurance.com
INSURER(S) AFFORDING COVERAGE	NAIC#
INSURER: Arch Insurance Company	21150
INSURER: Travelers Ind. Co.	25658
INSURER: Travelers Ind Co of CT	25682
INSURER: Travelers Cas & Surety Co	19038
INSURER:	
INSURER#:	

COVERAGES **CERTIFICATE NUMBER:** Cert ID 2427 **REVISION NUMBER:**

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

TYPE	TYPE OF INSURANCE	ADDITIONAL INSURED (YES/NO)	POLICY NUMBER	POLICY EXP (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-SUBJECT <input type="checkbox"/> LOC OTHER:	Y	6607A395728	09/29/2018	09/29/2019	EACH OCCURRENCE \$ 1,000,000 CHANGE TO RENTED PREMISES (EA OCCURRENCE) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		8X7A778381	09/29/2018	09/29/2019	COMBINED SINGLE LIMIT (EA ACCIDENT) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTIONS 10,000		CUP-2L455676	09/29/2018	09/29/2019	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
D	WORKERS COMPENSATION AND EMPLOYERS LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	DBE7001170	09/29/2018	09/29/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER EL EACH ACCIDENT \$ 1,000,000 EL DISEASE - EA EMPLOYEE \$ 1,000,000 EL DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional liability		FAAMP0034481 Claims Made Basis	09/29/2018	09/29/2019	Each Claim \$ 2,000,000 Policy Aggregate \$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Contract No. M17-MDAD-628
 When required by written contract, Miami Dade County is listed as additional insured, excluding professional services, on the general liability. The issuing companies will provide 30 days notice of cancellation, except 10 days for non payment of premium.

APPROVED
 JUN 17 2019

CERTIFICATE HOLDER Miami-Dade Aviation Department Indya Minnie	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE FURNISHED IN ACCORDANCE WITH THE POLICY PROVISIONS. MDAD RISK MANAGEMENT AND SUPPORT SERVICES AUTHORIZED REPRESENTATIVE Erin E Collinsworth
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Mechanical, Electrical,
Plumbing and Fire
Protection Engineers

**AUTOMOBILE LIABILITY AFFIDAVIT
OWNED AUTO LIABILITY COVERAGE**

Gartek Engineering Corporation does not own any vehicles.

In the event the named entity acquires any vehicles throughout the term of this agreement, Gartek Engineering Corporation agrees to provide proof of "Any Auto" coverage in accordance with the agreement. Such coverage shall be provided to Miami-Dade County Miami-Dade Aviation Department within five (5) business days of acquisition.

Signed: 

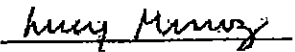
Print Name: Robert L. Betancourt, P.E., LEED AP
Title: President

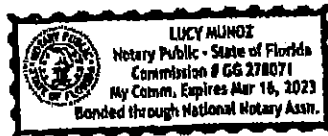
State of Florida
County of: Miami-Dade

Sworn to and subscribed before me this 10th day of June A.D. 2019

By: Robert L. Betancourt, personally known or produced identification No

Type of identification produced: N/A


Notary Public, State of Florida



**Gartek Engineering Corporation
DBE MWBE SBE CBE LEED AP**

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Palm Beach office: 6801 Lake Worth Road, Suite 117 - Greenacres FL 33467 - T 561-249-3431 - F 561-249-3472
Broward office: 2700 North 29th Av #303 - Hollywood, FL 33020 - T 954-404-8100 - F 954-404-8133
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