MIAMI-DADE COUNTY
ARCHITECT-ENGINEER LETTER OF QUALIFICATIONS (LOQ)

(I) - PROJECT INFORMATION

SPD Project No.: **E26WS02**

Project Name: **Geotechnical Services, Structural Assessment, Materials Testing, and Other Quality Assurance Services for Water and Wastewater Infrastructure Projects**

Prime # 1 — (II) - PRIME CONSULTANT INFORMATION

Name: FEIN: E-mail:

Business Address: Principal: Phone: ( ) -

Contact Person's Name and Title: Project Manager:

Locally Headquartered Business (**LHB**) **Yes** ☐ or **No** ☐ If LHB, enter percentage of work assigned to the Prime ____%

(III) - PROPOSED A/E SUB-CONSULTANTS PERFORMING REQUIRED TECHNICAL CERTIFICATION CATEGORIES

Sub #	Firm Name	FEIN	% of Work Assigned	LHB Yes or No
2				
3				
4				
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(IV) – A/E TECHNICAL CERTIFICATION REQUIREMENTS

(Please use Prime # and Sub # to identify each firm from Section II and III)

	A/E Technical Certification Categories	Prime #	Sub #
9.01	**Soils, Foundations and Materials Testing - Drilling, Subsurface Investigations and Seismographic Services – PRIME**		
9.02	**Soils, Foundations and Materials Testing - Geotechnical and Materials Engineering Services - PRIME**		
9.03	Soils, Foundations and Materials Testing - Concrete and Asphalt Testing Services		
9.04	Soils, Foundations and Materials Testing - Non-Destructive Testing and Inspections Services		
10.02	Environmental Engineering - Geology Services		
10.05	Environmental Engineering - Contamination Assessment and Monitoring		
10.06	Environmental Engineering - Remedial Action Plan Design		
10.07	Environmental Engineering - Remedial Action Plan Implementation / Operation / Maintenance		

(V) - PROPOSED A/E SUB-CONSULTANTS PERFORMING NON-REQUIRED TECHNICAL CERTIFICATION CATEGORIES AND/OR NON-A/E SUB-CONSULTANTS

a	Firm Name: FEIN: Phone: ( ) - Address: Assigned Services:

b	Firm Name: Address: Assigned Services:	FEIN:	Phone: ( ) -
c	Firm Name: Address: Assigned Services:	FEIN:	Phone: ( ) -
d	Firm Name: Address: Assigned Services:	FEIN:	Phone: ( ) -
e	Firm Name: Address: Assigned Services:	FEIN:	Phone: ( ) -
f	Firm Name: Address: Assigned Services:	FEIN:	Phone: ( ) -
g	Firm Name: Address: Assigned Services:	FEIN:	Phone: ( ) -
h	Firm Name: Address: Assigned Services:	FEIN:	Phone: ( ) -
i	Firm Name: Address: Assigned Services:	FEIN:	Phone: ( ) -
j	Firm Name: Address: Assigned Services:	FEIN:	Phone: ( ) -

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ARCHITECTURAL AND ENGINEERING
EXPERIENCE & QUALIFICATION / PREFERENCE / REFERENCE FORM

INSTRUCTIONS

This form must be submitted by each team member (Prime, A/E Sub-consultant, and/or non-A/E sub-consultant), as applicable. Applicable firm must list previous similar type project in which it has performed work. The reference provided below should be for one project and must comply with the requirements listed in Sections 1.3, Scope of Services, Experience and Qualifications/Preferences, and 2.1, Format and Contents, of the NTPC.

APPLICABILITY TO EXPERIENCE & QUALIFICATION(S) / PREFERENCE(S)

This project reference complies with the Experience and Qualification(s) and/or Preference(s) required under Section 1.2, Scope of Services, of the NTPC. ☐ Yes OR ☐ Not Applicable

If yes, please indicate which of the Experience and Qualification(s) and/or Preference(s) that is met with this project reference.

REFERENCE PROJECT INFORMATION

Firm Name:

Reference Project Name/Address:

Name(s) and Role(s) of Consultant Personnel Working on this Reference Project:

Reference Project Description:

Scope of Services Provided:

Total Compensation for Services: $ Project Start Date: Project Completion Date:

Project Construction Cost: $ Construction Start Date: Construction Completion Date:

Reference Company Name: Reference Contact Name:

Reference Telephone Number: E-mail:

SPACE BELOW IS TO BE UTILIZED TO EXPAND ON THE SCOPE OF SERVICES PROVIDED FOR THIS PROJECT REFERENCE. PLEASE DESCRIBE YOUR FIRM'S INVOLVEMENT IN THE REFERENCE PROJECT. PROVIDE DETAILS TO SUPPORT WHETHER EACH TEAM MEMBER'S PARTICULAR EXPERTISE RELEVANT TO THE PROJECT WAS GAINED UNDER CURRENT EMPLOYMENT, OR AS A MEMBER OF ANOTHER FIRM. (ADDITIONAL SHEETS OF PAPER MAY BE USED TO INCLUDE INFORMATION).

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Name of Applicant Firm: _____

LOCALLY HEADQUARTERED BUSINESS AFFIDAVIT

SPD Project No. E26WS02

A firm (the "Applicant") applying to be considered for the Locally Headquartered Business Preference for this solicitation must complete this affidavit, which will be used to determine eligibility for the Locally Headquartered Business Preference. If there is insufficient space for the Applicant to provide all requested information, please attach a separate sheet with any necessary supplementation. Should the County determine that the Applicant is eligible for the Locally Headquartered Business Preference, such preference shall be applied as described in the Notice to Professional Consultants.

Under Section 2-8.5 of the Code of Miami-Dade County, Florida (the "Code"), a "Locally Headquartered Business" is a "Local Business" (as that term is defined in Section 2-8.5(1)(c) of the Code) that has its "Principal Place of Business" in Miami-Dade County. A firm's "Principal Place of Business" is determined based on the location of the "nerve center" of that firm's operations, which is where the firm has its center of overall direction, control, and coordination of activities. For firms that only have a single location, that location will be treated as the "Principal Place of Business."

1. Does the Applicant have more than one business location?

   ___ Yes

   ___ No

2. If "No" was selected on the previous question, is the single business location of the Applicant located in Miami-Dade County?

   ___ Yes (please complete question No. 4 below, sign and submit the form; it is not necessary to complete the remainder of the form)

   ___ No (please continue with the remainder of this form)

3. Please identify and provide the requested information for each of the key officer(s) responsible for the overall direction, control, and coordination of activities for the Applicant.

Additional key officers which do not adequately fit in the space provided below shall be added on an additional sheet to be appended to the Affidavit.			
Name	**Title**	**Office Location (Name of County)**	**Home Location (Name of County)**

4. Please set forth the address of the Applicant's corporate headquarters.

   Address: _____

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Name of Applicant Firm: _____

5. If different from the address set forth in question (4), please set forth the address where day-to-day decisions regarding the Applicant's major policies, advertising, distribution, accounts receivable, and finance are made.

   Address: _____

6. If different from the address set forth in question (4), please identify the location(s) where corporate records and bank accounts are kept.

   Address: _____

   Address: _____

7. Please set forth the address stated on the Applicant's articles of incorporation, operating agreement, partnership agreement, or similar corporate charter, identifying the Applicant's principal place of business.

   Address: _____

8. Has a federal or state court ever determined, or has the Applicant ever asserted in judicial proceedings, that the Applicant is not a citizen of the State of Florida for jurisdictional purposes or that Miami-Dade County is not the place where the Applicant has, or usually keeps, an office for transaction of its customary business?

   ___ Yes (please provide a copy of the ruling or filing and, if circumstances have changed, explain in (9))

   ___ No

9. Please set forth any other information that the Applicant believes may be relevant to the County's determination of Principal Place of Business, as defined in the Code.

Comment:

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The undersigned affirms compliance with meeting all applicable requirements of a "local business", as defined by Miami-Dade County Code Section 2-8.5 (1)(c), as a prerequisite for eligibility as a Locally Headquartered Business.

Written Declaration: Pursuant to §92.525, Florida Statutes, under penalties of perjury, I declare that I have read the foregoing Affidavit and that the facts stated in it and the information provided (hereto) are true, accurate, and complete.

Signature of Authorized Applicant's Representative (Principal): _____

Printed Name of Authorized Applicant's Representative (Principal): _____

Title: _____ Date: _____

Letter of Commitment (LOC)

Locally Headquarter Business (LHB) - Architectural & Engineering

THIS SECTION MUST BE COMPLETED BY PRIME PROPOSER

From: _____

Name of Prime Proposer

In response to Miami-Dade County's SPD Project Number_____, the undersigned hereby agrees to utilize the Locally Headquartered Business – Architectural & Engineering (AE) firm listed below, performing the A/E work at the percentage specified for the AE consultant identified below, if awarded the contract. The undersigned further certifies that the firm has been contacted and properly apprised of the projected work assignment(s) to be performed upon execution of the contract with Miami-Dade County.

Name of Locally Headquartered Business AE Firm Sub-Consultant performing the percentage of work identified below:
Name of Proposed LHB -AE Firm listed in the LOQ _____ Percentage of Work Assigned _____%* ***Percentage of work to be assigned is only applicable to A/E Technical Certification categories required for this project.***

I certify that the representations contained in this form are to the best of my knowledge true and accurate.

Proposer's Signature	Proposer's Name/Title (Print)	(Date)

THIS SECTION MUST BE COMPLETED BY THE LHB/AE SUBCONSULTANT

ACKNOWLEDGMENT BY THE PROPOSED LHB – ARCHITECTURAL & ENGINEERING FIRM

The undersigned has reasonably uncommitted capacity sufficient to provide the required services, all licenses and technical certifications necessary to provide such services, the ability to provide such services consistent with normal industry practice, and the ability to otherwise meet the proposal specifications.

LHB/AE Subconsultant Signature	Date
LHB/AE Subconsultant Name (Print)	Title
Name of LHB/AE Firm	

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EXHIBIT “A”

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NON-EXCLUSIVE PROFESSIONAL SERVICES AGREEMENT FOR MIAMI-DADE WATER AND SEWER DEPARTMENT GEOTECHNICAL SERVICES, STRUCTURAL ASSESSMENT, MATERILAS TESTING, AND OTHER QUALITTY ASSURANCE SERVICES FOR WATER AND WASTEWATER INFRASTRUCTURE PROJECTS
SPD PROJECT NO. E26WS02
AGREEMENT NO. TBD

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

And the Consultant:
Name:
FEIN:
Address:

Name:
Phone Number:
E-mail Address:

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The Consultant shall include its officials, successors, legal representatives, and assigns.

The County and the Consultant agree as set forth herein:

NON-EXCLUSIVE PROFESSIONAL SERVICES AGREEMENT
BETWEEN
MIAMI-DADE COUNTY
AND

TABLE OF CONTENTS

Definitions ……4
Section 1 - County Obligations 6
Section 2 - Consultant Obligations and Status..... 6
Section 3 - Consent Decree and Capital Improvements Ordinance..... 7
Section 4 - Professional Services. 8
Section 5 - Task Authorization to Proceed..... .10
Section 6 - Revisions to Task Authorization to Proceed 10
Section 7 - Maximum Compensation …..... 11
Section 8- Compensation for Services..... 12
Section 9 - Method of Payment..... 15
Section 10 - Subconsultants 16
Section 11 - Prompt Payment 17
Section 12- Accounts Receivable Adjustments 17
Section 13- Agreement Duration …… . 18
Section 14- Change of Principal in Charge or Project Manager..... 18
Section 15- Assignment of Agreement..... 18
Section 16 - Binding Effect..... 18
Section 17 - No Third-Party Rights 18
Section 18 - Non-Exclusivity 18
Section 19 - Modification 18
Section 20 - Severability 19
Section 21 - Drafting Responsibilities..... 19
Section 22 - Performance Evaluations..... 19
Section 23 - Delay in Performance 19
Section 24 - Non-Performance 19
Section 25 - Errors and Omissions 19
Section 26 - Termination of Agreement: for Convenience 21
Section 27 - Termination of Agreement: for Default..... 21
Section 28 - Rights of Decision..... 21
Section 29 - Force Majeure..... 22
Section 30 - Governing Law..... 22
Section 31 - E-Verify..... 22
Section 32 - Applicable Laws..... 22
Section 33 - Ownership of Documents 25
Section 34 - Proprietary Information 26
Section 35 - Public Records and Contracts for Services Performed on behalf of a Public Agency…… 26
Section 36 - Press Releases and Other Public Communication 26
Section 37 - Notices..... 27
Section 38 - Audit Rights 27
Section 39 - Nondiscrimination 28

DRAFT

Section 40 - Solicitation 28
Section 41 - Warranty 28
Section 42 - Indemnification and Hold Harmless 28
Section 43 - Insurance 29
Section 44 - Public Entity Crimes 30
Section 45 - Office of the County Inspector General 30
Section 46 - Independent Private Sector Inspector General 32
Section 47 - Commission of Ethics and Public Trust 32
Section 48 - Organizational Conflict of Interest 32
Section 49 - Security Restrictions 34
Section 50 - Sanction for Contractual Violations 35
Section 51 - Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Sectors List 35
Section 52 - Contracting with Entities of Foreign Countries of Concern Prohibited 35
Section 53 - Entirety of Agreement 35

SIGNATURES 37

ATTACHMENTS 38

DRAFT

NON-EXCLUSIVE PROFESSIONAL SERVICES AGREEMENT

THIS NON-EXCLUSIVE PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 2026 ("Effective Date"), by and between Miami-Dade County, a political subdivision of the State of Florida (the "County"), and , a Florida corporation authorized to do business in the State of Florida with offices in Miami-Dade County (the "Consultant", and collectively with the County, the "Parties").

For and in consideration of the mutual agreements hereinafter contained, the County hereby retains the Consultant to provide the Scope of Services described in Section 4 (the "Project").

DEFINITIONS:

For purposes of this Agreement the following definitions will apply:

A. Agreement or Contract means this written Agreement or Contract between the County and the Consultant, including the Appendices, Attachments and Exhibits attached hereto, all documents incorporated by reference, and all amendments and Task Authorization(s) to Proceed issued by the County hereunder.

B. Applicable Laws means all applicable federal, state and County laws, ordinances, resolutions, regulations, Administrative Orders, and Implementing Orders.

C. Board means the Miami-Dade County Board of County Commissioners.

D. Code and/or County Code means the Miami-Dade County Code of Ordinances.

E. Consent Decree (CD) means the agreement between Miami-Dade County, the U.S. Environmental Protection Agency (EPA) and the Florida Department of Environmental Protection that requires the County to undertake a series of projects, operating and maintenance tasks, and monitoring activities of its wastewater system in order to reduce and prevent sanitary sewer overflows, which was approved in April 2014 by the United States District Court for the Southern District of Florida in Case No. 1:12 cv 24400 FAM, as the same may be amended.

F. Consultant or Engineer means an Architectural & Engineering (A&E) firm, corporation, limited liability company, limited partnership or other business entity however incorporated who enters into this Agreement with the County to provide professional services for the Project.

G. Days means calendar days.

H. Department or WASD means the Miami-Dade Water and Sewer Department, and its successor agency, if any.

I. Direct Salaries means 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 United States Internal Revenue Service Department and billed to the County hereunder on a Multiple of Direct Salaries basis when authorized pursuant to a Task Authorization to Proceed. Personnel directly engaged on the Project by the Consultant may include architects, engineers, designers, inspectors, agents, project and document control

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personnel, administrative personnel, Information Technology personnel, 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.

J. Director means the Director of the Miami-Dade Water and Sewer Department (or his/her designee).

K. Effective Date means the date the Agreement/Contract is duly executed by all Parties and is legally binding and enforceable as set forth above.

L. Force Majeure Event means an act of God, labor disturbance, act of the public enemy, war, insurrection, riot, fire, storm or flood, explosion, pandemics, breakage or accident to machinery or equipment, an order, regulation or restriction imposed by governmental, military or lawfully established civilian authorities, or another cause beyond the County or Consultant's control. A Force Majeure Event does not include an act of negligence or intentional wrongdoing.

M. Geographic Information System means the County's GIS Viewer, which displays information about upcoming and ongoing utility projects, including specific project details such as project description, start and end dates, project status, and project manager contact information.

N. Mayor means the Miami-Dade County Mayor who serves as the County's Chief Administrative Officer or the County Mayor's designee.

O. Notice of Objection means a written notice of objection by the Party which shall set forth the grounds upon which the objection is based and state whether the Indemnitor objects to all or only a portion of the matter described in the Notice of Claim.

P. Notice of Professional Consultants (NTPC) means the document soliciting the professional A/E services contemplated in this Agreement. The NTPC contains scope description, technical certification requirements, applicable contract measures, data sheets (forms to be completed and submitted as part of the proposal), and submission dates.

Q. Principal-in-Charge means a design professional who oversees the Consultant's services in connection with a specific project. The Principal-in-Charge will ensure that the Consultant performs the Services in a cost-effective and timely manner. This includes allocating and directing staff according to their disciplines, allocating resources needed for the Project and ensuring that the Consultant performs the Work in accordance with the safety and organizational policies.

R. Project means the totality of the Work described in Section 4 of this Agreement.

S. Project Manager means an individual designated by the Consultant to represent the Consultant during the completion of the Project.

DRAFT

T. Small Business Enterprise (SBE) means the definition of a certified Small Business Enterprise as defined in the County Small Business Enterprise Architecture and Engineering Program as set forth in Section 2-10.4.01 of the County Code. The County endeavors to obtain the participation of Small Business Enterprises per the County Code Section cited above and Title 49 of the Code of Federal Regulations.

U. Subconsultant means an Architectural & Engineering (A&E) firm which, as a team member, has input for certain aspects of a Project, and provides professional services under the direction of the Consultant.

V. Task Authorization to Proceed ("Task", "Task Authorization," or "Work Order") mean the written authorization to proceed with the Project, phase, or task, as issued by the Director.

W. Work or Services means all, tasks, materials and activities related to the Project as defined in Section 4.

Section 1 – County Obligations

The County agrees that the Department shall furnish to the Consultant any plans and other data available in the County's files pertaining to the work to be performed under this Agreement. Information shown on such plans or data shall be that which has been made available to the County and shall be provided to the Consultant without guarantee regarding its reliability and accuracy. The Consultant shall be responsible for independently verifying such information if it shall be used by the Consultant to accomplish the work undertaken under this Agreement.

Before the Director issues a Task Authorization to Proceed, the Consultant shall submit a proposal upon the Director's request in a form similar to that shown in Attachment "A". At a minimum, a proposal must include the total cost of the work to be performed thereunder, including a proposed methodology for payment, an estimate of probable construction costs, and a proposed Task Schedule. The Consultant must submit such a complete proposal within thirty (30) days of the Director's request. No payment shall be made for the Consultant's time or service in connection with the preparation of any such proposal. The Director shall confer with the Consultant before any Task Authorization to Proceed is issued to discuss and agree upon the scope, time for completion, and fee for services to be rendered based on the terms of this Agreement. In case of emergency, the Director reserves the right to issue written interim authorization to the Consultant to proceed with such task with the understanding that formal and proper written confirmation shall follow immediately thereafter.

The Consultant acknowledges that Task Authorizations to Proceed under this Section shall only be issued by the Director or his/her designee.

Performance evaluations of the services rendered under this Agreement shall be performed by the Department and shall be utilized by the County as evaluation criteria for future solicitations.

Section 2 – Consultant Obligations and Status

1. Consultant Obligations:
   In connection with the Project, the Consultant shall:

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A. Use the same degree of care and skill ordinarily exercised by other similar professionals in the field under similar conditions.
B. Maintain an adequate staff of qualified personnel to perform the Services specified in the applicable Task Authorization.
C. Comply with Applicable Laws.
D. Cooperate fully with the County in the scheduling and coordination of all phases of the Project.
E. Provide a written report on the status of the Work to the Director upon request.
F. Confer with the County at any time during the term of the Agreement and implementation of projects for which the Consultant has provided design or other services as to interpretation of plans and other documents, correction of errors and omissions and preparation of any necessary plan thereof.
G. Prior to final approval of the Work by the Director, complete a preliminary check of any construction documents which require a permit or other approval from a county, city, state, or federal agency from which a permit or other approval is required.
H. At the County's request, provide background checks on Consultant's staff working on sensitive WASD infrastructure information, especially staff working on Geographic Information System layers.
I. The Consultant shall not replace any employee in the team initially proposed by the Consultant without prior approval from the Director.
J. Prior to approval of a Task Authorization, submit a list of employees intended to be engaged in the Work under this Agreement, including their classification and labor rates, as reported to the Internal Revenue Service, with such labor rates made a part hereof as Attachment "B" to this Agreement. The Consultant shall ensure that all employees engaged in this Project submit the conflict of interest "Affidavit" attached hereto as Attachment "C" prior to the issuance of the first Task Authorization.

2. Consultant Status
   A. The Consultant is, and shall be, in the performance of all Work services and activities under this Agreement, an independent contractor, and not an employee, agent or servant of the County.
   B. The Consultant's employee(s) 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 capable of performing the Work as required. The County may require the Consultant to remove any employee it deems unacceptable.
   C. The Consultant does not have the power or authority to bind the County in any promise, agreement, or representation other than specifically provided for in this Agreement or Task Authorization to Proceed issued. Each employee shall have and wear proper identification.

Section 3 – Consent Decree and Capital Improvement Ordinance

Notwithstanding any other provision of this Contract, the County Mayor or the County Mayor's designee may exercise the provisions of Sections 2-8.2.12 (4)(d) and (e) of the Code of Miami-Dade County. Pursuant to Section 2-8.2.12, the County Mayor or the County Mayor's designee's award and execution of this Agreement is subject to ratification by the Board of County Commissioners. If the County Mayor or the County Mayor's designee's action is not

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ratified, and such legislative action becomes final, this Agreement shall be deemed terminated without further notice. In such an event, the Consultant shall not be entitled to recovery of any lost profits or other consequential or indirect damages. However, the Consultant is eligible for payment for any work done prior to failure of the ratification in accordance with Section 7 of this Agreement.

Section 4 – Professional Services

Upon receipt of a Task Authorization to Proceed from the Director, the Consultant agrees to perform professional services associated with the requested Work in accordance with the negotiated terms of the applicable written Task Authorization to Proceed.

The scope of services will

The following rotational methodology will be used by WASD when assigning work to the consultants, including the consultant(s) under Project No. E26WS02. These factors will be evaluated by the staff and presented to the Director or the Director's designee for their approval.

- Workload
- Capabilities of the team
- Location of the project
- Schedule
- Familiarity with the location and infrastructure
- Conflict of Interest mitigation

No minimum amount of work or compensation is promised to the retained Consultant. The County reserves the right to re-use the work products of the retained Consultant and to retain other consultants to provide the same or similar services at its sole discretion.

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Section 5 – Task Authorization to Proceed

The services to be rendered by the Consultant for each section of the Work shall commence upon receipt of a written Task Authorization to Proceed from the Director or Director's designee and shall be completed within the time stated in such Task Authorization. The Work completed under a Task Authorization pursuant to this Agreement shall become the property of the County. The County shall have the sole right to determine on which units or sections of the Work the Consultant shall proceed and in what order. The written Task Authorization to Proceed issued by the Director or the Director's designee shall cover in detail the scope, time for completion, and compensation for the engineering services requested in connection with each unit or section of Work.

Section 6 – Revisions to Task Authorization to Proceed

The County reserves the right to, at any time, make any change in the Work within the scope of the Task Authorization to Proceed. If the County exercises its right to change, delete or add Work under the Task Authorization to Proceed, the Consultant shall commence the performance of the revised Work upon receipt of written authorization from the Director or the Director's designee ("Revision Notice"), provided that the cost of the revised work

performed prior to the receipt of a revised Task Authorization to Proceed is less than twenty percent (20%) of the original Task Authorization's compensation limit.

The Director or Director's designee shall confer with the Consultant before any Revision Notice is issued to discuss and agree upon the scope, time for completion, and a lump sum fee, as calculated pursuant to Section 8 (B), for the revised Work.

If the County and the Consultant cannot agree on a lump sum fee for the revised Work, upon request from the Director or Director's designee, the Consultant shall, within seven (7) days, provide a not to exceed lump sum fee value for the performance of the revised Work ("Not to Exceed Value"). If the County subsequently issues a Revision Notice, the Consultant shall perform the revised Work and submit monthly invoices, pursuant to Section 8, on a time and materials basis, with the Not to Exceed Value serving as the maximum compensation the Consultant can receive for the performance of the revised Work. If the Consultant fails to provide the Not to Exceed Value within seven (7) days of the request, the Not to Exceed Value shall be percent (20%) of the original Task Authorization to Proceed compensation limit. Thereafter, for the issuance of the revised Task Authorization to Proceed, the Consultant shall submit a revised proposal within 30 days of the date of the Revision Notice in a form similar to that shown in Attachment "A". The Director or Director's Designee shall then have 30 days to review, negotiate and issue the revised Task Authorization. If the County and the Consultant, in conferring prior to the issuance of a revised Task Authorization to Proceed, agree on a scope, time for completion, and fee for services different from those in the Revision Notice, the terms of the revised Task Authorization to Proceed shall supersede the terms in the Revision Notice.

If the performance of the revised Work necessitates an update to the information provided by the Consultant pursuant to Section 2 (1) (J), the Consultant shall provide such updated information prior to the issuance of a Revision Notice or revised Task Authorization.

Section 7 – Maximum Compensation

The total of all payments to the Consultant pursuant to this Agreement and inclusive of reimbursable expenses shall not exceed dollars ($), excluding the contingency allowance set forth below. No minimum amount of compensation is guaranteed to the Consultant. Maximum Compensation may not be increased for the entire duration of the Agreement without approval by the County Mayor or County Mayor's designee in accordance with his powers granted under Section 2-8.2.12 or if beyond such authority, through written amendment approved by the Board.

If, after the date of this Agreement, there is any change in applicable law that increases the services to be provided, or costs or expenses incurred by the Consultant in performing the services on this Agreement, then the Consultant's compensation otherwise payable under this Agreement may be increased or decreased accordingly by mutual agreement between the Parties; however, no increase in compensation hereunder shall be effective unless authorized by the County Mayor or the County Mayor's designee in accordance with his powers granted under Section 2-8.2.12 or if beyond such authority, through written amendment approved by the Board.

Contingency Allowance Account: If a contingency necessitates the performance of services or additional services by the Consultant after the dollars ($) maximum compensation

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limit of the Agreement has been encumbered, the Director may authorize performance of additional services, provided that compensation for such services does not exceed ten percent (10%) of the Agreement's maximum compensation limit, which maximum contingency allowance amount shall be dollars ($). Before any additional services are begun, a Task Authorization to Proceed from the Director must be given to the Consultant. The Task Authorization to Proceed must clearly identify, explain, and justify the reason for the additional services. The existence of a contingency account does not mean that the Consultant has entitlement to any of the funds in the contingency account. The County retains all rights to these funds, may expend these funds at its sole discretion, and any funds not expended from this Allowance Account remain the property of the County.

Section 8 – Compensation for Services

The County shall pay the Consultant a fee representing full compensation for the performance of the services described in the Task Authorization to Proceed, up to the maximum compensation allowed under Section 7, above. The Consultant shall submit monthly invoices for all Work in progress using a format and procedure provided by WASD and in accordance with the County's Prompt Payment Ordinance No. 94-40. Invoices shall be submitted within one hundred twenty (120) days of the performance of the service being billed. The County shall not pay invoices that are not properly submitted within that period. If, after making payment on an invoice, the County determines that the Consultant received an incorrect payment, in addition to any other legal or equitable remedies, the County shall withhold the amount of the incorrect payment from a future invoice. Fees are negotiated prior to approval of a Task Authorization and will be computed in accordance with one or a combination of the methods outlined in subsections A, B and C below:

A. Fee for Services as a Multiple of Direct Salary Cost and Fixed Hourly Rate (Also referred to as Time and Materials):

1. The fee for professional services rendered by the Consultant's employees shall be computed based on Direct Salaries, as reported to the Internal Revenue Service, excluding bonuses or awards if applicable, for the time of said employee engaged directly in the Work times a negotiated multiplier of ____ for Office Employees personnel shall mean personnel that are in the home offices of the Consultant and or Subconsultant(s), ____ for the Consultant's employees working in County offices and ____ for employees performing work in the field for a period of more than 30 consecutive days.

   Invoicing by the Consultant for employees not specifically provided for above shall be prohibited without the advance written approval of the Director for good cause shown and documented in the project file. The Director or the Director's Designee shall approve such invoicing only if it is necessary to address unique project needs. No multipliers shall be added to these Consultant employees.

   This fee shall constitute full compensation to the Consultant for costs incurred in the performance of the Work, such as salaries of all employees, including overhead, fringe benefits, operating margin, profit, and all other costs not covered by reimbursable expenses. In no case shall the maximum rate of compensation, including multipliers of direct salary, exceed dollars ($) per hour for the Consultant and Subconsultant(s).

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Professional Services Rates are referenced on Attachment “D”

The County has the right to verify the rates and multipliers used in this Agreement through an audit. No escalation will be permitted. Compensation to the Consultant shall be limited by the multipliers, maximum rate of compensation, and maximum raw hourly rates set forth for the Consultant in this Section. Invoicing by the Consultant for services more than these limitations shall be prohibited without the advance written approval of the Director for good cause shown and documented in the Project file. The Director shall approve such invoicing only if it is necessary to address unique Project needs.

2. For employees that are on an hourly basis and are required to be paid overtime, compensation for overtime Work considered necessary and previously authorized in advance by the Director in writing shall be computed with a multiplier of 1.1 times the overtime rate and number of hours (1.1 x overtime rate x number of hours of overtime). Principals and all salaried employees shall not receive additional compensation for performance of overtime Work. Overtime is defined as Work more than forty (40) hours per week.

3. Labor rates (Direct Salaries) shall be in accordance with the list of employees and rates supplied by the Consultant and the Consultant’s Subconsultant(s) and made a part hereof as Attachment “B” and shall be consistent with prevailing local wage rates paid for similar Work to similar employee classifications and subject to approval by the Director prior to starting Work.

4. The Consultant, on its behalf or on behalf of its Subconsultant(s), shall not invoice the County 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, and customary computer software/hardware. Nor shall the Consultant invoice for employee time not directly related to the Work or travel and subsistence not directly related to the Work. The multiplier factor set forth in Section 8.A.1. above shall cover all such costs pertinent to the Work.

5. All payments to Subconsultant(s) employed hereunder shall be the sole responsibility of the Consultant unless otherwise provided for herein or within a written Task Authorization to Proceed. The Consultant shall not submit invoices, which include charges for services by Subconsultant(s), unless such services have been performed satisfactorily and the charges are, in the opinion of the Consultant, payable to such Subconsultant(s).

6. The Consultant shall promptly make all payments to such Subconsultant(s) following receipt by the Consultant of corresponding payment from the County. Prior to any payments to Subconsultant(s), the Consultant shall, if requested by the Director, furnish to the County a copy of the agreement(s) providing for such payments. Compensation to Subconsultants shall be limited by the multipliers, maximum rate of compensation, and maximum raw hourly rates set forth for the Consultant above. Invoicing by the Consultant for Subconsultant services in excess of this limitation

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shall be prohibited without the advance written approval of the Director for good cause shown and documented in the Project file. The Director shall approve such invoicing only if it is necessary to address unique Project needs.

7. Not To Exceed: Under this compensation, the Consultant shall be compensated for the actual time of personnel engaged directly in performing services under this Agreement. A not to exceed cap for the total fee for each assignment given under this compensation basis may be established prior to the issuance of the Task Authorization to Proceed. The compensation method shall be in accordance with the compensation schedule as shown above.

B. Lump Sum Fee: The fee for any requested portion of Work may be, at the option of WASD, a lump sum amount mutually agreed upon by the Director and the Consultant. The lump sum fee will be estimated based on the direct salaries times the negotiated multiplier times the hours per employee. Designated lump sum fees shall be stated in the written Task Authorization. Lump sum fees shall NOT include any reimbursable expenses, which must be separately accounted for and paid based on original receipts and actual costs. Additionally, the Consultant and the Consultant's Subconsultants are required to maintain project records that identify the employees that performed the work and the hours worked, in the event of an audit.

C. Reimbursable Expenses: The Consultant will be compensated for expenditures not covered by fees for engineering services, provided such expenditures are reasonable and previously authorized by the Director in writing. Reimbursable expenses should be listed and approved in the Task Authorization prior to the Director or Director's designee's approval of the fee. The cost of doing day-to-day business shall not be considered a reimbursable expense under this section. Reimbursable expenses may include:

1. Expenses for laboratory tasks and analyses, permitting fees, printing and reproduction costs, rental or purchase of specialized equipment, software licenses and instruments necessary for the efficient performance of the Work, provided that such equipment and instruments become the property of the County upon Project completion.
2. Expenses for travel (except commuting). The Consultant shall claim no more in expenses for travel, transportation, and subsistence than would be allowed by an "authorized person" pursuant to the terms of Section 112.061, Florida Statutes, and the County's Administrative Orders 6-1 and 6-3, as presently written or hereafter amended. No such expenses shall be approved without the prior written consent of the Director. For the purposes of this Section, the principal place of business shall be considered the Consultant employee's local office. Failure to obtain such prior authorization shall be grounds for nonpayment of such expenses. To be compensated, the Consultant shall maintain accurate records in a format and procedure provided by WASD, and the Consultant shall timely submit said records with their invoices.
3. Reimbursable expenses of the Consultant and approved Subconsultants shall be identified on a direct cost basis. Mark-ups as a percentage of salary costs are not permissible and will not be reimbursed or paid.

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4. The Consultant shall submit original receipts of all reimbursable expenses for Task Authorizations to Proceed issued on a time and material basis and lump sum.
5. Items not listed shall be reviewed on a case-by-case basis and shall require written approval in advance by the Director.

Compensation for Other Services (if applicable): If surveying services are required during the Project and such work is authorized in writing by the Director, the Consultant shall be compensated for performance of said work on an hourly basis, and the rates shall not exceed the negotiated rates under the latest approved Miami-Dade County surveying contracts.

Attached hereto as Attachment "E" is the Truth-in-Negotiation Certificate required by Section 2-10.4 of the Code of Miami-Dade County and Section 287.055(5)(a), Florida Statutes. The Consultant hereby certifies and agrees that wage rates and other factual unit costs, as submitted in support of the compensation provided in this Section, 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 price of services was increased due to inaccurate, incomplete or unclear wage rates or other factual unit costs. All such compensation adjustments shall be made within one (1) year from the date of final billing or acceptance of the Work by the County, whichever is later. The County may request a certified copy of the Consultant's payroll at any time during the term of this Agreement.

County Discretion to Negotiate: Notwithstanding and prevailing over any other provision of this Agreement, the County may, in its sole discretion, through the Director, negotiate fees and rates with the Consultant, that are mutually acceptable to the County and the Consultant, and that are less than those set forth herein for particular projects, including but not limited to, a lower multiplier and hourly rates. The results of any negotiations cannot exceed the caps set forth in this Agreement.

Section 9 – Method of Payment

The County shall make monthly or partial payments to the Consultant for properly and completely submitted invoices, in accordance with Prompt Payment Ordinance No. 94-40, as currently in effect or as amended in the future, for all authorized Work performed during the previous calendar month or other mutually agreed invoicing period. The Consultant shall submit original invoices that do not contain charges that are more than one hundred twenty (120) days old. If disallowed charges are found, the County may return the entire invoice to the Consultant for correction and resubmittal. The Consultant shall provide all records necessary to substantiate payment requests to the County. Payments shall be made in accordance with the following methods:

A. Fee for Services as a Multiple of Direct Salary Cost and Fixed Hourly Rate (also referred to as Time and Materials):
   1. The Consultant shall submit the invoice in a format provided by WASD. Each invoice shall reference the particular Task Authorization to Proceed that authorized the services and shall include a status report describing the Work completed to date.
   2. The Consultant is responsible for reporting all payments made to each subconsultant participating on a County project, and payments received must be confirmed by the subconsultants via Miami-Dade County's Business Management Workforce System (BMWS) at https://mdcsbd.gob2g.com.

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3. The amount of the invoice submitted shall be comprised of the amounts due for all services performed and reimbursable expenses incurred during the previous calendar month or other mutually agreed upon invoicing period to date in connection with the authorized Work. The amounts due for professional services and reimbursable expenses shall be calculated in accordance with Section 8 of this Agreement.
4. Invoiced reimbursable expenses must be substantiated by original receipts and other documentation as necessary.

B. Lump Sum Fee:
1. The Consultant shall submit the invoice in a format provided by WASD. Each invoice shall reference the particular Task Authorization to Proceed that authorized the services and shall include a status report describing Work completed up to the date of the invoice (including the percentage of work completed on the job for the time referenced in the invoice).
2. The Consultant shall report all payments made to each Subconsultant participating on a County project, and payments received must be confirmed by the Subconsultants via Miami-Dade County's Business Management Workforce System (BMWS) at https://mdcsbd.gob2g.com.
3. The amount due on the invoice shall be calculated by applying the percentage of the total Work completed to date to the authorized lump sum and subtracting any previous payments, credits or adjustments.
4. Invoiced reimbursable expenses must be substantiated by original receipts and other documentation as necessary.

Section 10 – Subconsultants

The Consultant shall utilize the following firms as Subconsultants:

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The Consultant shall not sub-consult, assign or transfer to others Work performed under this Agreement without thirty (30) days written notice to the Director. The request must be approved by the Director after which the Department of Small Business Development must approve the additional SBE Subconsultant(s). In addition, the Consultant shall not allow the Subconsultant to utilize, assign or transfer Work to others for Work performed under this Agreement without the written consent of the Director. When applicable and upon receipt of such consent in writing by the Director, the Consultant shall cause the names of the firms responsible for the major portions of each separate specialty of the Work to be inserted in the pertinent documents or data. Nothing contained in this Agreement shall create any contractual relationship between the County and the Subconsultants.

A. In addition, and as applicable, the Consultant agrees to comply with Miami-Dade County Ordinance No. 01-103 and Implementing Order 3-32 regarding the Small Business Enterprise (SBE) Architectural and Engineering program. The COUNTY has established a SBE A/E participation goal of percent (%) under this Agreement.

B. Subconsultants – The Consultant shall not change or substitute first tier subcontractors/subconsultants 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 subcontractors/subconsultants used in the work, the amount of each subcontract, and the amount paid and to be paid to each subcontractor/subconsultant via Business Management Workforce System (BMWS) at http://mdcsbd.gob2g.com. The Consultant shall be responsible for reporting all payments to subconsultants, and subconsultants must confirm the reported payments, via BMWS, within the specified time frame. In the event that the Prime Consultant intends to pay less than the subcontract amount, the Prime Consultant shall deliver to the County a statement explaining the discrepancy or any disputed amount.

Section 11 - Prompt Payment

The Consultant shall comply with Section 2-8.1.4 of the Code of Miami-Dade County that requires the Consultant to issue prompt payment to all small business contractors and to have dispute resolution procedures in place if payments to small businesses are disputed. Failure of the Consultant to issue prompt payment to small businesses, or to adhere to its dispute resolution procedures, may be cause for suspension, termination, and debarment. The Consultant shall provide the County with a copy of its dispute resolution process within fourteen (14) days of the Contract Effective Date.

Section 12 – 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 Agreement or for any other purpose, the County may retain such amount from payment due by the 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 therein.

Section 13 – Agreement Duration

Unless terminated earlier, this Agreement shall remain in full force and effect for ( ) years after the Effective Date or as of the date the maximum compensation set forth above has been expended, whichever is sooner. The Agreement has an option to extend, at the discretion of the County Mayor or County Mayor's designee, for ( ) ( ) year option-to-renew, provided that the maximum compensation set forth in Section 7 is not reached by the completion of the initial term. Actual completion of the Services authorized prior to the expiration date may extend beyond such term and shall be subject to the same terms and conditions set forth in this Agreement, including but not limited to, indemnification and insurance. The performance of specifically and properly authorized services that may extend beyond this Agreement's term shall be compensated in accordance with Section 8 herein.

Section 14 – Change of Principal In Charge or Project Manager

, shall be the Principal-In-Charge and , shall be the Project Manager, respectively. If the County or the Consultant requests a change of the Principal-In-Charge or Project Manager, the party initiating said change shall make every effort to submit the request

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in writing within two (2) weeks of such proposed change. The Director reserves the right to approve the replacement of the Principal In Charge or Project Manager.

Section 15 – Assignment of Agreement

This Agreement shall not be transferred, assigned or otherwise conveyed to any other party without the express written consent of the Director.

Section 16 – Binding Effect

This Agreement shall inure to the benefit of and shall be binding upon the Consultant and the County and their respective successors, assigns and legal representatives.

Section 17– No Third-Party Rights

This Agreement is exclusively for the benefit of the County and Consultant and shall not provide any third parties with any remedy, claim, liability, reimbursement, cause of action or other rights.

Section 18 – Non-Exclusivity

Notwithstanding any provision of this Agreement, this Agreement is nonexclusive, and the County is not precluded from retaining or utilizing any other consultant to perform like services for WASD. 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 like services.

Section 19 – Modification

No alteration, change, or modification of the terms of this Agreement shall be valid unless made in writing, signed by all Parties hereto, and approved by the County.

Section 20 – Severability

If any clause, provision, subsection or Section of this Agreement is ruled invalid by any court of competent jurisdiction, the remaining provisions hereof and this Agreement shall be construed and enforced as if such invalid portion did not exist.

Section 21 – Drafting Responsibility

Neither party shall be held to a higher standard than the other party in the interpretation or enforcement of this Agreement, as a whole, or any portion hereof, based on drafting responsibility.

Section 22 – Performance Evaluations

In accordance with Implementing Order 3-39 entitled “Standard process for construction of capital improvements, acquisition of professional services, construction contracting, change order and reporting”, the Consultant is advised that performance evaluations of the services rendered under this Agreement shall be performed by WASD at least once during completion of each Task Authorization.

Section 23 – Delay in Performance

No claim for damages or any claim, other than for an extension of time, shall be made or asserted against the County by reason of any delays except as provided herein. The Consultant shall not be entitled to an increase in the sum, payment or compensation of any kind from the County for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to, costs of acceleration or inefficiency arising because of delay, disruption, interference or hindrance from any cause whatsoever; provided, however,

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that this provision shall not preclude recovery or damages by the Consultant for hindrances or delays due solely to fraud, bad faith or active interference on the part of the County or its agents. Otherwise, the Consultant shall be entitled only to extensions of the time as the sole and exclusive remedy for such resulting delay, in accordance with and to the extent specifically provided below.

Section 24 – Non-Performance

Should the Consultant fail to perform its services within the time agreed to by the County and the Consultant or provide poor quality services, and such failure causes a delay in the progress of the scope of work as defined in each specific Task Authorization, the Consultant shall be liable for all damages to the County resulting from such delay.

In the event a project delay or deficiency occurs as the result of the Consultant's lack of performance, the County shall notify the Consultant through a formal "Notice of Deficiency" letter, specifying the basis for such deficiency, and advising the Consultant that such deficiency must be cured immediately, or the County may terminate the Agreement pursuant to Section 27 below. The Consultant shall have ten (10) days to provide a response with a detailed plan to cure and rectify said deficiency, to the County's reasonable satisfaction as confirmed through the County's written approval. If the Consultant fails to respond or comply with the plan for correction of deficiencies within the allotted time, the County may, at its sole discretion, start the Agreement Termination process in Section 27 below.

Section 25 – Errors and Omissions

For construction work resulting from the Consultant's design herein, the County shall maintain a record of all construction changes categorized according to the various types, causes, etc. that the County may determine are useful or necessary for its purposes. Among those categories are construction changes allegedly caused by design errors or omissions in the bid documents that are prepared by the Consultant under this Agreement. The Parties shall jointly review such records of the County to determine whether such changes were caused by negligent design errors or omissions of the Consultant and, if so, the extent of Consultant's responsibility for any costs associated with the same in accordance with this Agreement. For the purposes of this provision, errors and omissions shall be dealt with differently, as follows:

A. Errors: It is specifically agreed that any construction changes identified by the County as an error in the bid documents that were prepared by the Consultant may constitute an additional cost to the County that would not have been incurred without said error. The Consultant agrees to be responsible for all costs and damages to the County to the extent such damages were caused by the Consultant's breach of the standards of care provided in Section 2 of this Agreement or breach of any other duty or requirement specifically set forth or incorporated in this Agreement, or any attachment, exhibit or addendum hereto, or in applicable laws.
B. Omissions: It is further specifically agreed for purposes of this Agreement that any construction changes identified by the County as an omission in the bid documents that were prepared by the Consultant may constitute an additional cost to the County that would not have been incurred without said omission. The Consultant agrees to be responsible for all costs and damages to the County to the extent such damages were caused by the Consultant's breach of the standards of care provided in Section 2 of this Agreement or breach of any other duty or requirement specifically set forth or

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incorporated in this Agreement, or in any attachment, exhibit or addendum hereto, or in applicable laws.

Upon review of the records of errors and omissions noted above, in the event that it is determined that the Consultant is responsible for any damages to the County, the Consultant may participate in all negotiations with the contractor related to this Section. Such Consultant participation shall be at no additional cost to the County. Failure by the Consultant to participate in the negotiations with the contractor shall constitute a waiver of Consultant's rights to contest the appropriateness or amount of any settlements or change orders.

To obtain recovery for errors and/or omissions covered in Paragraphs A and B above, the County shall deduct from funds due to the Consultant in this or any other contract the Consultant may or will have with the County. In executing this Agreement, the Consultant specifically agrees to the reasonableness of these damage calculations and to the County's rights to recover same as stated above, provided, however, the Parties agree that in no event shall the Consultant be responsible for the cost of construction changes to the extent that such changes are determined to be a betterment to the County, unless such purported betterment is needed to meet a performance standard or other Project or contract requirement that Consultant's prior plans and/or specifications did not fully meet or satisfy. The recovery of additional costs to the County under this Section shall not preclude or limit in any way the Consultant's indemnification obligations to the County pursuant to Section 42 of this Agreement or preclude or limit in any way recovery for other separate and/or additional damages that the County may otherwise incur.

Section 26 – Termination of Agreement: For Convenience

It is expressly understood and agreed that the Director may terminate this Agreement, in total or in part, for convenience, without cause or penalty, by thirty (30) days' prior written notification in writing from the Director or by declining to issue Task Authorizations; in which event the County's sole obligation to the Consultant shall be payment, in accordance with Section 8 – Compensation for Services, for those units or sections of Work previously authorized. Such payment shall be determined based on the hours or percentage of Work performed by the Consultant found acceptable to the County, up to the receipt of the Notice of Termination. In the event partial payment has been made for professional services not performed, the Consultant shall return such sums to the County within ten (10) days after receipt of written notice that said sums are due. Upon such termination, the County may, without penalty or other obligation to the Consultant, elect to employ other persons to perform the same or similar services.

Section 27 – Termination of Agreement: Default

The Agreement may be terminated, in whole or in part, by the County for failure of the Consultant to materially comply with any provisions of this Agreement. If the Consultant fails to materially comply with the provisions of this Agreement, inclusive of its Exhibits, which includes, without limitation, any one or more of the following acts: (i) Consultant has not cured the deficiency in accordance with the cure plan submitted after receipt of the Notice of Deficiency, or (ii) failed to supply adequate professional personnel or resources, or (iii) has failed to obtain County approval when required or (iv) has been dissolved by state law or otherwise ceased to do business, or (v) the County determines that the Consultant or the Consultant's Subconsultants have failed to comply with the provisions of Section 448.095 of the Florida Statutes, titled "Verification of Employment Eligibility", the Director may declare the Consultant in default following thirty (30) days' prior written notification, unless Consultant

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commences correction of such material non-compliance within five (5) days of such written notification and diligently completes the correction within thirty (30) days thereafter, unless an extension of such thirty (30) day period is granted by the County in its sole discretion. In such an event, the Consultant shall only be compensated for any professional services completed as of the date written Notice of Default is served. In the event partial payment has been made for such professional services not completed, the Consultant shall return such sums to the County within ten (10) days after receipt of written notice that said sums are due. The Consultant shall not be compensated for professional services which have been performed but have not been completed by the time the Director declares a default.

Section 28 – Rights of Decision

The Parties desire to resolve all disputes informally in an amicable manner without litigation. Therefore, all services shall be performed by the Consultant to the satisfaction of the Director who shall make an initial decision on all questions, difficulties, and disputes of whatever nature which may arise under or by reason of this Agreement, the prosecution and fulfillment of the services hereunder, and the character, quality, amount and value thereof. The Director's decisions upon all claims, questions and disputes shall be final, conclusive, and binding upon the Parties, unless a party provides written Notice of Objection within ninety (90) days of a written decision by the Director. The Parties will follow the Notice of Objection with a senior management meeting between the Director or other designee of the County and an executive representative of no less than Senior Vice President of the Consultant. If the dispute is not resolved within sixty (60) days of the Notice of Objection, either party may seek resolution of the dispute in a Court of competent jurisdiction. The Consultant shall continue to perform under the Agreement and follow the Director's direction during the time a dispute is being resolved. In the event there is litigation to enforce the provisions of the Agreement, or due to a breach of this Agreement, each Party shall bear their own attorneys' fees.

Section 29 – Force Majeure

No Party shall be liable for its failure to carry out its obligations under the Agreement during a period when such Party is rendered unable, in whole or in part, by a Force Majeure Event to carry out such obligations, but the obligation of the Party or parties relying on such force majeure shall be suspended only during the continuance of any inability so caused and for no longer period of said Force Majeure Event, and such cause shall, so far as possible, be remedied with all reasonable dispatch.

The right of any party hereto to excuse its failure to perform because of a Force Majeure Event is conditioned on such party giving the other party or parties written notice of its assertion that a force majeure delay has begun within fourteen (14) calendar days of the beginning of such Force Majeure Event. Failure to make such written request within the specified time shall waive the Consultant's ability to bring any claim or civil action against the County for either compensable or non-compensable time extension relating to the Force Majeure Event.

Section 30 – Governing Law

This Agreement, regardless of where executed, shall be governed by and construed according to the laws of the State of Florida, and venue shall exclusively be in Miami-Dade County, Florida.

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Section 31 – E-Verify

By entering into this Agreement, the Consultant shall comply with the provisions of Section 448.095, Florida Statutes, titled "Verification of Employment Eligibility". This includes but is not limited to, using the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of all newly hired employees by the Consultant effective January 1, 2021 and requiring all Subconsultants to provide an affidavit attesting that the Subconsultant does not employ, contract with, or subcontract with, an unauthorized alien. Failure to comply may lead to termination of this Contract, or if a Subconsultant knowingly violates the Statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination, and the Consultant may be liable for any additional costs incurred by the County resulting from the termination of the Contract pursuant to Section 27 of the Contract. If this Contract is terminated for a violation of the Statute by the Consultant, the Consultant may not be awarded a public contract for a period of one year after the date of termination. Public and private employers must enroll in the E-Verify System (http://www.uscis.gov/e-verify) and retain the I-9 Forms for inspection.

Section 32 – Applicable Laws

The Consultant shall, during the term of this Agreement, be governed by federal, State of Florida and county laws, regulatory orders, county codes and resolutions, and WASD operating procedures, all as may be amended from time to time, that may have a bearing on the services involved in this Project.

This section provides a listing of applicable laws, orders, codes, resolutions, or procedures; it is the responsibility of the Consultant to adhere to applicable laws listed below and any other not listed that may apply.

1. Ordinance No. 72-82- Conflict of Interest, as amended;

2. Ordinance No. 77-13- Financial Disclosures, as amended, which is incorporated herein by reference, as if fully set forth herein in connection with the Consultant's obligations hereunder. The Consultant shall comply with the financial disclosure requirements of Ordinance No. 77-13 by filing, within thirty (30) days of the Effective Date of this Agreement, one of the following with the Miami-Dade County Elections Department, P.O. Box 521550, Miami, Florida 33152:

   a. A source of income statement;
   b. A current certified financial statement; or
   c. A copy of the Consultant's Current Federal Income Tax Returns.

3. Office of the Inspector General, pursuant to Section 2-1076 of the County Code;

4. Small Business Enterprises. The County endeavors to obtain the participation of all small business enterprises pursuant to Sections 2-8.2, 2-8.2.3 and 2-8.2.4 of the County Code and Title 49 of the Code of Federal Regulations;

5. Antitrust Laws. By acceptance of any contract, the vendor agrees to comply with all antitrust laws of the United States and the State of Florida;

6. Resolution No. 1634-93, Quarterly Reports (Miami-Dade County Work);

DRAFT

7. Implementing Order 3-39 – Standard process for construction of capital improvements, acquisition of professional services, construction contracting, change orders and reporting;

8. Resolution No. 744-00- Engage of Critical Personnel in Contracts for Architectural and Engineering;

9. Ordinance No. 94-34- Criminal Record;

10. Resolution No. 113-94- Quarterly Reports (Private Sector Work);

11. Resolution No. 516-96 and Administrative Order No. 3-20- Independent Private Sector Inspector General (IPSIG); and

12. Resolution R-63-14 – Contractor Due Diligence Affidavit, Attachment "F".

13. Ordinance No. 99-152 False Claims

14. Fair Subcontracting Policies Certification, Section 2-8.8 of the County Code, Attachment "G"; and

15. Non-Collusion Affidavit, Section 2-8.1.1 and 10-33.1of the County Code, Attachment "H".

16. Human Trafficking Affidavit, as required by Section 787.06, Florida Statutes, as amended by House Bill 7063, which is deemed as being expressly incorporated into this Attachment "I".

Further, the Consultant shall be registered with the County – Strategic Procurement Department or successor department, for the duration of this Agreement. In becoming a registered vendor with Miami-Dade County, the Consultant's Federal Employer Identification Number (FEIN) must be provided, via submission of Form W-9 and 147c Letter, as required by the Internal Revenue Service (IRS). If no FEIN exists, the Social Security Number of the owner must be provided as the legal entity identifier. This number becomes Consultant's "County Vendor Number." To comply with Section 119.071(5) of the Florida Statutes relating to the collection of an individual's Social Security Number, be aware that the County requests the Social Security Number for the following purposes:

- Identification of individual account records;
- Payments to individual/Consultant for goods and services provided to Miami-Dade County;
- Tax reporting purposes; and
- Provision of unique identifier in the vendor database used for searching and sorting departmental records.

The Consultant confirms its commitment to comply with the vendor registration requirements and the associated affidavits available in INFORMS at https://supplier.miamidade.gov.

Additionally, the County has implemented programs relating to Resilience, Special Considerations and Equity, Inclusion and Worker Protection, which are listed below and are applicable to this Agreement as consistent with State law.

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Resilience: As applicable and as consistent with State law, when performing services under this Contract, the Consultant shall comply with the following:

A. Sustainable Buildings Program, Envision and/or LEED Certified construction requirements, including "prescriptive" measures like cool roofs, electric vehicle charging, solar evaluation, and energy star certified products – Chapter 9, Article III, Sustainable Buildings Program; Ordinance 07-65; Ordinance 22-107; Section 9-71 through 9-75 of the County Code; IO No. 8-8; Ordinance No. 19-17; Sections 33-122.5 and 30-16 of the County Code; and Resolution Nos. R-1101-15, R-1103-10, R-54-18, R-228-09, R-918-12, R-795-12l

B. Sea Level Rise – Resolution No. R-451-14 and Ordinance No. 14-79, codified in Section 2-1 of the County Code as Board of County Commissioners Rule 5.09- Statement of consideration of sea level rise

C. Tree Canopy Enhancement – Comprehensive Development Master Plan (CDMP) Goal of reaching a 30% tree canopy – CDMP CON-8M

D. Cool Pavements – CDMP LU-10l

E. Water Submeters Required for New Multifamily Residential Developments – Section 8-31 County Code / Section 8A-381l County Code and Ordinance No. 08-14

F. Life Cycle Cost Analysis – Administrative Order 11-3

G. Testing of Energy Saving Products – Administrative Order No. 11-2

H. Green Procurement Preference Program – Resolution No. R-1053-09 and Buy Green Purchasing Guide

I. Ban on polystyrene products at County Parks – Ordinance No. 16-58

J. Green Business Certification Program – Implementing Order No. 3-55

K. Plan to Reduce Consumption of Gasoline – Resolution No. R-969-03

L. Integrated Pest Management Services – Resolution No. R-221-17

M. Policy Favoring Waste Reduction – Resolution No. R-374-03

N. Plastic 305 Program – Resolution No. R-1179-21

O. Solar Hot Water and Solar Photovoltaic Feasibility Evaluation – Resolution No. R-303-17;

P. Use of Herbicides by the County – Resolution No. R-621-19

Special Consideration: As applicable and as consistent with State law, when performing services under this Contract, the Consultant shall comply with the following:

A. Buy American Iron and Steel Products Procurement Program – Section 2-8.2.6.1 of the County Code

B. Cybersecurity and Information Technology Procurement and Protection Program – Section 2-8.2.6.2 of the County Code

Equity, Inclusion, and Worker Protection: As applicable and as consistent with State law, when performing services under this Contract, the Consultant shall comply with the following:

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A. Small Business Enterprise Architecture & Engineering Program- Section 2-10.4.01 of the County Code and Implementing Order No. 3-32

B. Small Business Enterprise Goods Program – Section 2-8.1.1.1.2 of the County Code and Implementing Order No. 3-41

C. Small Business Enterprise Services Program – Section 2-8.1.1.1.1 of the County Code and Implementing Order No. 3-41

D. First Source Hiring Referral Program – Section 2-2113 of the County Code and Implementing Order No. 3-58

E. Americans with Disabilities Act (ADA) – 42 U.S.C. §12101, et. seq. and Administrative Order No. 10-10

F. Paid Sick Leave Requirement for County Service Contracts- Section 2-8.11 of the County Code and Implementing Order No. 3-66

G. Disclosure of Discrimination Lawsuits – Resolution No. R-828-19

H. Joint Venture Participation and Mentor Protégé Program – Implementing Order No. 3-41

Section 33 – Ownership of Documents

All notes, correspondence, documents, data, transactions of all forms, financial information, designs, drawings, renderings, calculations, specifications, models, photographs, reports, surveys, investigations, and any other documents and copyrights thereto for services performed or produced in the performance of this Agreement, whether in paper or other hard copy medium or in electronic medium, except with respect to copyrighted standard details and designs owned by the Consultant or owned by a third party and licensed to the Consultant for use and reproduction, shall become the property of the County. However, the County may grant an exclusive license of the copyright to the Consultant for reusing and reproducing copyrighted materials or portions thereof as authorized by the County 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 the County. The Consultant shall warrant to the County that he/she has been granted a license to use and reproduce any standard details and designs owned by a third party and used or reproduced by the Consultant in the performance of this Agreement. Nothing contained herein shall be deemed to exclude any document from the requirements of Chapter 119, Florida Statutes.

The Consultant shall be permitted to reproduce any copyrighted material described above after written approval from the County.

Section 34 – Proprietary Information

Notwithstanding any other provisions of this Agreement or any provisions in a particular Task Authorization to Proceed, proprietary computer programs or software, developed by the Consultant outside of this Agreement, shall remain the exclusive property of the Consultant and shall not be disclosed to third parties, unless otherwise required by law. The Consultant shall provide the necessary licensing agreements to enable the County to use proprietary property, including but not limited to, computer programs or software.

Section 35 – Public Records and Contracts for Services Performed on behalf of a Public Agency

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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 the 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 permitted by Chapter 119, Florida Statutes, 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 Agreement, contact the Custodian of Public Records at (305) 375-5773; Isd-Vss@Miamidade.Gov; 111 N.W. 1 Street, Suite 1300, Miami, Florida 33128.

Section 36 – Press Release or Other Public Communication

Under no circumstances shall the Consultant:

A. Issue or permit to be issued any press release, advertisement or literature of any kind which refers to the County, or the Work being performed hereunder, without the express prior written approval of the County. Such approval may be withheld if for any reason the County believes that the publication of such information would be harmful to the public interest or is in any way undesirable.

B. Communicate in any way with any contractor, department, board, agency, commission or other organization or any person, whether governmental or private, in connection with the services to be performed hereunder except upon prior written approval of the County.

C. Except as may be required by law, the Consultant and its employees, agents, subcontractors, Subconsultants, and suppliers will not represent, directly or indirectly, that any product or service provided by the Consultant, or such parties has been approved or endorsed by the County.

Section 37 – Notices

Any notices, reports or other written communications (electronic mail) from the Consultant shall be considered delivered when delivered by certified mail or delivered in person to the Director. Any notices, reports or other written communications (electronic mail) from the County to the Consultant shall be considered delivered when posted by certified mail to the Consultant at the last address left on file with the County or delivered in person to the Consultant or the Consultant's authorized representative.

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FOR MIAMI-DADE COUNTY:
Attention: WASD, Director
3071 SW 38 Avenue, 5th Floor
Miami, Florida 33146
Phone:786-552-8200
Email: jay.fink@miamidade.gov

FOR CONSULTANT:
Attention:
Address:
Phone:
Email:

Section 38 – Audit Rights

Until the expiration of five (5) years after final payment is received under this Agreement, the County shall have access to and the right to examine and reproduce any of the Consultant's or its Subconsultant's documents, books, papers, and records related to this Agreement at any reasonable time and during normal business hours. The Consultant shall provide any records necessary to substantiate payment requests to the County, including audited financial statements. In the event an audit undertaken pursuant to this Section reveals improper, inadvertent, or mistaken payments to the Consultant, the Consultant shall remit such payments to the County. The County shall retain all legal and equitable rights with respect to recovery of payments.

Section 39– Nondiscrimination

During the performance of this Contract, Contractor agrees to comply with all applicable federal, state and local laws prohibiting discrimination based on race, color, religion, sex, national origin, or other protected characteristic, including, but not limited to, Title VI of the Civil Rights Act of 1964, Title VII of the Civil Rights Act of 1964, the Equal Protection Clause of the Fourteenth Amendment, and the Florida Civil Rights Act, and will take affirmative action to ensure that employees and applicants are afforded equal employment opportunities without discrimination.

By entering into this Contract, the Contractor 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, as amended by R-182-00. If the Contractor or any owner, subsidiary or other firm affiliated with or related to the Contractor is found by the responsible enforcement agency or the County to be in violation of the Act or the Resolution, such violation shall render this Contract void. This Contract shall be void if the Contractor submits a false affidavit pursuant to this Resolution or the Contractor violates the Act or the Resolution during the term of this Contract, even if the Contractor was not in violation at the time it submitted its affidavit.

Section 40 – Solicitation

The Consultant warrants, certifies and agrees that no companies or persons, other than bona fide employees working solely for the Consultant or the Consultant's Subconsultants, have been retained or employed to solicit or secure this Agreement or have been paid or guaranteed payment of any fees, commissions, percentage fees, gifts or any other considerations contingent upon or resulting from the award or making of this Agreement. The Consultant also certifies and agrees that no County personnel, whether a full-time or part-time employee, has or shall be retained or employed in any capacity, by the Consultant

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or the Consultant's Subconsultants, to accomplish the Work contemplated under the terms of this Agreement. The County shall not pay the Consultant for any Work performed by County employees.

Section 41 – Warranty

The Consultant warrants that the services furnished by the Consultant under this Agreement shall conform to the quality expected of and usually provided by the profession in the State of Florida.

Section 42 – Indemnification and Hold Harmless

Pursuant to Section 725.08, Florida Statutes, and notwithstanding the provisions of Section 725.06, Florida Statutes, the Consultant shall indemnify and hold harmless the County 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.

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 shall hereby be interpreted as the Parties' intention for the indemnification clauses and Contract to comply with Chapter 725, Florida Statutes, as may be amended.

The Consultant shall pay liabilities and losses in connection therewith and shall pay all costs, judgments and attorneys' fees for such claims that are finally determined to have been caused by the Consultant's negligence, recklessness or intentionally wrongful conduct of the Consultant or its employees or agents. The Consultant expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Consultant shall in no way limit the responsibility to indemnify and hold harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

The Consultant agrees and recognizes that the County shall not be held liable or responsible for any claims, which may result from any negligent, reckless, or intentionally wrongful actions, errors or omissions of (in accordance with Florida Statutes Section 725.08) the Consultant in which the County participated either through review or concurrence of the Consultant's actions. In reviewing, approving or rejecting any submissions by the Contractor or other acts of the Consultant, the County in no way assumes or shares any responsibility or liability of the Consultant or Subconsultants under this Agreement.
This Section shall survive expiration or termination of this Agreement.

PURSUANT TO SECTION 558.0035, FLORIDA STATUTES, A DESIGN PROFESSIONAL EMPLOYED BY THE CONSULTANT OR AN AGENT OF THE CONSULTANT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE OCCURRING WITHIN THE COURSE AND SCOPE OF ITS CONTRACT FOR PROFESSIONAL SERVICES IF ALL CONDITIONS OF SECTION 558.0035 ARE MET.

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Section 43 – Insurance

The Consultant shall not commence any Work pursuant to this Agreement until all insurance required under this Section has been obtained and approved by the County's Risk Management Division of the Internal Services Department.

The Consultant shall furnish the certificates of insurance to WASD's Chief, Intergovernmental Affairs & A/E Contracts Division, Suite 152, 3071 S.W. 38th Avenue, Miami, Florida 33146 within thirty (30) days of a Task Authorization to Proceed. The certificates shall clearly indicate that the Consultant has obtained insurance in the type, amount, and classification as required for strict compliance with Section 44.

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

B. Commercial General Liability in an amount not less than $ per occurrence, and $ in the aggregate not to exclude Products & Completed Operations. **Miami-Dade County must be shown as an additional insured with respect to this coverage.**

C. Automobile Liability Insurance covering all owned, non-owned and hired vehicles, in an amount not less than $ combined single limit per occurrence for bodily injury and property damage.

D. Professional Liability Insurance in an amount not less than $ per claim.

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

The company must be rated no less than "**A-**" as to management, and no less than "**Class VII**" as to financial strength by Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County Risk Management Division.

Or

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

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

Compliance with the foregoing requirements shall not relieve the Consultant of the liabilities and obligations under this Section or under any other portion of this Agreement.

Section 44 – Public Entity Crimes

To be eligible for award of a contract, firms wishing to do business with the County must comply with the following: Pursuant to Section 287.133(2)(a), Florida Statutes, a person or

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affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

Section 45 – Office of the County Inspector General

According to Section 2-1076 of the Code of Miami-Dade County, the County has established the Office of the Inspector General ("IG") which may, on a random basis, perform audits, inspections, and reviews of all County contracts. This random audit is separate and distinct from any other audit by the County. To pay for the functions of the IG, any and all payments to be made to the Consultant under this Agreement will be assessed one-quarter of one percent (0.25%) of the total amount of the payment, to be deducted from each progress payment as the same becomes due unless, as stated in the Special Conditions, this Agreement is federally or state funded where federal or state law or regulations preclude such a charge. 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 audit cost shall also be included in all change orders/amendments and all Agreement renewals and extensions.

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

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

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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 Agreement, for examination, audit, or reproduction, until three (3) years after final payment under this Agreement or for any longer period required by statute or by other clauses of this Agreement. In addition:

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

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

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

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

Exception: The above application of one-quarter of one percent (0.25%) fee assessment shall not apply to the following contracts: (a) IPSIG contracts; (b) contracts for legal services; (c) contracts for financial advisory services; (d) auditing contracts; (e) facility rentals and lease agreements; (f) concessions and other rental agreements; (g) insurance contracts; (h) revenue-generating contracts; (i) contracts where an IPSIG is assigned at the time the contract is approved by the Board of County Commissioners (BCC); (j) professional service agreements under one thousand dollars ($1,000); (k) management agreements; (l) small purchase orders as defined in Miami-Dade County Administrative Order 3-2; (m) federal, state and local government-funded grants; and (n) interlocal agreements. Notwithstanding the foregoing, the BCC may authorize the inclusion of the fee assessment of one-quarter of one percent (0.25%) in any exempted contract at the time of award.

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

Section 46 – Independent Private Sector Inspector General

Under Administrative Order 3-20 and Resolution No. R-516-96, the County may retain the services of an independent private-sector inspector general (IPSIG) who may be engaged to audit, investigate, monitor, oversee, inspect and review the operations, activities and performance of the Consultant and County in connection with this Agreement. The scope of services performed by an IPSIG may include but is not limited to: monitoring and investigating compliance with Contract Specifications, project cost, 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,

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and activities of the Consultant, its officers, agents and employees, lobbyists, County staff and elected officials.

Upon ten (10) days written notice to the 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 Agreement, including but not limited to, original estimate files, bid and change order estimates, worksheets, proposals and agreements from and with successful and unsuccessful subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, bid and contract documents, back-charge documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records, and supporting documentation for the aforesaid documents and records.

Section 47 – Commission on Ethics and Public Trust

Pursuant to Section 2-11.1(y) of the Code of Miami-Dade County, the Commission on Ethics and Public Trust has jurisdiction over contractors, consultants, and vendors. The Consultant acknowledges that pursuant to Section I of the Lobbyist Rules adopted by the Ethics Commission, the County Mayor or the Board of County Commissioners may void any agreement where a lobbying violation has occurred.

Section 48 – Organizational Conflict of Interest

A. An organizational conflict of interest per Section 2-11.1 of the Miami-Dade County Code is a situation in which an Consultant or its employee: (a) under the Contract, 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 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 Agreement, 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 a County contract that put the Consultant in a position to influence the result of the solicitation.

B. Certification of no organizational conflict of interest: The Consultant's: (a) execution of this Contract or any agreement to perform any work under a work order or (b) making any claim for payment under the Contract, constitutes the Consultant's certification to the County that the Consultant does not have knowledge of any organizational conflicts of interest that exist in performing the work under the 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 Claims Ordinance.

C. Identification of organizational conflict of interest: The Consultant shall disclose to the County any organizational conflict of interest, or the potential for the same to occur, immediately upon its discovery. The disclosure shall be in writing and addressed to the Director. 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 simultaneously be reported to the Office of the Inspector General (OIG)

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and to the Commission on Ethics and Public Trust (COE). The Consultant's failure to identify an organizational conflict of interest, or to disclose the same to the County in the manner set forth in this Section, shall constitute a material breach of the Agreement.

D. 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, with the assistance of such other persons as he deems appropriate, shall make the final decision as to how to address an organizational conflict of interest. The County shall consider the specific facts and circumstances of the contracting 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 Project, then the County must 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 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 Contract.

E. 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 in his or her sole discretion and include, but are not limited to: (a) requiring the Consultant and/or its Subconsultants to implement structural barriers (firewalls) and internal corporate controls, (b) limiting Subconsultants' or personnel's involvement in a work assignment, (c) employing specific hourly limits on defined tasks, (d) limiting or prohibiting certain pass through fees and markups, (e) executing a mitigation plan which will define specific Consultant and Subconsultant duties to mitigate organizational conflicts of interest, (f) requiring Subconsultants who are conflict free to perform identified areas of work, (g) requiring the Consultant or its Subconsultants to adopt, disseminate and instruct staff on conflict of interest identification and remediation procedures, and/or (h) relying on more than one source or on objective or verifiable data or information.

F. Documentation and evaluation: The Director 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 Project. 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 COE.

G. Organizational conflicts of interest which are not remedied: If in the Director's sole discretion, there is no measure or combination of measures which protect the County against the organizational conflict of interest, then the Consultant may not perform the subject work. The County may in its discretion, terminate for convenience the Agreement, or portion of the Agreement, which the Consultant has materially breached because of such inability to perform.

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Section 49 – Security Restrictions

Access to certain County property is restricted. The Consultant is subject to Article IX, Chapter 32 of the Miami-Dade County Code (Ordinance No. 02-68). In the event the Consultant needs access to such County property, the Consultant shall comply with the security ordinance and any other requirements by the County relating to security which may include background checks, the use of photo identification badges and limited access to County property. The photo identification badges and associated costs are not reimbursed. Prior to commencing Work at any County property, the Consultant shall meet with Plant Superintendent or other designated personnel to submit required information and discuss security relating to the Project. Subconsultants are also required to comply with the restrictions, and it shall be the responsibility of the Consultant to ensure that the Subconsultants comply with security ordinance and all restrictions.

In accordance with Section 119.071(3)(b), Florida Statutes, 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 structures owned or operated by an agency are exempt from Section 119.07, Florida Statutes, and Section 24(a), Article I of the Florida 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 property owner if disclosure is necessary for the receiving entity to perform its duties and responsibilities; to a licensed architect, engineer, or Consultant who is performing Work on or related to the building, arena, stadium, water treatment plant, or other structure owned or operated by an agency; or upon a showing of good cause before a court of competent jurisdiction. It is the responsibility of the Consultant receiving such information to maintain the exempt status of the information.

Section 50 – Sanction for Contractual Violations

Notwithstanding any other penalties for the Consultant and/or Subconsultants that may be found in Article VII of Chapter 11A of the Code, if the Consultant violates Article VII of Chapter 11A of the Code, the County may terminate this Agreement or require the termination or cancellation of the Subconsultants' agreements. In addition, a violation by the Consultant and/or Subconsultants, or failure to comply with the Implementive Order 3-39, may result in the imposition of one or more of the sanctions listed therein. The County additionally retains all rights sanctioned by federal, state or local Ordinance or Statute and may avail itself of any remedy of law or equity in the event of a breach of this Agreement.

Section 51 – Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Sectors List

By executing this Agreement through a duly authorized representative, the Consultant certifies that the Consultant is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Sectors List, as those terms are used and defined in Sections 287.135 and 215.473, Florida Statutes. The County may terminate this Agreement for default if the Consultant is found to have submitted a false certification or to have been, or is subsequently during the term of the Agreement, placed on

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the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Sectors List.

Section 52 – Contracting with Entities of Foreign Countries of Concern Prohibited

By submitting a bid, quote or other response, or otherwise entering into, a contract under this Solicitation, the Consultant affirms that it is not in violation of Section 287.138, Florida Statutes (F.S.) titled Contracting with Entities of Foreign Countries of Concern Prohibited. The Consultant further affirms that it is not giving a government of a foreign country of concern, as listed in Section 287.138, F.S., access to an individual's personal identifying information if: a) the Consultant is owned by a government of a foreign country of concern; b) the government of a foreign country of concern has a controlling interest in the Consultant; or c) the Consultant is organized under the laws of or has its principal place of business in a foreign country of concern as is set forth in Paragraphs 2(a)–(c) of Section 287.138, F.S. This affirmation by the Consultant shall be in the form Attachment "J" to this Agreement as Contracting with Entities of Foreign Countries of Concern Prohibited Affidavit.

Section 53 – Entirety of Agreement

This Agreement represents the entire Agreement between the County and the Consultant and supersedes all prior negotiations, representations, or agreements between the Parties hereto, either written or oral, pertaining to the Project(s). In the event there is a conflict among the provisions of this Agreement, the order of precedence will be as follows: 1) This Agreement and its Exhibits; 2) Miami-Dade County's NTPC No. E26WS02 and, any associated addenda issued; and 3) the Consultant's proposal in response to the NTPC.

(The remainder of this page was intentionally left blank)

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IN WITNESS WHEREOF the Parties hereto have executed this Agreement by their duly authorized officers on the date first written above.

ATTEST:

Juan Fernandez-Barquin, **Clerk of the Court and Comptroller**	**MIAMI-DADE COUNTY, a political subdivision of the State of Florida**
By:_____ Deputy Clerk	By:_____ County Mayor
_____ Print Name Date	
	(Corporate Seal)
By:_____ Signature	By:_____ Signature
_____, Secretary Print Name	_____, President Print Name

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this ____ day of _____, 20__. by _____, as President, and _____, as Secretary, _____, a _____, on behalf of the company, who is personally known to me or has produced (type of identification) as identification.

[Notary Seal]

_____
(Signature of person taking acknowledgment)

_____
(Name typed, printed or stamped)

_____
(Serial number, if any)

Approved for Legal Sufficiency:

_____
Assistant County Attorney

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ATTACHMENTS

Attachment A	Proposal for Services and Labor Expenses
Attachment B	Labor Rates/Table of Organization
Attachment C	Conflict of Interest Affidavit
Attachment D	Fee Schedule
Attachment E	Truth-In-Negotiation Certificate
Attachment F	Contractor's Due Diligence Affidavit
Attachment G	SPD Form #9 Fair Subcontracting Practices
Attachment H	Non-Collusion Affidavit
Attachment I	Kidnapping, Custody Offenses, Human Trafficking and Related Offenses Affidavit
Attachment J	Contracting with Entities of Foreign Countries of Concern Prohibited Affidavit

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Consultant Survey – Architecture, Engineering, and Design-Build Services

SPD Project No.	E26WS02
Title:	GEOTECHNICAL SERVICES, STRUCTURAL ASSESSMENT, MATERIALS TESTING, AND OTHER QUALITY ASSURANCE SERVICES FOR WATER AND WASTEWATER INFRASTRUCTURE PROJECTS
A/E Consultant Selection Coordinator:	Ana M. DaSilva

Please complete the form, and email to the attention of the A/E Consultant Selection Coordinator assigned to this project at: ana.dasilva@miamidade.gov.

1. Are there any factors deterring your firm from pursuing the subject project? (Please check off applicable boxes or write a comment).
   - ☐ Downloaded Future Solicitation document for information purposes only
   - ☐ Our firm is not certified in the required technical category(ies)
   - ☐ We are encountering difficulties in joining/creating a Team
   - ☐ Our firm does not have the preferred/required experience
   - ☐ Our firm is unable to meet the SBE/DBE goals
   - ☐ We made the decision to not participate due to the preclusion language or potential Organizational Conflict of Interest
   - ☐ We made a business decision to not pursue the subject project
   - ☐ Other (you may enter your comments below)

2. You may also submit below any comments on the attached draft solicitation package:

Comments: