

**Date:** July 6, 2023

**To:** Honorable Chairman Oliver G. Gilbert, III  
and Members, Board of County Commissioners

**From:** Daniella Levine Cava  
Mayor *Daniella Levine Cava*

**Subject:** Contract Award Recommendation for a Professional Services Agreement for Aviation Acoustical and Land Use Compatibility Planning Services to Environmental Science Associates Corporation, Contract No. E22-MDAD-02A

Agenda Item No. 8(A)(3)

Resolution No. R-579-23

**SUMMARY**

This item is recommending the County to enter into a Professional Services Agreement (PSA) with Environmental Science Associates Corporation (ESA) for the provision of professional acoustical and land use compatibility planning services to the Miami-Dade Aviation Department (MDAD or Aviation Department). These services are necessary in order for the Aviation Department to monitor and provide the Federal Aviation Administration (FAA) with information related to the environmental impacts of aircraft performance, fuel consumption, emissions, noise, and air quality for all airports within the County's airport system. The scope of work includes but is not limited to: studies related to airport/community land use compatibility issues, aircraft noise monitoring studies, airspace flight track management studies, environmental assessments, environmental impact studies, Federal Aviation Regulations (FAR) Part 150 noise compatibility studies, noise modeling using FAA models, and wildlife hazard management studies. Additionally, all work performed by ESA will be done in accordance with FAA and MDAD standards. Furthermore, there may be National Environmental Policy Act (NEPA) compliance requirements that need to be met for the FAA to approve certain documents.

This is one of two award recommendations for the provision of identical acoustical and land use planning services. The other award recommendation (Contract No. E22-MDAD-02B) is on today's agenda to Landrum and Brown, Inc. as a companion item.

A review of the County's Capital Improvements Information System (CIIS) showed the recommended vendor, ESA, has an average evaluation score of 3.9 out of a possible maximum score of 4.0, which is indicative of superior performance. (See Attachment A: Contractor Evaluations Report).

According to the Firm History Report, as provided by the Small Business Development Division of the Internal Services Department, ESA has not been awarded any contracts as Prime Contractor within the last three (3) years. However, for the time period 2011-2016, ESA has been awarded a total of two (2) contracts as a Prime Contractor with a total value of \$1,102,625. (See Attachment B: A/E Firm History Report).

**RECOMMENDATION**

It is recommended that the Board of County Commissioners (Board) approve a competitive award of a PSA to ESA entitled: "Professional Services Agreement for Aviation Acoustical and Land Use Compatibility Planning Services for Miami-Dade Aviation Department, Contract No. E22-MDAD-02A" in the maximum amount of \$501,250, inclusive of \$1,250 for the Office of the County's Inspector General.

This contract is for a five (5) year term with no renewal options and is not project specific.

### **SCOPE**

The scope of work will benefit the airports as well as their surrounding communities as the scope includes aircraft noise monitoring studies, airspace flight track management studies and environmental assessments and studies.

The impact of this agenda item is countywide as it involves the County's airport system. Services will be provided to the following County airport facilities: Miami-Opa Locka Executive Airport (OPF) in District 1 represented by Chairman Oliver G. Gilbert, III; Miami International Airport (MIA) in District 6 represented by Commissioner Kevin M. Cabrera; Miami Homestead General Aviation Airport (X51) in District 9 represented by Commissioner Kionne L. McGhee; Miami Executive Airport (TMB) in District 11 represented by Commissioner Roberto J. Gonzalez; and Dade Collier Training and Transition Airport (TNT) in District 12 represented by Commissioner Juan Carlos Bermudez.

On July 7, 2022, Small Business Development Division determined that a "No Measure" Small Business Enterprise Architectural/Engineering (SBE-A/E) goal would be applied to this project due to the fact that no small business firms are certified in the technical category: Aviation Acoustical and Land Use Compatibility Planning - 23.00.

### **DELEGATED AUTHORITY**

This Board authorizes the County Mayor or County Mayor's designee to exercise the provisions thereof, including the authority to execute Contract No. E22-MDAD-02A and the authority to exercise the termination provisions, and to exercise all relevant authority granted the County Mayor or County Mayor's designee pursuant to Sections 2-285 and 2-285.2 of the Miami-Dade County Code.

### **BACKGROUND**

Since 2003, by way of the County's competitive process, ESA has been providing the Aviation Department comprehensive acoustical and land use compatibility planning services. With the Board's approval of Contract No. E22-MDAD-02A, ESA will continue to provide its expertise and experience in the areas noted below.

- Airport/community land use compatibility issues
- Aircraft noise monitoring studies
- Airspace flight track management studies
- Environmental Assessments
- Environmental Impact Studies - noise abatement studies and noise modeling using the latest available FAA models.
- FAR Part 150 Studies
- Wildlife Hazard Management Studies

The work authorized by this PSA will begin only after a service order is issued to ESA by the Aviation Department. Work will continue based upon the issuance of subsequent service orders. Each service order shall specify the scope of work including the deliverables, the time of completion, and the total compensation amount for the services authorized.

The five-year term of this PSA becomes effective upon the execution of the agreement by all parties, the term shall remain effective until all services are completed or until those service orders in force at the end of the term have been completed or accepted, whichever may be later.

All firms were evaluated in accordance with Section 2-10.4 of the Miami-Dade County Code, Implementing Order 3-34, and Administrative Order 3-39. In accordance with the legislation, Environmental Science Associates Corporation is the recommended firm.

**FISCAL IMPACT/FUNDING SOURCE**

This PSA is valued at \$501,250 for a term of five years with no options to renew. See table below for a breakdown and further details.

<b>Base Contract Amount</b>	<b>Inspector General Fee (Code Section 2-1076)</b>
\$500,000	\$1,250

The project is in the Adopted Budget and Multi-Year Capital Plan. See table below for further details. (See Attachment C: Adopted Budget and Multi-Year Capital Plan FY 2022-23, Page 164)

<b>Funding Source(s)</b>	<b>Index Code</b>	<b>Sub-object Code</b>	<b>Amount</b>	<b>Project No. &amp; Description</b>	<b>Site No.</b>
MDAD Operating Budget			\$501,250	Adopted Budget and Multi-Year Capital Plan FY 2022-23, Page 164)	

See table below for specific funding types, and whether they are applicable to this item.

<b>Funding Type</b>	<b>Applicable (Yes or No)</b>
People’s Transportation Plan (PTP)	No
General Obligation Bond (GOB)	No
American Recovery and Reinvestment Act (ARRA- Economic Stimulus)	No

**TRACK RECORD/MONITOR**

The designated staff contact to track and monitor this contract is Contract Manager: Sylvia Novela, 305-876-7048, [SNovela@flymia.com](mailto:SNovela@flymia.com) and Project Manager Norman Hegedus, 305-876-0464, [NHegedus@flymia.com](mailto:NHegedus@flymia.com).

**PROCUREMENT HISTORY**

The Request to Advertise (RTA) was filed with the Clerk of the Board on August 15, 2022. A total of two (2) proposals were received by the submittal deadline of September 14, 2022.

A No Measure SBE-A/E goal is applied to this project due to the fact that no firms are certified in the technical category. (See Attachment D: Project Worksheet)

Pursuant to County Resolution No. R-62-22, which amended Implementing Order 3-34, and became effective on July 11, 2022, the Competitive Selection Committee (CSC) was provided with all reports and findings of the Office of the Inspector General (OIG) regarding any Proposer and their proposed subcontractor(s) for consideration while scoring in accordance with the applicable criteria identified in the solicitation. On September 20, 2022, the CSC was provided with all reports and findings of the OIG and/or the Commission on Ethics and Public Trust (COE).

On November 16, 2022, at the First-Tier meeting, the CSC evaluated all responsive and responsible proposals and deemed the information sufficient to determine the qualifications of the teams. The CSC was tasked with evaluating the experience and qualifications of the Proposers and scored and ranked the proposals in accordance with the evaluation criteria outlined in the solicitation.

By majority vote, the CSC decided to forego Second-Tier proceedings and recommended the number two ranked firm (ESA) for negotiation of this PSA. See Table A below.

**Table A.**

<b>Firm</b>	<b>Total Adjusted Qualitative Points</b>	<b>Total Adjusted Ordinal Score</b>	<b>Final Ranking</b>
LANDRUM & BROWN INCORPORATED	282	4	1
ENVIRONMENTAL SCIENCE ASSOCIATES CORPORATION	278	5	2

The Negotiation Committee was approved by the County Mayor’s designee on December 5, 2022. (See Attachment E: Negotiation Authorization, List of Respondents and Tabulation Sheets).

The Negotiation Committee negotiated with the second ranked firm (ESA) on February 13, 2023, and March 7, 2023. The Negotiation Committee reached a consensus and finalized negotiations on March 7, 2023.

**VENDOR(S) RECOMMENDED FOR AWARD**

The table below depicts a summary of the recommended firm.

<b>Vendor Name</b>	<b>Principal Address</b>	<b>Local Address</b>	<b>Number of Employee Residents*</b> 1) Miami-Dade County 2) Percentage (%)	<b>Principal</b>
<b>Environmental Science Associates Corporation</b>	<b>575 Market Street, Suite 3700, San Francisco, CA 94105</b>	<b>None</b>	<b>None</b>	<b>Leslie Moulton</b>
			<b>0%</b>	

\*Pursuant to R-1011-15, the percentage of employee residents is the percentage of the vendor’s employees who reside in Miami-Dade County as compared to the vendor’s total workforce. There are no sub-consultants/subcontractors for this project.

**DUE DILIGENCE**

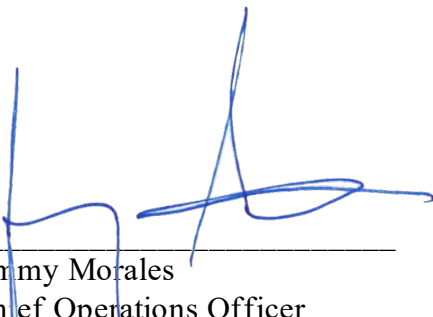
Pursuant to R-187-12, MDAD conducted due diligence in accordance with SPD’s Procurement Guidelines to determine vendor responsibility including verifying corporate status and that no performance or compliance issues exist. The lists referenced include the Capital Improvements Information System, Small Business Development Division database, Sunbiz, Tax Collector’s Office, convicted vendors, debarred vendors, delinquent contractors, suspended vendors, and federal excluded parties list. Also examined as part of this due diligence: Florida Division of Business and Professional Regulation. There were no adverse findings relating to vendor responsibility.

**APPLICABLE ORDINANCES AND MEASURES**

The table below depicts various legislative policies and whether they are applicable to this item.

Title	Legislation	Applicable (Yes or No)	Notations
In-House Capabilities	Resolution R-1204-05	Yes	MDAD determined that it does not have the in-house capabilities or resources to provide information to Federal Aviation Administration (FAA) stakeholders on specific environmental impacts such as: aircraft performance, fuel consumption, emissions, noise, and air quality for all airports in the County’s airport system. The services to be provided also include an independent evaluation and coordination from subject experts with respect to noise modeling, airspace flight track studies, and various airport/community land use studies.
Consultants’ Competitive Negotiation Act	Florida Statute 287.055	Yes	
Local Preference	Code Section 2-8.5	Yes	
Local Certified Veteran Business Enterprise Preference	Code Section 2-8.5.1	Yes	
Small Business Enterprise - Architecture and Engineering	Code Section 2-10.4.01 & Implementing Order 3-32	No	
Small Business Enterprise - Services	Code Section 2-8.1.1.1.1 & Implementing Order 3-41	No	
Small Business Enterprise - Goods	Code Section 2-8.1.1.1.2 & Implementing Order 3-41	No	

Title	Legislation	Applicable (Yes or No)	Notations
Sea Level Rise	Ordinance 14-79	No	Sea Level Rise does not apply as these projects do not include any planning or design work as defined in Ordinance 14-79.
Sustainable Buildings Program	Implementing Order 8-8	Yes	These projects do not require compliance with the Sustainability Buildings Program as they do not include any design work that will result in the construction of a public project as defined in Implementing Order IO 8-8.
Art in Public Places	Code Section 2-11.15	No	
Office of Inspector General Fee	Code Section 2-1076	Yes	\$1,250



---

Jimmy Morales  
Chief Operations Officer

**Signature Page**  
**Contract No: E22-MDAD-02A**  
**Environmental Science Associates Corporation (ESA)**



DIRECTOR OMB

*RL*  
**BUDGET  
APPROVAL  
FUNDS  
AVAILABLE:**

\_\_\_\_\_  
**OFFICE OF MANAGEMENT DATE  
AND BUDGET (OMB)  
DIRECTOR**

**APPROVED AS  
TO LEGAL  
SUFFICIENCY:**

  
\_\_\_\_\_  
**COUNTY ATTORNEY**

*5-2-73*  
\_\_\_\_\_  
**DATE**

  
\_\_\_\_\_  
**COUNTY MAYOR OR  
DESIGNEE**

*5-10-23*  
\_\_\_\_\_  
**DATE**

**CLERK  
DATE**

\_\_\_\_\_  
**DATE**

# Attachment A

## Contractor Evaluations Report

Evaluation Date Start:  End:



## Capital Improvements Information System

### Contractor Evaluations Report (All Contracts)

<u>Dept</u>	<u>Contract</u>	<u>Type</u>	<u>Contractor / Architect Name</u>	<u>Date</u>	<u>Rater</u>	<u>Period</u>	<u>Rate</u>
AV	<a href="#">E02-MDAD-01.E</a>	PSA	<a href="#">ENVIRONMENTAL SCIENCE ASSOCIATES CORPORATION</a>	8/13/2014	Ralph Cutie	Completion of study or design	<a href="#">3.8</a>
AV	<a href="#">E16-MDAD-10.A</a>	PSA	<a href="#">ENVIRONMENTAL SCIENCE ASSOCIATES CORPORATION</a>	3/24/2023	Norman Hegedus	Interim	<a href="#">3.9</a>

Evaluation Count: 2 Contractors: 1 Average Evaluation: 3.9

# Attachment B

## A/E Firm History



## Vendor Profile: Contract Assignments

- [General](#)
- [Public Profile](#)
- [Users](#)
- [Commodity Codes](#)
- [Contacts & Owners](#)
- [Comments](#)
- [Certifications](#)
- [Contracts](#)
- [Concessions](#)
- [Site Visits](#)
- [Workforce Comp/EEO](#)
- [EDP Registrations](#)
- [Docs](#)
- [Reports](#)

**Environmental Science Associates**

System Vendor Number: **20189916**

[Mark As Favorite](#)

View Summary

To **resort** click on column title. To **filter** click on the drop down menu. [Refresh Table](#) [Reset Filters](#) [Download](#)

Assignment Type	Status	Contract Number & Title	Prime Contractor	Assigned Contacts	Dates	Current Value	Paid To Date
All ▼	All ▼	All ▼		All ▼			
Prime	Open	<a href="#">E11-MDAD-01_0002: AVIATION ACOUSTICAL AND LAND USE COMPATIBILITY PLANNING SERVICES (SIC 871)</a>		Gary Oates	11/15/2011 - 11/15/2016	\$551,375	\$415,853
Prime	Open	<a href="#">E16-MDAD-10: Aviation Acoustical and Land Use Compatibility Planning Services</a>		Michael Arnold Donna Gorman	7/15/2016 - 7/14/2021	\$551,250	\$128,483

1 - 2 of 2 records displayed: [Previous Page](#) < Page 1 ▼ > [Next Page](#) Records per page 20 ▼

[Customer Support](#)

Copyright © 2023 B2Gnow. All rights reserved.

[Home](#) | [Print This Page](#) | [Print To PDF](#) | [Translate](#)

# Attachment C

FY 2022-23 Adopted Budget and Multi-Year Capital Plan, Volume 3, Page: 164

## FY 2022 - 23 Adopted Budget and Multi-Year Capital Plan

### OPERATING FINANCIAL SUMMARY

(dollars in thousands)	Actual FY 19-20	Actual FY 20-21	Budget FY 21-22	Adopted FY 22-23	(dollars in thousands)	Total Funding		Total Positions	
					Expenditure By Program	Budget FY 21-22	Adopted FY 22-23	Budget FY 21-22	Adopted FY 22-23
<b>Revenue Summary</b>					<b>Strategic Area: Economic Development</b>				
Aviation Fees and Charges	248,624	301,585	337,658	381,907	Executive	5,127	7,588	15	25
Carryover	86,157	72,207	89,129	87,658	Administration	61,982	67,604	160	154
Commercial Operations	160,832	173,292	201,660	254,967	Business Retention and Development	8,408	10,313	50	54
Non-Operating Revenue	97,591	58,043	41,000	76,500	Commercial Operations	38,589	40,258	0	0
Other Revenues	89,233	47,508	71,377	44,505	Facilities Development	22,113	24,029	63	63
Rental Income	116,031	194,045	165,801	176,128	Facilities Management	155,972	178,102	454	453
Total Revenues	798,468	846,680	906,625	1,021,665	Finance and Strategy	15,061	15,410	73	75
<b>Operating Expenditures</b>					Operations	46,084	52,208	438	451
<b>Summary</b>					Policy Advisement	9,393	5,953	49	25
Salary	105,930	108,457	113,034	123,101	Public Safety and Security	93,395	106,271	154	159
Fringe Benefits	37,930	38,301	45,642	49,886	Non-Departmental	59,514	61,854	0	0
Court Costs	103	0	287	287	Policy and External Affairs	0	3,945	0	23
Contractual Services	96,441	137,712	130,321	152,584	Total Operating Expenditures	515,638	573,535	1,456	1,482
Other Operating	119,036	92,609	122,261	131,191					
Charges for County Services	91,250	93,958	100,456	113,637					
Capital	1,332	798	3,637	2,849					
Total Operating Expenditures	452,022	471,835	515,638	573,535					
<b>Non-Operating Expenditures</b>									
<b>Summary</b>									
Transfers	274,238	261,222	303,329	354,708					
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	87,658	93,422					
Total Non-Operating Expenditures	274,238	261,222	390,987	448,130					

# Attachment D

## Project Worksheet



# Small Business Development Division

## Project Worksheet

Project/Contract Title: Aviation Acoustical and Land Use Compatibility Planning Services Received Date: 6/22/2022

Project/Contract No: E22-MDAD-02 Funding Source: MDAD Operating Budget

Department: Aviation

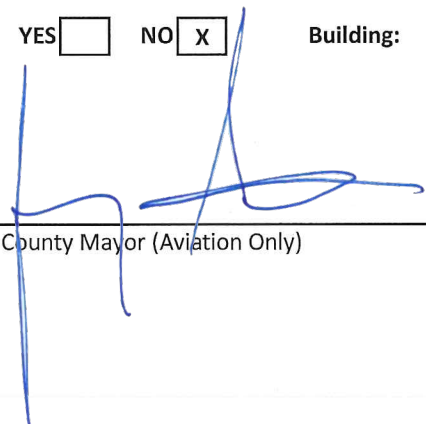
Estimated Cost of Project/Bid: \$1,002,500.00

Description of Project/Bid: Aviation Acoustical and Land Use Compatibility Planning services will be provided on a project specific basis for Miami-Dade Aviation Department's Noise & Environmental Planning Program / Airside Operations. The project / studies which the department may implement are based on the following areas: Airport / community land use compatibility issues.

Contract Measures Recommendation		
Measure	Program	Goal Percent
No Measure	SBE-A/E	
Reasons for Recommendation		
SMALL BUSINESS ENTERPRISE – ARCHITECTURE & ENGINEERING (SBE-A/E)		
SBD reviewed this project pursuant to Implementing Order 3-32 for SBE-A/E measures. Project information analyzed included the project's scope of services, estimated project cost, minimum requirements/qualifications and funding source.		
This project does not have Responsible Wages due to it being an SBE A/E.		
A No Measure SBE-A/E goal is applied to this project due to no firms certified in the Technical Category.		
MDC-TCC 23 AVIATION ACOUSTICAL AND LAND USE COMPATIBILITY PLANNING.		

Living Wages: YES  NO  Highway: YES  NO  Heavy Construction: YES  NO

Responsible Wages: YES  NO  Building: YES  NO

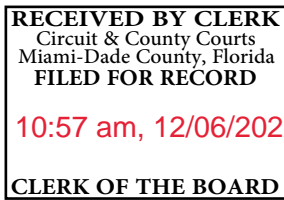
  
County Mayor (Aviation Only)

7/7/22

Date

# Attachment E

Negotiation Authorization, List of  
Respondents and Tabulation Sheets



# Memorandum

**Date:** December 2, 2022

**To:** Namita Uppal, C.P.M.  
Director and Chief Procurement Officer  
Strategic Procurement Department

**Through:** Lydia Osborne, Ph.D., C.P.P.O, C.P.P.B., NIGP-CPP  
Strategic Procurement Division Director *Lydia Osborne*  
Strategic Procurement Department

**From:** Ana M. DaSilva *Ana DaSilva*  
A/E Consultant Selection Coordinator  
Competitive Selection Committee Coordinator

**Subject:** NEGOTIATION AUTHORIZATION  
Miami-Dade Aviation Department  
Aviation Acoustical and Land Use Compatibility Planning Services  
ISD Project No. E22-MDAD-02

---

The Competitive Selection Committee has completed the evaluation of the proposals submitted in response to the referenced Strategic Procurement Department (SPD) solicitation and consistent with the guidelines published in the Notice to Professional Consultants.

**ISD Project No.:** E22-MDAD-02

**Project Title:** Aviation Acoustical and Land Use Compatibility Planning Services

**Scope of Services Summary:** The scope of services to be provided by the selected Architectural and Engineering firms in reference to Aviation Acoustical and Land Use Compatibility Planning services will be on a project-specific basis for Miami-Dade Aviation Department's Noise and Environmental Planning Program / Airside Operations. The project/studies that the Department may implement are based on the following areas: Airport/community land use compatibility issues, Aircraft noise monitoring studies, Airspace flight track management studies, Environmental Assessments (EA), Environmental Impact Studies (EIS), Noise abatement studies and noise modeling using the latest available FAA models, FAR Part 150 studies, and Wildlife Hazard Management Studies.

**Term and Estimated Cost of Contract:** The County intends to retain two (2) qualified consultants/team of firms for two (2) separate non-exclusive Professional Services Agreements (PSA), for a term of five (5) years. Each PSA has total maximum compensation of five hundred one thousand two hundred fifty dollars (\$501,250.00), inclusive of the Inspector General Fee in accordance with Ordinance 97-215.

**Small Business Enterprise Measure:** On July 7, 2022, the Internal Services Department's Small Business Development Division established "No Measure" for this project.

**Advertisement Date:** August 15, 2022

**Number of Proposal(s) Received:** Two (2) proposals were received by the submittal deadline of September 14, 2022.

MDC017

**Analysis of Market Availability:** Because fewer than three (3) firms submitted proposals in response to the solicitation, and in accordance with the requirements of the Notice to Professional Consultants, market research was performed. On September 20, 2022, the final recommendation from the market research was to proceed with the evaluation of the two (2) proposals. Please refer to the attached Analysis of Market Availability.

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

**Selection Process:** The Architectural and Engineering professional services solicitation process is a two-tiered selection process; First Tier is the Evaluation of Experience and Qualifications, and Second Tier is the Oral Presentations. The First Tier is 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 demonstrated through an oral presentation from firms.

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.

**Office of the Inspector General (OIG) / Office of the Commission on Ethics and Public Trust (COE) Reports:** Pursuant to County Resolution No. R-62-22, which amended Implementing Order 3-34, and became effective on July 11, 2022, the Competitive Selection Committee was provided with all reports and findings of the OIG and/or the COE produced on September 20, 2022 regarding any Proposer and their proposed subcontractor(s) for consideration while scoring in accordance with the applicable criteria identified in the solicitation.

**First Tier Results:** The First Tier meeting was held on November 16, 2022. 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. The Competitive Selection Committee scored all responsive proposals. During the evaluation process, all ties were broken using the standard tie-breaking procedure, as described in Section 3.3, Proposal Evaluation, 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 Strategic Procurement Department hereby requests that the County Mayor or County Mayor's designee approve the following Negotiation Committee:

- Ana M. DaSilva, A&E Consultant Selection Coordinator, Strategic Procurement Department
- Norman Hegedus, Section Chief, Miami-Dade Aviation Department
- Winfred So, Aviation Planner, Miami-Dade Aviation Department
- Heidi Anthony, Airport Operation Supervisory, Miami-Dade Aviation 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 two (2) separate non-

exclusive Professional Services Agreements for this solicitation, in accordance with the Competitive Selection Committee's recommendation:

**RANKING OF RESPONDENTS**

**Landrum & Brown Incorporated**

Final Ranking – 1  
Total Adjusted Ordinal Score – 4  
Total Adjusted Qualitative Points – 282

**Environmental Science Associates Corporation**

Final Ranking – 2  
Total Adjusted Ordinal Score – 5  
Total Adjusted Qualitative Points – 278


Pursuant to the Cone of Silence legislation included in the Conflict of Interest and Code of Ethics Ordinance, and Section 2-11.1 of the Code of Miami-Dade County, the County Mayor or County Mayor's 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's or County Mayor's 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 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 satisfactory agreements 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 Strategic Procurement Department, Architectural and Engineering Unit.

Approved:

  
Digitally signed by Namita Uppal  
DN: cn=Namita Uppal,  
o=Miami Dade County,  
ou=Chief Procurement Officer,  
email=uppaln@miamidadegov,  
c=US  
Date: 2022.12.05 23:00:17  
-05'00'

Namita Uppal, C.P.M.  
Director and Chief Procurement Officer

Date

**Attachments:**

1. Project Sheet
2. Analysis of Market Availability
3. List of Respondents

4. First Tier Tabulation Sheet

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

## ANALYSIS OF MARKET AVAILABILITY

<b>ISD Project No.:</b>	E22-MDAD-02
<b>ISD Project Name:</b>	Aviation Acoustical and Land Use Compatibility Planning Services
<b>Department:</b>	Miami-Dade County Aviation Department (MDAD)
<b>Submittal Date:</b>	September 14, 2022
<b>Submittals Received:</b>	Two (2)
<b>A&amp;E Coordinator:</b>	Ana DaSilva
<b>Prepared on:</b>	September 19, 2022

### BACKGROUND:

MDAD Project No. E22-MDAD-02, Aviation Acoustical and Land Use Compatibility Planning Services, was advertised on August 15, 2022. This solicitation was advertised to seek two (2) A/E Consultants to perform Aviation Acoustical and Land Use Compatibility Planning services. The selected Consultants will be on a project-specific basis for MDAD's Noise and Environmental Planning Program / Airside Operations. The project/studies that may be implemented are based on the following areas:

- Airport/community land use compatibility issues.
- Aircraft noise monitoring studies.
- Airspace flight track management studies.
- Environmental Assessments (EA).
- Environmental Impact Studies (EIS).
- Noise abatement studies & noise modeling using the latest available FAA models.
- FAR Part 150 studies.
- Wildlife Hazard Management Studies.

Each PSA has a total maximum compensation of \$501,250.00.

The Notice to Professional Consultants (NTPC) for this solicitation included the following A/E Technical Certification requirements:

### **23.00 Aviation Acoustical and Land Use Compatibility Planning (Prime)**

The Miami-Dade County Small Business Enterprise (SBE) assigned No Measures for this project.

Two (2) proposals were received by INFORMS on September 14, 2022.

Section 3.2 of the Notice To Professional Consultants' states the following: "In the event that the County receives fewer than three proposals, the County may, in consideration of the nature of the project (specialized scope of services, technical certifications required, preclusion language, potential for organizational conflict of interest, project priority, etc.), elect to proceed with the proposal(s) received which are determined to be responsive and responsible."

## ANALYSIS OF MARKET AVAILABILITY:

Prior to the advertisement of the NTPC, a Consultant Survey was attached to the Future Solicitation document posted for two (2) weeks on July 20, 2022. No questions or comments were received from any firms or individuals during those two (2) weeks or afterwards regarding any difficulties in joining or teaming with other firms. Additionally, the Architectural and Engineering (A/E) Unit conducted analysis of the market availability which showed eight (8) firms were registered with the county and technically satisfied to perform the requested work as a Prime Consultant.

The INFORMS report shows that 666 A/E firms were notified of this solicitation. Additionally, during the project briefing meeting held on August 24, 2022, to which six (6) industry representatives attended, no one raised any issues or concerns regarding any apparent project participation restrictions or limitations. Due to the very specialized nature of the project and the award amount, a limited number of firms will consider competing for the selection in this project. Furthermore, the SBD CM Review form states that "No Possible opportunities for Small Business opportunities due to no availability of firms because of the specialized nature of the project".

## RECOMMENDATION:

MDAD has expressed its need of promptly selecting two (2) A/E Consultants to perform Aviation Acoustical and Land Use Compatibility Planning services. This project was Pre-Advertised as a Future Solicitation on July 20, 2022, for a period of two (2) weeks, and no questions or comments were received from the public. Furthermore, the formal advertisement period for this project was a month, from August 15, 2022, to September 14, 2022.

Based upon the above facts, and MDAD's need for these services, it is recommended that the two (2) proposals received electronically via INFORMS be considered and evaluated through the A/E process.

*Ana DaSilva*

---

Ana DaSilva  
A/E Consultant Selection Coordinator  
Internal Services Department

September 20, 2022

Date

*Pamela Victoria*

09/20/2022



MIAMI DADE COUNTY  
INTERNAL SERVICES DEPARTMENT

LIST OF RESPONDENTS

**Project Name:** AVIATION ACOUSTICAL AND LAND USE COMPATIBILITY PLANNING SERVICES

**Project No.:** E22-MDAD-02

**Measures:** NO MEASURES

**No. of Agreements:** 2

**Contract Type:** PROJECT SPECIFIC

**Submittal Date:** 09/14/2022

**Team No.:** 1

**Prime Name:** ENVIRONMENTAL SCIENCE ASSOCIATES CORPORATION

**Trade Name:**

**Prime Local Preference:** No

**FEIN No.:** 941698350

**Team No.:** 2

**Prime Name:** LANDRUM & BROWN INCORPORATED

**Trade Name:**

**Prime Local Preference:** No

**FEIN No.:** 311095645

- | <b>Sub-Consultants Name</b>   | <b>Trade Name</b>       | <b>Subs FEIN No.</b> |
|-------------------------------|-------------------------|----------------------|
| a. RES FLORIDA CONSULTING LLC | E SCIENCES INCORPORATED | 593667002            |

**FIRST TIER MEETING  
NOVEMBER 16, 2022**

**MIAMI-DADE AVIATION DEPARTMENT (MDAD)  
AVIATION ACOUSTICAL AND LAND USE COMPATIBILITY PLANNING  
SERVICES**

ISD PROJECT NO. E22-MDAD-02

**TABULATION SHEET  
ISD PROJECT NO. E22-MDAD-02**

						COMPETITIVE SELECTION COMMITTEE																		
						NORMAN HEGEDUS (MDAD)	WINFRED SO (MDAD)	FRANCESCA TAYLOR (TPO)	ELVIRA AMENTA (WASD)	HEIDI ANTHONY (MDAD)	SUB-TOTAL			TOTAL & ADJ. QUALITATIVE SCORE	TOTAL ADJ. ORDINAL SCORES	ORDINAL RANKING	FINAL RANK							
<b>1</b>	<b>ENVIRONMENTAL SCIENCE ASSOCIATES CORPORATION (NON-LOCAL)</b>	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	99	86	88	91	100	237	464	278	5	2	2										
			Dropped Ordinal Scores	2	2	1	2	1	237						468									
			Dropped Qualitative Scores	2	86	86	100	21																
			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																					
			<b>2</b>		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	100	88								86	94	100	237	282	4	1	1	
			Dropped Ordinal Scores	1		1	2	1								2	237	468						
			Dropped Qualitative Scores	1		86	86	100								21								
			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																					
<b>3</b>		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	50		45	45	47		50	237	282	4	1		1								
Dropped Ordinal Scores	20		17	15		19	20	237	468															
Dropped Qualitative Scores	20		18	18		18	20																	
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																								
<b>4</b>			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	5	3	3			5	5				25				282	4	1	1		
Dropped Ordinal Scores	5			3	5	5	25			237	468													
Dropped Qualitative Scores	5			3	3	5	21																	
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																								
<b>5</b>		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	1	1	2					1	2	237	282	4	1	1						
Dropped Ordinal Scores	1			1	2	1	2	237	468															
Dropped Qualitative Scores	100			86	86	100	21																	
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																								

Ana DaSilva, Chairperson



**MEMORANDUM**  
(Revised)

**TO:** Honorable Chairman Oliver G. Gilbert, III  
and Members, Board of County Commissioners

**DATE:** July 6, 2023

**FROM:**   
Gen Bonzon-Keenan  
County Attorney

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

Please note any items checked.

- "3-Day Rule" for committees applicable if raised
- 6 weeks required between first reading and public hearing
- 4 weeks notification to municipal officials required prior to public hearing
- Decreases revenues or increases expenditures without balancing budget
- Budget required
- Statement of fiscal impact required
- Statement of social equity required
- Ordinance creating a new board requires detailed County Mayor's report for public hearing
- No committee review
- Applicable legislation requires more than a majority vote (i.e., 2/3's 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)(3)  
7-6-23

RESOLUTION NO. \_\_\_\_\_ R-579-23

RESOLUTION APPROVING PROFESSIONAL SERVICES AGREEMENT BETWEEN MIAMI-DADE COUNTY AND ENVIRONMENTAL SCIENCE ASSOCIATES CORPORATION, FOR AVIATION ACOUSTICAL AND LAND USE COMPATIBILITY PLANNING SERVICES, CONTRACT NO. E22-MDAD-02A IN AN AMOUNT NOT TO EXCEED \$501,250.00 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 PROVISION 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:

**Section 1.** This Board approves the award of the Professional Services Agreement to between Miami-Dade County and Environmental Science Associates Corporation, for Contract No. E22-MDAD-02A, in an amount not to exceed \$501,250.00 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 provisions thereof, including the termination provision contained therein.

**Section 2.** This Board authorizes the County Mayor or County Mayor's designee to exercise the provisions thereof, including the authority to execute Contract No. E22-MDAD-02A and the authority to exercise the termination provisions, and to exercise all relevant authority granted the County Mayor or County Mayor's designee pursuant to sections 2-285 and 2-285.2 of the Miami-Dade County Code.

The foregoing resolution was offered by Commissioner **Danielle Cohen Higgins**, who moved its adoption. The motion was seconded by Commissioner **Juan Carlos Bermudez** and upon being put to a vote, the vote was as follows:

Oliver G. Gilbert, III, Chairman	<b>aye</b>		
Anthony Rodríguez, Vice Chairman	<b>aye</b>		
Marleine Bastien	<b>aye</b>	Juan Carlos Bermudez	<b>aye</b>
Kevin Marino Cabrera	<b>aye</b>	Sen. René García	<b>absent</b>
Roberto J. Gonzalez	<b>aye</b>	Keon Hardemon	<b>absent</b>
Danielle Cohen Higgins	<b>aye</b>	Eileen Higgins	<b>aye</b>
Kionne L. McGhee	<b>aye</b>	Raquel A. Regalado	<b>absent</b>
Micky Steinberg	<b>aye</b>		

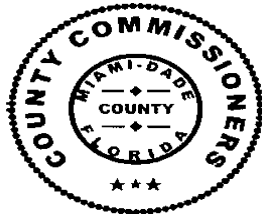
The Chairperson thereupon declared this resolution duly passed and adopted this 6<sup>th</sup> day of July, 2023. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an 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

JUAN FERNANDEZ-BARQUIN, CLERK

**Basia Pruna**

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



Approved by County Attorney as to form and legal sufficiency. *DMM*

David M. Murray

---

**PROFESSIONAL SERVICES AGREEMENT FOR  
AVIATION ACOUSTICAL AND LAND USE  
COMPATIBILITY PLANNING SERVICES FOR MIAMI-  
DADE AVIATION DEPARTMENT  
CONTRACT NO. E22-MDAD-02 A**

---

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

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

**and the Consultant:** **Environmental Science Associates Corporation  
5404 Cypress Center Drive, Suite 125  
Tampa, FL 33609**

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

**For the Project:** **Aviation Acoustical and Land Use Compatibility Planning Services**

The Consultant shall provide Aviation Acoustical and Land Use Compatibility Planning services on a project-specific basis for Miami-Dade Aviation Department's Noise & Environmental Planning Program / Airside Operations. The project/studies that the department may implement are based on the following areas:

- Airport/community land use compatibility issues.
- Aircraft noise monitoring studies.
- Airspace flight track management studies.
- Environmental Assessments (EA).
- Environmental Impact Studies (EIS).
  - Noise abatement studies & noise modeling using the latest available FAA models.
- FAR Part 150 studies.
- Wildlife Hazard Management Studies.

The Owner and Consultant agree as set forth herein:

Contract No. **E22-MDAD-02A**

MDC028

**PROFESSIONAL SERVICES AGREEMENT**

**TABLE OF CONTENTS**

ARTICLE NO.	SUBJECT	PAGE NO.
ARTICLE 1	DEFINITIONS.....	1
ARTICLE 2	INFORMATION TO BE FURNISHED BY THE OWNER.....	6
ARTICLE 3	GENERAL PROVISIONS .....	7
ARTICLE 4	SERVICES TO BE PERFORMED .....	26
ARTICLE 5	COMPENSATION FOR SERVICES.....	29
ARTICLE 6	EQUAL EMPLOYMENT OPPORTUNITY AND AFFIRMATIVE ACTION .....	33
ARTICLE 7	REIMBURSABLE EXPENSES.....	37
ARTICLE 8	SPECIAL PROVISIONS.....	38
	SIGNATURES.....	39
EXHIBIT 1	NOT USED	
EXHIBIT 2	PRINCIPALS OF THE CONSULTANT	
EXHIBIT 3	CRITICAL PERSONNEL	
EXHIBIT 4	NOT USED	
EXHIBIT 5	FEDERAL AVIATION ADMINISTRATION (FAA) PROVISIONS	
	AFFIDAVITS	
	CERTIFICATE OF INSURANCE	

# WITNESSETH

## ARTICLE 1

### DEFINITIONS

- 1.1 **AFFIRMATIVE ACTION:** Action to be taken by the Consultant pursuant to a written, results-oriented program, meeting the requirements of 41 CFR Part 60, in which the Consultant 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.
- 1.2 **AGREEMENT:** This written Agreement between the Owner and the Consultant, including the Appendices attached hereto and all Amendments and Service Orders issued by the Owner hereunder.
- 1.3 **AIR OPERATIONS AREA or "AOA"** shall mean any area of the Airport identified by the Department and used or intended to be used for landing, taking-off or surface maneuvering of aircraft, excluding those leasehold areas within or having direct access to the AOA which are subject to security requirements imposed on the lessee or tenant under appropriate federal regulations, or agreement incorporated in a signed lease, unless such security requirements are assumed by the Department through the issuance of and Operational Directive or by lease agreement.
- 1.4 **AIRPORT:** shall mean Miami International Airport, MIA, Miami Opa-locka Airport, Miami Homestead General Aviation Airport, Miami Executive Airport and Dade-Collier Training and Transition Airport.
- 1.5 **ALLOWANCE ACCOUNT(S):** Account(s) in which stated dollar amount(s) may be included in this Agreement for the purpose of funding portions of the Services or the Work. Allowance Accounts are included in this Agreement to pay for Additional Services, Work Site Services, Dedicated Services, Reimbursable Expenses, or Inspector General Services. Services to be paid from these Allowance Accounts shall be authorized by Service Order prior to the commencement of the work under the Service Order.
- 1.6 **AMENDMENT:** A written modification to this Agreement executed by the Consultant and the Owner covering changes, additions, or reductions in the terms 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 **CONSULTANT:** The named entity on page 1 of this Agreement.

- 1.9 DAYS: Reference made to Days shall mean consecutive calendar days.
- 1.10 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.
- 1.11 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.
- 1.12 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.
- 1.13 DEPARTMENT: Miami-Dade Aviation Department (“MDAD”) is a department of Miami-Dade County and represented by and acting through his/her designee(s)
- 1.14 DESIGN DELIVERABLES: Deliverables to be presented and Services to be performed by the Consultant at various Phases of design. The design deliverables are to comply with the requirements of the Deliverables Requirements Manual and/or Service Order.
- 1.15 DESIGN DEVELOPMENT: That portion of the Services comprising Phase 2 of the Basic Services which the Consultant shall perform in accordance with the terms of this Agreement when directed and authorized by Service Order.
- 1.16 DESIGN GUIDELINES MANUAL: A manual provided by the Owner which comprises design standards and guidelines for use by the Consultant and other Design Professionals as provided by Service Order. It is made a part of this Agreement by reference.
- 1.17 DIRECT SALARIES: Monies paid at regular intervals to personnel other than principals of the Consultant directly engaged by the Consultant on the Project, as reported to the Director of United States Internal Revenue Service and billed to the Owner hereunder on a Multiple of Direct Salaries basis pursuant to a Service Order for Additional Services under this Agreement. Personnel directly engaged on the Project by the Consultant may include architects, engineers, designers, and specifications writers engaged or assisting in research, design, production of drawings, specifications and related documents, Work Related Services and other services pertinent to the Project Elements.
- 1.18 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.

- 1.19 ELEMENT: A major unique segment of the professional services to be performed in the Primary Services. An Element is further broken down to smaller segments identified as Tasks and Subtasks.
- 1.20 EQUAL EMPLOYMENT OPPORTUNITY: Opportunity provided by the Consultant pursuant to Executive Order 11246, as amended, and required to be part of all contracts covered by said Executive Order.
- 1.21 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.
- 1.22 FIXED LUMP SUM: A basis for compensation of the Consultant for Services performed.
- 1.23 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).
- 1.24 MULTIPLE OF DIRECT SALARIES: A basis for compensation of the Consultant for Services performed.
- 1.25 OWNER: Miami-Dade County acting through the Department. The term Owner as used in this Agreement shall exclude the Department of Regulatory and Economic Resources (RER); Department of Transportation and Public Works (DTPW); the Fire Department and Water & Sewer; or their successors.
- 1.26 PLANS: The drawings prepared by the Consultant which show the locations, characters, dimensions and details of the Work to be done and which are parts of the Contract Documents.
- 1.27 PRIMARY SERVICES: Those services that the Consultant shall perform in accordance with the terms of the Agreement as directed and authorized by Service Order(s).
- 1.28 PRIMARY SERVICES FEE: The basis for compensation of the Consultant for the Primary Services performed under this Agreement.
- 1.29 PRINCIPAL: An executive manager of the Consultant or sub-consultant who is primarily involved in executive management of the Consultant's or sub-consultant's business and who is not significantly involved in the professional work of this Agreement.
- 1.30 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 Consultant.
- 1.31 PROJECT: Project Elements and components of the Project Elements and Services as set forth this Agreement and authorized by Service Order (s).

- 1.32 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.
- 1.33 PROJECT ELEMENT: A part of the Project for which Services are to be provided by the Consultant pursuant to this Agreement or by other consultants employed by the Owner.
- 1.34 PROJECT MANAGER (PM): Individual designated by the Director to represent the Owner during the design and construction of the Project.
- 1.35 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 Consultant in the fulfillment of this Agreement and which are to be compensated to the Consultant in addition to the Basic Services Fee.
- 1.36 SERVICES: All services, work and actions by the Consultant performed pursuant to or undertaken under this Agreement.
- 1.37 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 Consultant, directing the Consultant to perform or modify the performance of any portion of the Services.
- 1.38 SUB-CONSULTANT: An independent firm, company, joint venture, corporation or individual under contract with and compensated by the Consultant to perform a portion of the Services required hereunder.
- 1.39 SUBTASK: A specific assignment of professional services with an identified starting date, concluding date, and a specific work product.
- 1.40 TASK: A Subtask or a group of subtasks assigning professional services directed toward a specific objective.
- 1.41 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.
- 1.42 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.

- 1.43 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.
- 1.44 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.
- 1.45 WORK-RELATED SERVICES: Those portions of the Services comprising Phase 5 of the Basic Services that the Consultant shall perform in accordance with the terms of this Agreement when directed and authorized by a Service Order.
- 1.46 WORK SEQUENCING SCHEDULE AND STAGING PLAN: Plans prepared by the Consultant 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.
- 1.47 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 Consultant shall perform as the Field Representative in accordance with the terms of this Agreement if directed and authorized by Service Order(s).

[the remainder of this page is intentionally left blank]

## **ARTICLE 2**

### **INFORMATION TO BE FURNISHED BY THE OWNER**

- 2.1 **INFORMATION TO BE FURNISHED BY THE OWNER:** The Owner will furnish the Consultant with the information listed in the Special Provisions.
- 2.2 **INFORMATION TO BE FURNISHED BY THE CONSULTANT:** The Consultant shall furnish, to the extent authorized herein, the professional services, salaries, wages, materials, equipment, etc., necessary to complete the services for the study which is described in Article 4. The Consultant shall diligently coordinate the performance of the services with the Department and its designees in order to provide for the expeditious, economical and efficient completion of the Primary Services described herein.
- 2.3 **OBLIGATION OF THE CONSULTANT:** The Consultant understands that it is obligated to verify to the extent it deems necessary all information furnished by the Owner and that it is responsible for the accuracy and applicability of all such information used by said Consultant. Such verification shall include visual examination of existing conditions in all locations encompassed by the project where such examinations can be made without using destructive measures, e.g., excavation or demolition. MDAD shall approve any destructive measures that may be necessary. Surveying information shall be spot checked extent the Consultant has satisfied itself as to the reliability of the information. Notwithstanding the foregoing if existing conditions materially differ from information furnished by Owner and such variation could not have reasonably been verified by Consultant, then Consultant shall have no responsibility for any costs or expense incurred by Owner as a result of the differing conditions. In addition, if the Consultant is required to make changes to the Consultant's Deliverables as a result of such material difference, the Owner shall compensate the Consultant for such services as an Additional Service.

[the remainder of this page is intentionally left blank]

## 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 Consultant 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 Consultant and other persons employed or utilized by the Consultant 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 Consultant shall not be issued any Service under this Agreement until the insurance required hereunder has been obtained and the Owner has approved such insurance. The Consultant 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 Consultant shall furnish certificates of insurance to the Owner prior to commencing any operations under this Agreement. Certificates shall clearly indicate that the Consultant 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 Consultant shall provide (at its own cost):

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

b. Automobile Liability Insurance, covering all owned, non-owned and hired vehicles used in connection with the work in an amount not less than \$1,000,000, and \$5,000,000 if operating vehicles on the Airfield Operations Area ("AOA"), combined single limit for bodily injury and property damage liability.

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 the date of submittal by the Consultant of the Report of Contract Completion.

- 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 Consultant 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 Consultant 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 Consultant from liability under any portion of this Contract.
- 3.2.7 Cancellation of any insurance or non-payment by the Consultant 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 Consultant.
- 3.3 ASSIGNMENT: The Consultant shall not assign, transfer or convey this Agreement to any other person, firm, association, or corporation, in whole or in part. However, the Consultant 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 Consultant 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 Consultant during the selection process and interview. Such services shall be pursuant to appropriate agreements between the Consultant and the Sub-consultants, which shall contain provisions that preserve and protect the rights of the Owner under this Agreement. Nothing contained in this Agreement shall create any contractual relationship between the Owner and the Sub-consultants.

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

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

- 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 Consultant may terminate this Agreement for cause in the event that the Owner willfully violates any provisions of the Agreement. The Consultant shall have no right to terminate this Agreement for the convenience of the Consultant, 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 Consultant violates any provisions of this Agreement, or performs the same in bad faith, or unreasonably delays the performance of the Services. Such written notice to the Consultant shall spell out the cause and provide reasonable time in the notification to remedy the cause.

The Owner may terminate this Agreement if the Consultant 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 Consultant 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](http://www.miamidade.gov/ao/home.asp)).

In the event the Owner terminates this Agreement for cause, the Owner will take over any and all documents resulting from Services rendered up to the termination and may complete them, by contracting with other consultant(s) or otherwise, and in such event, the Consultant shall be liable to the Owner for any additional cost incurred by the Owner due to such termination. "Additional Cost" is defined as the difference between the actual cost of completion of such incomplete Services and the cost of completion of such Services which would have resulted from payments to the Consultant hereunder had the Agreement not been terminated. Upon receipt of written Notice of Termination, the Consultant shall, when directed by the Owner, promptly assemble and submit as provided herein or as required in any Service

Order issued hereunder, all documents including drawings, calculations, specifications, reports, correspondence, and all other relevant materials affected by such termination. No payments shall be made: 1) for Services not satisfactorily performed; and 2) for the cost of assembly and submittal of documents for services performed satisfactorily or unsatisfactorily.

- 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 Consultant's Termination for Cause: The Consultant may terminate this Agreement upon thirty (30) days written notice for cause in the event that the Owner violates any provisions of this Agreement. Such written notice to the Owner shall spell out the cause and provide reasonable time in the notification to remedy the cause. In the event the Consultant exercises its right to terminate this Agreement for cause, payment for Services satisfactorily performed prior to the date of termination shall be made in accordance with the article "Compensation for Services".
- 3.7.4 Implementation of Termination: In the event of termination, either for cause or for convenience, the Consultant, upon receipt of the Notice of Termination, shall:
- 3.7.4.1 Stop the performance of Services under this Agreement on the date and to the extent specified in the Notice of Termination;
  - 3.7.4.2 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);
  - 3.7.4.3 Terminate all orders and subcontracts to the extent that they relate to the performance of the Services terminated by the Notice of Termination;
  - 3.7.4.4 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;
  - 3.7.4.5 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;

3.7.4.6 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 Consultant to provide Aviation Acoustical & Land Use Compatibility Planning Services, and to include all necessary items for the proper completion of such services. The Consultant shall perform, as Primary Services, such incidental work, which may not be specifically referenced, as necessary to complete the services described in a Service Order.

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

3.11 ACCOUNTING RECORDS OF CONSULTANT: The Owner reserves the right to audit the accounts and records of the Consultant including, but not limited to, payroll records and Federal Tax return, supporting all payments for Services hereunder on the basis of Multiple of Direct Salaries and Reimbursement of Actual Expenses incurred. Such audit

may take place at any mutually convenient time during the performance of this Agreement and for three (3) years after final payment under this Agreement. The Consultant shall maintain, as part of its regular accounting system, records of a nature and in a sufficient degree or detail to enable such audit to determine the personnel hours and personnel costs and other expenses associated with each Project and/or task authorized for performance by Service Order(s). In accordance with Florida Statutes 287.055, the Consultant hereby certifies and warrants that wage rates and other factual unit cost 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 Consultant 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 Consultant a non-exclusive license of the copyright to the Consultant for reusing and reproducing copyrighted materials or portions thereof as authorized by the Owner in advance and in writing. In addition, the Consultant shall not disclose, release, or make available any document to any third party without prior written approval from Owner.

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

3.13.3 At the Owner's option, the Consultant may be authorized by Service Order to adapt copyrighted material for additional or other work for the Owner; however, payment to the Consultant for such adaptations will be limited to an 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 Consultant or without any additional compensation to the Consultant. The Consultant shall be released from any liability resulting from such modification.

3.13.5 For the avoidance of any doubt, Consultant and its Subconsultants shall retain all right, title, and interest in, including copyrights, to their standard details, drawings, designs, specifications, trade secrets, know how, or other intellectual property used in Consultant's or its Subconsultants' practice and existing prior to the date of this Agreement (collectively "Pre-Existing Property"), to the extent any of same is incorporated into materials produced pursuant to the Agreement; notwithstanding, however, where Pre-Existing Property is incorporated into any such materials, the Consultant and Subconsultant shall be deemed to have conveyed a non-exclusive, perpetual, royalty-free license to Owner to use such Pre-Existing Property in accordance with the terms of this Agreement. No additional documentation shall be required to effectuate such license. Without limiting any other rights the Owner may have elsewhere in this Agreement, the Owner shall be entitled to make full use of such Pre-Existing Property in designing or redesigning any improvements to Owner's Property, in performing maintenance of any of Owner's property, and may

provide any materials generated by Consultant and Subconsultants, including materials containing, incorporating, or referencing Pre-Existing Property, to any other architect, engineer, contractor, or consultant retained now or in the future by Owner to design, redesign, maintain, build, construct, inspect, or evaluate any existing or proposed facilities on Owner's property, without limitation.

### 3.14 LAWS AND REGULATIONS:

3.14.1 The Consultant 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 Consultant 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 CONSULTANT 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 consultant 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 Consultant agrees to abide by all Federal, State, and County procedures, as may be amended from time to time, by which the documents are handled, copied, and distributed which may include, but is not limited to:

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 Consultant 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 Consultant 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 Consultant including the documents prepared by its sub-consultants. Compliance with this Article shall not be construed to relieve the Consultant from any liability resulting from any such errors, omissions, and/or ambiguities in the Contract Documents and other documents or Services related thereto.

3.16 **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 Consultant shall perform its services to the standard of care of a reasonable Consultant that is performing the same or similar work, at the same time and locality and under the same or similar conditions faced by Consultant.

- 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 Consultant shall be issued by or through the Project Manager. The Consultant shall promptly inform the Project Manager in writing of any instructions received from others and of any other circumstances 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 Consultant 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 Consultant must obtain MDAD photo identification badges for all the Consultant'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 Consultant shall be responsible for requesting MDAD issue identification badges to all employees whom the Consultant 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 Consultant, upon final acceptance of the Work, or termination of this Contract. The Consultant 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 Consultant, 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 Consultant 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 Consultant Ramp Permits will be issued to the Consultant 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 Consultant 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 Consultant 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 Consultant 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 Consultant 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 Consultant 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 Consultant 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 Consultant 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 Consultant 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 Consultant 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 Consultant.

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 Consultant 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 Consultant 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 Consultant agrees that in addition to all remedies, penalties, and sanctions that may be imposed by TSA, DHS, CBP, FAA, or the MDAD upon the Consultant's Subconsultants, suppliers, and their individual employees for a violation of applicable security provisions, the Consultant 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 Consultant shall be required to comply with the U.S. Customs and Border Protection (CBP) requirements for obtaining CBP seals for those Consultant employees that will be involved within the CBP/FIS environment at MIA. The Consultant shall be responsible for all related fees for required bonding, fingerprinting, and background investigations of Consultant personnel.
- 3.18.15 The employee(s) of the Consultant 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 Consultant shall provide employee(s) competent and physically capable of performing the Work as required. The County may require the Consultant 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 Consultant, or other consultant to perform any incidental Basic Services, Additional Services, or other Professional Services within the contract limits defined in the agreement. The Consultant shall have no claim against the County as a result of the County, electing to retain or utilize such other consultant to perform any such incidental Services.
- 3.20 CONTINUED ENGAGEMENT OF CRITICAL PERSONNEL: In accordance with County Resolution No. 744-00, the Consultant 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 CONSULTANT RESPONSIBILITY
- 3.21.1 During the term of this agreement, the Consultant shall satisfy and maintain all valid technical certifications as required under technical categories 23.00 Aviation Acoustical and Land Use Compatibility Planning. The Consultant is responsible for the professional quality, technical accuracy, completeness, performance and coordination of all work required under the Agreement (including the work performed by Subconsultants), within the specified time period and specified cost. The Consultant shall perform the work utilizing the skill, knowledge, and judgment ordinarily possessed and used by a proficient consulting Consultant with respect to

the disciplines required for the performance of the work in the State of Florida. The Consultant is responsible for, and represents that the work conforms to, the Owner's requirements as set forth in the Agreement. The Consultant shall be and remain liable to the Owner for all damages in accordance with applicable law caused by any failure of the Consultant or its Subconsultants to comply with the terms and conditions of the Agreement or by the Consultant's or Subconsultants' misconduct, unlawful acts, negligent acts, errors, or omissions in the performance of the Agreement. The Consultant 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 Consultant shall, at its expense, re-perform the services to correct any deficiencies that result from the Consultant's failure to perform in accordance with the above standards. The Consultant 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 Consultant 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 Consultant 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 Consultant or any Sub-consultant of its obligations and responsibilities under the Agreement, nor constitute a waiver of any of the Owner's rights under the Agreement or of any cause of action arising out of the performance of the Agreement.
- 3.21.4 Upon Owner's notification of deficient or defective work stemming from the Consultant's services, the Consultant 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 Consultant of the findings from that review. Upon notification, the Consultant shall have fourteen (14) days to request reconsideration of the findings.
- 3.22 **CONSULTANT 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 Consultant 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 Consultant and supersedes all prior negotiations, representations, or agreements between the parties hereto, either written or oral, pertaining to the Project(s). This Agreement shall not be amended except by written Amendment.

- 3.24 **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(y) of the Code of Miami-Dade County, The Ethics Commission shall be empowered to review, interpret, render advisory opinions and letters of instruction and enforce the Conflict of Interest and Code of Ethics Ordinance. Jurisdiction of the Ethics Commission shall automatically extend to Commissioners, the Mayor, autonomous personnel, quasi-judicial personnel, departmental personnel, employees, contract staff, advisory personnel, immediate family, lobbyists as defined in subsections (b) and (s) who are required to comply with the Conflict of Interest and Code of Ethics Ordinance; and any other person required to comply with the Conflict of Interest and Code of Ethics Ordinance including, but not limited to, contractors, consultants and vendors. In the event that the Ethics Commission does not assume jurisdiction as provided in the preceding sentence, the Ethics Commission may refer the complaint to the State Attorney for appropriate action. Notwithstanding the foregoing, the Ethics Commission shall not have jurisdiction to consider an alleged violation of subsection (c) if the requirements of subsection (c) have been waived for a particular transaction as provided therein. The term "contract staff" shall mean any employee and/or principal of an independent contractor, subcontractor (of any tier), consultant or sub-consultant (of any tier), designated in a contract with the County as a person who shall be required to comply with the provisions of Subsections 2- 11.1(g), (h), (j), (l), (m), (n) and (o) of the Conflict of Interest and Code of Ethics Ordinance. Prior to determining whether to designate a person as contract staff in a RFP, RFQ, bid or contract, the Mayor or his or her designee shall seek a recommendation from the Executive Director of the Ethics Commission. The Consultant 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 Contractor, 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 Ninety-Five Thousand Dollars (\$195,000; 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 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.
- 3.29 SUSTAINABLE BUILDINGS PROGRAM: Pursuant to Implementing Order 8-8, design of this project shall meet the standards delineated in Article 8. The applicability of this ordinance will be reviewed and determined at the time a service order is issued to the Consultant.
- 3.30 ENERGY PERFORMANCE (EP ACT): Pursuant to Resolution No. R-740-08, CONSULTANT 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 Consultant shall receive accelerated depreciation benefits as a "Designer" for the purposes of Section 179D of the Code, or that Consultant shall otherwise benefit financially from the monetization of the accelerated depreciation benefit, CONSULTANT 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 CONSULTANT 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 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) Consultant 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 Consultant, or to cooperate with Consultant in securing these benefits.

- 3.31 **AMERICANS WITH DISABILITIES ACT (ADA) STANDARDS:** The design of this project shall meet the standards delineated in the 2010 ADA Standards for Accessible Design.
- 3.32 **ACCOUNTS RECEIVABLE ADJUSTMENTS:** In accordance with Miami-Dade County Implementing Order 3-9, Accounts Receivable Adjustments, if money is owed by the Consultant to the County, whether under this Contract or for any other purpose, the County reserves the right to retain such amount from payment due by County to the Consultant under this Contract. Such retained amount shall be applied to the amount owed by the Consultant to the County. The Consultant shall have no further claim to such retained amounts which shall be deemed full accord and satisfaction of the amount due by the County to the Consultant for the applicable payment due herein.
- 3.33 **ACCESS TO PUBLIC RECORDS:** The Consultant 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 Consultant 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 CONSULTANT 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](mailto: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.

[the remainder of this page is intentionally left blank]

## ARTICLE 4

### SERVICES TO BE PERFORMED

4.1. SERVICE ORDER PROCEDURES: There are no specific projects to be designated under this Agreement. The Consultant shall be issued Service Orders as the need for Services arises. The Service Order shall cover in detail the scope, time for completion, and the compensation for the work to be accomplished. No Services under this Agreement shall be performed by the Consultant prior to the receipt of an appropriate Service Order. The Consultant is not entitled to any amount of work or fees under this Agreement.

4.1.1 Upon request by the Owner and prior to the issuance of a Service Order, the Consultant shall submit a proposal based on the represented scope of work requested by the Owner. This proposal should include appropriately defined deliverables and an implementation and phasing plan to complete the work within the time frames requested by the Owner. The Owner shall confer with the Consultant before any Service Order is issued to discuss and agree upon the scope, time for completion, and maximum fee for Services to be rendered pursuant to the Service Order. No payment shall be made for the Consultant's time or services in connection with the preparation of any such proposal. Upon agreement by the Owner and the Consultant on the scope of services, time of completion, and maximum fee, the Owner shall issue a Service Order to perform the work. In the event of any conflicting provisions (with respect to scope of services) between this article and the Service Order, the provisions (with respect to scope of services) of the Service Order shall prevail.

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

4.1.2.1 The number of personnel for each service classification to be used for the requested scope of services. Service classifications shall be limited to those listed in the Fee Schedule included in Appendix 3 of this Agreement. Other service classifications may be proposed where highly specialized disciplines are required. For any other service classifications proposed for a particular assignment, the Consultant shall submit a classification description and a justification for needing the additional classification(s). Such other classifications shall only be authorized by Service Order. The use of or rejection of such other job classifications shall be at the sole discretion of the Owner.

4.1.2.2 The current rates for all personnel proposed. Wage rates shall not exceed the rates in the Fee Schedule in Appendix 3 of this Agreement.

4.1.2.3 The estimated number of hours for each individual proposed, and a total to be paid to the Consultant for each assigned individual. These individual totals shall be summed to show the total personnel costs being proposed by the Consultant for the indicated scope of work.

4.2 SUMMARY OF SERVICES: The scope of work provides for professional services to be performed for Aviation Acoustical and Land Use Compatibility Planning services for the Miami-Dade Aviation Department at Miami International Airport, and the five(5) County owned General Aviation Airports which include Miami-Executive Airport (TMB), Miami-Opa Locka Executive Airport (OPF), Opa-Locka West (X46), Miami-Homestead General Aviation Airport (X51) and Dade Collier Training and Transition Airport (TNT). The Consultant's services shall include, but shall not necessarily be limited to, the following:

4.2.1 Addressing Airport/Community Land Use Compatibility Issues Provide deliverables listed in a format approved by the Owner as required.

4.2.2 Aircraft Noise Monitoring Studies Provide deliverables listed in a format approved by the Owner as required.

4.2.3 Airspace Flight Track Management Studies Provide deliverables listed in a format approved by the Owner as required.

4.2.4 Environmental Assessments (EA) Provide deliverables listed in a format approved by the Owner as required.

4.2.5 Environmental Impact Statements (EIS) Provide deliverables listed in a format approved by the Owner as required.

4.2.6 Aircraft Noise Abatement Studies Provide deliverables listed in a format approved by the Owner as required.

4.2.7 Federal Aviation Administration (FAA) Federal Aviation Regulations (FAR) Part 150 noise compatibility studies Provide deliverables listed in a format approved by the Owner as required.

4.2.8 Noise Modeling Using the Latest Available FAA Models Provide deliverables listed in a format approved by the Owner as required.

4.2.9 Wildlife Hazard Management Studies Provide deliverables listed in a format approved by the Owner as required.

#### 4.3. STANDARDS

4.3.1 All work will be performed in accordance with Federal Aviation Administration (FAA) standards.

4.3.2 All work will be performed in accordance with MDAD standards.

#### 4.4. DELIVERABLES

4.4.1. Deliverables will change depending type of Service Order.

- 4.4.2. Deliverables will be specified in the Service Order.
- 4.5. SERVICES REQUIREMENTS: In furnishing the Services to perform the tasks set out in this article, the Consultant shall:
- 4.5.1 Maintain adequate staff of qualified personnel on the work at all appropriate times to achieve its completion within the term specified in the applicable Service Order.
  - 4.5.2 Cooperate to the fullest extent possible with the Department and the FAA and/or other regulatory agencies, as applicable, in the scheduling and coordination of all phases of the work.
  - 4.5.3 Report the status of the work to the Department upon reasonable request and hold pertinent data, calculations, field notes, records, sketches, and other products open to the reasonable inspection of the Department.
  - 4.5.4 Submit for Department review computations, sketches, and other data representative of the work's progress at the percentage stages of completion which may be stipulated in the applicable Service Order. Submit for Department approval the final products upon incorporation of any modifications by the Department.
  - 4.5.5 Confer with the Department as project required, during implementation of projects for which the Consultant has provided services as to interpretation of studies and other documents, correction of errors, omissions, and so forth. The Consultant shall not be compensated for the correction of errors and omissions caused by Consultant.

[the remainder of this page is intentionally left blank]

## ARTICLE 5

### COMPENSATION FOR SERVICES

Owner agrees to pay to the Consultant and the Consultant agrees to accept for all Services rendered pursuant to this Agreement, the amounts determined in accordance with this article. All allocations of money 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 Consultant for work performed without a Service Order. The Consultant agrees that all such services described in the Service Order can be provided within the awarded amount stated in the Service Order.

5.1 COMPENSATION FOR SERVICES: Unless otherwise authorized by Amendment to this Agreement, aggregate payments to the Consultant for Basic Services, Work Site, Work-Related and Additional Services and Reimbursable Expenses performed shall not exceed FIVE HUNDRED THOUSAND DOLLARS (\$500,000) and shall be disbursed as reflected herein, unless additional payments up to the limits of the Allowance Account have been authorized.

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

5.1.1.1 Flat Rate: When approved based on resume qualifications and experience, compensation to the Consultant for Services shall be on the basis of flat rates in accordance with the approved fee schedule included in the table under section 5.1.2.2 to this Agreement. Any other classifications that may be used during the course of performing the Services and the hourly rate for such classifications shall only be authorized by Service Order.

5.1.1.2 Not to Exceed: Under this compensation basis, the Consultant is compensated for the actual time of personnel engaged directly in performing Services under this Agreement. In addition, the Consultant is compensated for other related services necessary to complete the required services. A not to exceed cap for the total fee for each assignment given under this compensation basis shall be established prior to the issuance of the Service Order. The compensation method shall be in accordance with the compensation schedule as shown in the table under section 5.1.2.2 to this Agreement.

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

5.1.2 The Fee to the Consultant based on a Multiple of Direct Salaries shall be determined as follows:

5.1.2.1 Compensation for the Principal shall be at the flat rate without application of any multiplier of \$290.00 per hour.

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

Upon mutual agreement between the Owner and the Consultant, the Principals identified in Exhibit 2 - “Principals of the Consultant”, may be substituted, provided the total number of Principals does not exceed the number of Principals originally listed.

5.1.2.2 Compensation for all personnel shall be a direct labor multiplier of **2.9** times the direct salaries for all home office support personnel. Unless otherwise changed as provided for hereinafter, the maximum rate of compensation for personnel (excluding the multiple of direct salary) shall be in accordance with the table below, Job Classifications and Maximum Raw Rates. If the Consultant elects to pay more than the rates listed below, the County is only liable to pay the rates below.

JOB CLASSIFICATION	MAXIMUM FLAT RATES
Principal	*\$290.00
MAXIMUM RAW RATES	
Project Manager	\$94.00
Senior Managing Consultant	\$80.00
Managing Consultant	\$73.00
Technical Specialist 2	\$63.00
Technical Specialist 1	\$45.00
Support	\$38.00

**\*Hourly Flat Rate**

The maximum FLAT rate of compensation for all other office personnel, not listed above, including the multiple of Direct Salaries shall not exceed **\$ 175.00** per hour. The Owner reserves the right to adjust the maximum rate.

5.1.3 Compensation for authorized overtime services must be approved in writing by Owner prior to incurring overtime charges. For Employees that are salaried and are not required to be paid, time and one half for work over Forty 40 hours. Forty (40) hours multiplied by the base pay rate (\$) multiplied by the appropriate multiple (M) based on whether the Services are Additional or Work Site; plus Hours Worked Beyond Forty (40) Hours During Week (Hrs.) multiplied by the pay rate (\$) multiplied by 1.1. Using conventions contained in Microsoft Excel, the equation for this would be:

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

For Employees that are on an hourly basis and are required to be paid at a time

and one half overtime rate. Hours Worked Beyond Forty (40) Hours During Week (Hrs) multiplied by the premium pay rate (\$\*1.5) and then multiplied by 1.1. Using conventions contained in Microsoft Excel, the equation for this would be:

$$(40*\$*M) + (\text{Hrs}*\$*1.5*1.1)$$

*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*

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

5.1.4 NON-COMPENSABLE CHARGES: Consultant shall not invoice Owner for charges for office, rent or overhead expenses of any kind including but not limited to, insurance, local telephone and utility charges, office/drafting supplies, depreciation of equipment, professional dues, subscriptions, reproduction of drawings and/or specifications, mailing, stenographic, nor shall it invoice for other employee time or travel and substance not directly related to the project. The above Compensation shall cover all such costs pertinent to the project.

5.1.4.1 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.

5.2 INVOICES AND METHODS OF PAYMENT: The Consultant shall submit monthly to the Project Manager, two (2) copies of a duly certified invoice for payments stating that the Services have been performed per this Agreement. A copy of the applicable Service Order shall accompany the original copy of the invoice. Invoices shall include the names, classification, salary rate per hour, hours worked, and total charge for all personnel directly engaged on the project. Additional format requirements, content and submittal date of the invoice shall be as specified by the Project Manager. 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 Consultant 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 Consultant and resubmitted to the Project Manager for payment. Resubmitted partially rejected invoices shall separately indicate the previously undisputed amount of the invoice.

Prior to submitting an invoice, the Consultant acknowledges and agrees that the services

will be reviewed by the County during a three (3) week period to ensure professional quality, technical accuracy, completeness, and whether the services were coordinated and performed within the specified time period and specified cost as provided by this Agreement (including the work performed by Sub-consultants ).

- 5.3 PAYMENTS TO SUB-CONSULTANTS: All payments to Sub-consultant(s) employed hereunder shall be the sole responsibility of the Consultant unless otherwise provided for herein or within a Service Order. The Consultant shall, upon receipt of progress and/or final billing(s) from such Sub-consultant(s) for Services satisfactorily performed incorporate such billing(s) in the manner and to the extent appropriate to the applicable payment basis(es), in the next following invoice submitted by the Consultant to the Owner. The Consultant shall not submit invoices which include charges for Services by Sub-consultant(s), unless such Services have been performed satisfactorily and the charges are payable to such Sub-consultant(s) pursuant to this Agreement. The Consultant shall make all payments to such Sub-consultant(s) promptly following receipt by Consultant of corresponding payment from the Owner. Prior to any payments to Sub-consultant(s), the Consultant shall, if requested by the Project Manager, furnish to the Owner a copy of the agreement(s) providing for such payments.
- 5.4 SUB-CONTRACTOR/SUB-CONSULTANT REPORTING: Pursuant to Sections 2-8.1 and 10.34 of the Code of Miami-Dade County, the Consultant 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 Consultant 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 Consultant 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 Consultant shall be responsible for reporting all payments to sub-contractors and sub-consultants must confirm the reported payments, via BMWS, within the specified time frame. In the event that the Consultant intends to pay less than the subcontract amount, the Consultant shall deliver to the County a statement explaining the discrepancy or any disputed amount.
- 5.5 CONSEQUENCE FOR NON-PERFORMANCE: The cost of any damages incurred by the Owner as a result of errors or omissions in the Consultant's services and/or of the Consultant's failure to complete its services in the time specified in a Service Order shall be deducted by the Owner from each invoice until such time as the cost of those damages have been fully recovered by the Owner.
- 5.6 PAYMENT FOR TERMINATED, SUSPENDED, OR ABANDONED SERVICES: In the event of termination or suspension of the Services or abandonment of the Agreement, the Consultant shall be compensated as provided for below.

- 5.6.1 Payment for Services completed and approved prior to receipt by the Consultant of notice of termination, abandonment, or suspension for which payment has not yet been made to the Consultant by the Owner, shall be made in the same manner as would have been required had such action not occurred.
- 5.6.2 For Services partially completed and satisfactorily performed prior to receipt by the Consultant of notice of termination, abandonment, or suspension, the Consultant shall be compensated on the basis of payment in the same manner as would have been required had such action not occurred, adjusted to the level of the completed portion of the Service. A claim by the Consultant for compensation shall be supported by such data as the Owner may reasonably require. In no case shall fees for partially completed Services exceed the fees that would have been paid for such Services had they not been terminated, abandoned, or suspended.
- 5.6.3 Upon payment to the Consultant for Service associated with abandoned, terminated or suspended Services in accordance with this article, the Consultant shall have no further claim for Services related to the abandoned, terminated or suspended Services.
- 5.6.4 No payment shall be made by the Owner to the Consultant for loss of anticipated profit(s) from any abandoned, terminated or suspended Services.
- 5.7 PAYMENT FOR REIMBURSABLE EXPENSES: Reimbursable Expenses as described in Article 7 “Reimbursable Expenses” of this Agreement will be reimbursed by the Owner as verified by appropriate bills, invoices, or statements.
- 5.8 CONTINGENCY ALLOWANCE ACCOUNTS: NOT USED.
- 5.9 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 **ONE THOUSAND TWO HUNDRED AND FIFTY DOLLARS (\$1,250)**. 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.
- 5.10 TOTAL AUTHORIZED AMOUNT FOR THIS AGREEMENT: The Total Authorized Amount for this Agreement is **FIVE HUNDRED ONE THOUSAND TWO HUNDRED AND FIFTY DOLLARS (\$501,250)**. 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.

[the remainder of this page is intentionally left blank]

## ARTICLE 6

### EQUAL EMPLOYMENT OPPORTUNITY AND AFFIRMATIVE ACTION

- 6.1 **EQUAL EMPLOYMENT OPPORTUNITY:** The Consultant 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 Consultant 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 Consultant 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 Consultant 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 Consultant 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.

- 6.2 **NONDISCRIMINATORY ACCESS TO PREMISES AND SERVICES:** The Consultant, 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 Consultant; (2) that the Consultant 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 Consultant 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 Consultant shall obligate their sub-consultants to the same nondiscrimination requirements imposed on the Consultant and assure said requirements are included in those sub-agreements.

6.3 BREACH OF NONDISCRIMINATION COVENANTS: In the event it has been determined that the Consultant has breached any enforceable nondiscrimination covenants contained in Section 6.1 Equal Employment Opportunity and Section 6.2 Nondiscriminatory Access to Premises and Services above, pursuant to the complaint procedures contained in the applicable Federal regulations, and the Consultant 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.

6.4 NONDISCRIMINATION: During the performance of this Agreement, the Consultant agrees as follows: The Consultant shall, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, 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 a victim of domestic violence, dating violence or stalking. The Consultant 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 Consultant 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 Consultant'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 Consultant 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 Consultant will include Section 6.1 Equal Employment Opportunity and Section 6.2 Nondiscriminatory Access to Premises and Services of this Article in Consultant 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 Consultant 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 Consultant 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 Consultant may request the United States to enter into such litigation to protect the interests of the United States.

6.5 **DISABILITY NONDISCRIMINATION AFFIDAVIT:** By entering into this Agreement with the County and signing the Disability Nondiscrimination Affidavit, the Consultant 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 Consultant or any owner, subsidiary, or other firm affiliated with or related to the Consultant 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 Consultant submits a false affidavit pursuant to this Resolution or the Consultant violated the Act or the Resolution during the term of this Contract, even if the Consultant was not in violation at the time it submitted its affidavit.

6.6 **NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY:**

6.6.1 The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.

6.6.2 The goals and timetables for minority and female participation, expressed in percentage terms for the contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Timetables

Goals for minority participation for each trade: [sponsor must insert established goal]

Goals for female participation in each trade: 6.9%

These goals are applicable to all of the contractor's construction work (whether or not it is Federal or federally-assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and non-federally involved construction.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from

project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

- 6.6.3 The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs (OFCCP) within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.
- 6.6.4 As used in this notice and in the contract resulting from this solicitation, the "covered area" is [sponsor must insert state, county, and city].
- 6.7 CONTRACT MEASURES: There are no contract measures applicable to this Agreement.

[the remainder of this page is intentionally left blank]

## ARTICLE 7

### 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.

- 7.1 Sub-consultants not included as part of the original Consultants team, when recommended by the CONSULTANT, and approved by the Owner in writing, and when in the opinion of the CONSULTANT, said Sub-consultant services are necessary of the accomplishment of the Services.
- 7.2 In the event the CONSULTANT is assigned a project within the Customs area and the CONSULTANT is required to obtain an Airport Customs Security Bond, the Department shall reimburse the CONSULTANT the cost of the premium for such bond, as substantiated by the invoice.
- 7.3 All costs for printing and reproduction, in excess of that required under Primary Services, will be reimbursed at the same rate paid by the Owner to its vendors. Printing costs for internal coordination, reviews, and other in-house uses will not be reimbursed.
- 7.4 Living and traveling expenses of employees and principals, when away from Miami-Dade County on business in conjunction with authorized Additional Services, as limited by Miami-Dade County A.O. 6-1, "Travel on County Business" and County Resolution No. R-1345-03. For purpose of this Agreement, all personnel are assumed to be residents of Miami-Dade County and all travel would originate in Miami-Dade County. Records must include employee name, dates, points of travel, mileage rate, lodging, and meals.
- 7.5 Building Information Modeling (BIM) software license fees (if applicable) for license obtained under the Owner's name will be reimbursed.

[the remainder of this page is intentionally left blank]

## ARTICLE 8

### SPECIAL PROVISIONS

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

The scope of work provides for professional services to be performed for Aviation Acoustical and Land Use Compatibility Planning services for the Miami-Dade Aviation Department (“MDAD”) at Miami International Airport (“MIA”) and the four (4) County owned auxiliary airports which include Miami Executive Airport, Miami Opa-Locka Executive Airport, Miami Homestead General Aviation Airport and Dade Collier Training and Transition Airport. The project/studies which the Department may implement are based on the following areas:

#### Acoustical & Environmental Planning

- Airport / community land use compatibility issues
- Aircraft noise monitoring studies
- Airspace flight track management studies
- Environmental Assessments (EA)
- Environmental Impact Studies (EIS)
- Aircraft Noise Abatement Studies
- FAR Part 150 Noise Compatibility Studies
- Noise abatement studies & noise modeling using latest available FAA models
- Wildlife Hazard Management Studies

8.2 At any time during the term of this Agreement, the Owner can require the Consultant 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 Consultant in accordance with Article 6, “Reimbursable Expenses”, of this Agreement.

8.3 Pursuant to Article 2.1, the CONSULTANT may be furnished accordingly by MDAD with documents or access thereto, as referenced in Primary Services.

8.4 Article 3.7 Termination of Agreement, Sub-article 3.7.1, the following FAA language is to be inserted at the end of the second paragraph:

The Owner may also terminate this Agreement as directed by the Federal Aviation Administration (FAA).

8.5 The deduction of one quarter (1/4) of one (1) percent from each progress payment to pay or 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.

8.6 The Consultant shall consider the future impacts of sea level rise that may be addressed during design considerations.

8.7 The Consultant shall be responsible for all transportation to, from and within the project site for all services at no additional cost to the owner.

8.8 ORGANIZATIONAL CONFLICT OF INTEREST:

8.1.1 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 Capital Improvement Program CIP ("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.

8.1.2 Definitions

Organizational conflict of interest situation in which the Consultant : (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 Consultant 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 Consultant 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 Consultant under this Agreement.

8.1.3 Certification of no organizational conflict of interest

The Consultant: (a) execution of this Agreement or any work order and/or (b) making a claim for payment under this Agreement, constitutes the Consultant's certification to the County that the Consultant 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 Consultant 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 Consultant to execute an express written certification that after diligent inquiry the Consultant does not have knowledge of any organizational conflict of interest. The County may also require the Consultant 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 Consultant or its subcontractors from award of other County professional service agreements.

#### 8.1.4 Identification of organizational conflict of interest

The Consultant 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 Consultant /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 Consultant or its subconsultants compete for award, the Consultant 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 Consultant 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.

#### 8.1.5 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 Consultant 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 Consultant, and shall be made in the County's sole and complete discretion.

#### 8.1.6 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 Consultant and/or its sub-consultants to implement structural barriers (firewalls) and internal corporate controls, (c) limiting the Consultants 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 Consultant 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 Consultant 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.

8.1.7 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.

8.1.8 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 Consultant cease the activity which creates a conflict with this Agreement. Failure to abide by this requirement shall result in the Consultant 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 Consultant or its subconsultants if the award of such agreement or conflict with result in a conflict which cannot be remedied.

[the remainder of this page is intentionally left blank]

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

**CONSULTANT (CORPORATION)**

Environmental Science Associates Corporation

Legal Name of Corporation

ATTEST:

Secretary: *Albert C. Visinot*  
Signature and Seal

By: *Michael R. Arakawa*  
Consultant - Signature

ALBERT VISINOT  
Type Name

MICHAEL R. ARAKAWA, SOMER  
Type Name & Title *VICE PRESIDENT*



**CONSULTANT (INDIVIDUAL, PARTNERSHIP, OR JOINT VENTURE)**

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

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

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

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

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

FEIN \_\_\_\_\_

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

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

ATTEST: Luis G. Montaldo, Intern AD Clerk

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

Approved for Form and Legal Sufficiency

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



**EXHIBIT 1**

**NOT USED**

Contract No. E22-MDAD-02A

MDC074

## **EXHIBIT 2**

### **PRINCIPALS OF THE CONSULTANT**

Michael Arnold

Senior Vice President

Julie Sullivan

Senior Vice President

## **EXHIBIT 3**

### **CRITICAL PERSONNEL**

(Refer to Sub-article 3.20)

Justin Cook	Director
Doug DiCarlo	Director
Susan Shaw	Director
Autumn Ward	Director
Neal Wolfe	Director
Pamela Xander	Director
Brendan Quinton	Managing Consultant
Craig Stout	Managing Consultant

**EXHIBIT 4**

**NOT USED**

## **EXHIBIT 5**

# **FEDERAL AVIATION ADMINISTRATION (FAA) PROVISIONS**

### **FEDERAL AVIATION ADMINISTRATION (FAA) PROVISIONS**

#### **Compliance with Nondiscrimination Requirements**

During the performance of this contract, the Consultant, 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 No. E22-MDAD-02A

MDC078

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

This sworn statement is submitted for:

PROJECT TITLE: AVIATION ACOUSTICAL AND LAND USE COMPATIBILITY PLANNING SERVICES

PROJECT NUMBER: E22-MDAD-02

COUNTY OF Miami-Dade

STATE OF Florida

Before me the undersigned authority appeared Michael R. Arnold (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

Environmental Science Associates  
(Name of Entity)

5404 Cypress Center Drive, Suite 125, Tampa, FL 33609  
(Address of Entity)

9 / 4 - 1 / 6 / 9 / 8 / 3 / 5 / 0  
Federal Employment Identification Number

hereinafter referred to as the Entity being its

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

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

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

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

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

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

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

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

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

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

AFF-2

Contract No. E22-MDAD-02A

MDC083

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

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

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

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

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

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

---

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

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

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

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

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

---

AFF-3

Contract No. E22-MDAD-02A

MDC084

## 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.** E22-MDAD-02 **Federal Employer Identification No. (FEIN):** 94-1698350

**Contract Title:** AVIATION ACOUSTICAL AND LAND USE COMPATIBILITY PLANNING SERVICES

### Affidavits and Legislation/Governing Body

1.	<i>Miami-Dade County Ownership Disclosure Affidavit (Section 2-8.1 of the Code of Miami-Dade County)</i>	9.	<i>Miami-Dade County Living Wage Affidavit (Section 2-8.9 of the Code of Miami-Dade County)</i>
2.	<i>Miami-Dade County Employment Disclosure Affidavit (Section 2.8.1(d)(2) of the Code of Miami-Dade County)</i>	10.	<i>Miami-Dade County Domestic Leave and Reporting Affidavit (Article VIII, Section 11A-60 - 11A-67 of the Code of Miami-Dade County)</i>
3.	<i>Miami-Dade County Employment Drug-free Workplace Certification (Section 2-8.1.2(b) of the Code of Miami-Dade County)</i>	11.	<i>Miami-Dade County Verification of Employment Eligibility (E-Verify) Affidavit (Section 448.095, of the Florida State Statutes)</i>
4.	<i>Miami-Dade County Disability and Nondiscrimination Affidavit (Section 2-8.1.5 of the Code of Miami-Dade County)</i>	12.	<i>Miami-Dade County Pay Parity Affidavit (Resolution No. R-1072-17)</i>
5.	<i>5. Miami-Dade County Debarment Disclosure Affidavit (Section 10.38 of the Code of Miami-Dade County)</i>	13.	<i>Miami-Dade County Suspected Workers' Compensation Fraud Affidavit (Resolution No. R-919-18)</i>
6.	<i>Miami-Dade County Vendor Obligation to County Affidavit (Section 2-8.1 of the Code of Miami-Dade County)</i>	14.	<i>Office of the Inspector General (Section 2-1076 of the Code of Miami-Dade County)</i>
7.	<i>Miami-Dade County Code of Business Ethics Affidavit (Article I, Section 2-8.1(i) of the Code of Miami-Dade County)</i>	15.	<i>Small Business Enterprises The County endeavors to obtain the participation of all small business enterprises pursuant to Sections 2-8.1.1.1.1, 2-8.1.1.1.2 and 2-8.2.2 of the Code of Miami-Dade County and Title 49 of the Code of Federal Regulations.</i>
8.	<i>Miami-Dade County Family Leave Affidavit (Article V of Chapter 11 of the Code of Miami-Dade County)</i>	16.	<i>Antitrust Laws By acceptance of any contract, the Contractor agrees to comply with all antitrust laws of the United States and the State of Florida.</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 { Environmental Science Associates 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:

AFF-4

Contract No. E22-MDAD-02A

MDC085

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

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

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



(Signature of Authorized Representative)

Michael R. Arnold

(Print Name of Authorized Representative)

Title Senior Vice President

Date March 13, 2023

Notary Public Information

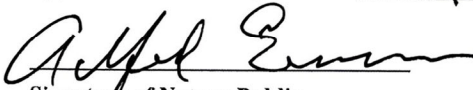
Notary Public – State of FLORIDA

County of ORANGE

Subscribed and sworn to (or affirmed) before me this 14 day of, MARCH 2023

by MICHAEL ARNOLD He or she is personally known to me  or has produced I.D.

Type of identification produced \_\_\_\_\_



Signature of Notary Public

HH319510

Serial Number


Print or Stamp of Notary Public

Expiration Date

Nov 26, 2026



AFF-5

Contract No. E22-MDAD-02 

MDC086

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

**(Insert Here)**

**PROOF OF AUTHORIZATION TO DO BUSINESS**

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

**(Insert Here)**

# *State of Florida*

## *Department of State*

I certify from the records of this office that ENVIRONMENTAL SCIENCE ASSOCIATES CORPORATION is a California corporation authorized to transact business in the State of Florida, qualified on March 20, 2000.

The document number of this corporation is F00000001598.

I further certify that said corporation has paid all fees due this office through December 31, 2022, that its most recent annual report/uniform business report was filed on January 14, 2022, and that its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

*Given under my hand and the  
Great Seal of the State of Florida  
at Tallahassee, the Capital, this  
the Fourteenth day of January,  
2022*



*Ronald R. Lee*  
*Secretary of State*

Tracking Number: 4914720317CC

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

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

# **CERTIFICATE OF INSURANCE**

Contract No. E22-MDAD-02A

MDC090



**BUSINESS AUTO COVERAGE FORM**

**A. Broad Form Named Insured**

The following is added to the **SECTION II – COVERED AUTOS LIABILITY COVERAGE**, Paragraph A.1. **Who Is An Insured** Provision:

Any business entity newly acquired or formed by you during the policy period, provided you own fifty percent (50%) or more of the business entity and the business entity is not separately insured for Business Auto Coverage. Coverage is extended up to a maximum of one hundred eighty (180) days following the acquisition or formation of the business entity.

This provision does not apply to any person or organization for which coverage is excluded by endorsement.

**B. Employees As Insureds**

The following is added to the **SECTION II – COVERED AUTOS LIABILITY COVERAGE**, Paragraph A.1. **Who Is An Insured** Provision:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

**C. Blanket Additional Insured**

The following is added to the **SECTION II – COVERED AUTOS LIABILITY COVERAGE**, Paragraph A.1. **Who Is An Insured** Provision:

Any person or organization that you are required to include as an additional insured on this coverage form in a contract or agreement that is executed by you before the "bodily injury" or "property damage" occurs is an "insured" for liability coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in **SECTION II – COVERED AUTOS LIABILITY COVERAGE**.

The insurance provided to the additional insured will be on a primary and non-contributory basis to the additional insured's own business auto coverage if you are required to do so in a contract or agreement that is executed by you before the "bodily injury" or "property damage" occurs.

**D. Blanket Waiver Of Subrogation**

The following is added to the **SECTION IV – BUSINESS AUTO CONDITIONS, A. Loss Conditions, 5. Transfer Of Rights Of Recovery Against Others To Us**:

We waive any right of recovery we may have against any person or organization to the extent required of you by a contract executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out

of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

**E. Employee Hired Autos**

1. The following is added to the **SECTION II – COVERED AUTOS LIABILITY COVERAGE**, Paragraph A.1. **Who Is An Insured** Provision:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. Changes In General Conditions:

Paragraph 5.b. of the **Other Insurance** Condition in the **BUSINESS AUTO CONDITIONS** is deleted and replaced with the following:

b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business. However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

**F. Fellow Employee Coverage**

**SECTION II – COVERED AUTOS LIABILITY COVERAGE**, Exclusion B.5. does not apply if you have workers compensation insurance in-force covering all of your employees.

**G. Auto Loan Lease Gap Coverage**

**SECTION III – PHYSICAL DAMAGE COVERAGE, C. Limit Of Insurance**, is amended by the addition of the following:

In the event of a total "loss" to a covered "auto" shown in the Schedule of Declarations, we will pay any unpaid amount due on the lease or loan for a covered "auto", less:

1. The amount paid under the **PHYSICAL DAMAGE COVERAGE** section of the policy; and
2. Any:
  - a. Overdue lease/loan payments at the time of the "loss";