# This document is a draft of a future solicitation and is subject to change without notice. This is not an advertisement.

**MIAMI-DADE COUNTY, FLORIDA**
**NOTICE TO PROFESSIONAL CONSULTANTS (NTPC)**
**MIAMI-DADE COUNTY STRATEGIC PROCUREMENT DEPARTMENT (SPD)**
**WATER REMEDIATION POOL**
**SPD PROJECT NO. E26PM01**

**NTPC AVAILABLE FOR DISTRIBUTION:**
XXXX, 2026

**PRE-SUBMITTAL PROJECT BRIEFING TO BE HELD:**
(While attendance is not mandatory, interested parties are encouraged to attend. The person responsible for submitting a proposal in INFORMS is strongly encouraged to attend.)
XXXX, 2026 at X:00 PM (Local Time)
111 NW 1st Street, XX Floor, XX Conference Room
Miami, Florida 33128

**DEADLINE FOR RECEIPT OF QUESTIONS:**
XXXXX, 2026 AT 2:00 P.M. (Local Time)

**MIAMI-DADE COUNTY CONTACT FOR THIS SOLICITATION:**
Julie Whiteside, Procurement Contracting Officer
Strategic Procurement Department (SPD)
111 NW 1st Street, Suite 1920, Miami, Florida 33128
Telephone: (305) 375-1559
E-mail: Julie.whiteside@miamidade.gov

**DEADLINE FOR RECEIPT OF PROPOSALS:**
XXXXX, 2026 AT 2:00 P.M. (Local Time)

The County Mayor, Miami-Dade County (County), pursuant to Section 287.055, Florida Statutes, Sections 2-8.1 and 2-10.4 of the County Code, Implementing Order 3-34 and 3-39, announces that Strategic Procurement Department is seeking five (5) A/E consultants to provide design & engineering services for water & wastewater mitigation and underground infrastructure upgrades.

For the purpose of preparing and submitting a Proposal, the following shall be the order of precedence:

1. Addenda to the Notice to Professional Consultants (NTPC)
2. Notice to Professional Consultants (NTPC)

3. Draft Professional Services Agreement (PSA)
4. Referenced Codes and Standards

It is the policy of Miami-Dade County that all elected and appointed County officials and County employees shall adhere to the Public Service Honor Code (Honor Code). The Honor Code consists of minimum standards regarding the responsibilities of all public servants in the County. Violation of any of the mandatory standards may result in enforcement action. See, Implementing Order (" I.O. "7-7).

Pursuant to Florida Statutes Section 287.05701, Proposers are hereby notified that the County will not request documentation of, or consider, the social, ideological or political interests of a Proposer when determining if a Proposer is a responsible vendor nor will the County give preference to a Proposer based on the Proposer's social, ideological or political interests. Therefore, nothing in this NTPC shall in any way be utilized to request documentation relating to or authorizing consideration of a Proposer's social, political, or ideological interests when determining if the Proposer is a responsible vendor or to give a preference to a Proposer based on the Proposer's social, political, or ideological interests.

The following project specific documents may be requested from the A/E Consultant Selection Coordinator denoted above as they become available: Selection Committee Appointment Memoranda, Pre-Submittal Project Briefing Attendance List, List of Respondents, Schedule of Presentations as applicable, and Evaluation Meeting Tabulation Sheets showing final rankings.

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Miami-Dade County Letter of Qualifications (LOQ)
A/E Experience & Qualification/Preference/Reference Form
SPD Form - Locally Headquartered Business Affidavit (Rev. 07-14-2025)
SPD Form - Locally Headquartered Business – Letter of Commitment (LOC)
Exhibit "A" Draft Professional Services Agreement

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# DIVISION 1.0 PROCEDURES AND SCOPE OF SERVICES

## 1.1 DEFINITIONS

The following definitions, as well as additional terms necessary for understanding the provisions of this solicitation, are defined in Implementing Order ("I.O.") 3-39. Subject legislation may be obtained via the internet at www.miamidade.gov, or from the Clerk of the Board (COB); refer to Division 2.2 for COB location.

a) A/E: Architectural and engineering.

b) A/E Consultant Selection Coordinator: The person designated by the County as the primary contact for this solicitation, whose name appears on the cover of this NTPC. Synonymous with the term "Contracting Officer".

c) BCC: Board of County Commissioners.

d) BMWS: Business Management & Workforce System: Shall refer to the County's web-based system used to report all Miami-Dade County A/E, Design-Build and Construction contracts awarded and payments to Prime(s) and Subconsultants/Subcontractors.

e) COB: Clerk of the Board of County Commissioners.

f) County: shall refer to Miami-Dade County, Florida.

g) CSC: Competitive Selection Committee. As defined in Section 2-10.4 (5) of the Code, the committee appointed by the County Mayor or County Mayor's designee to evaluate qualifications and performance of the firms requesting consideration for the specific project, and select the most qualified firm (s) to perform the services.

h) Consultant: Respondent that receives an award of a contract, from the County, as a result of this solicitation. Consultant is also synonymous with the term "prime consultant".

i) Contract: Synonymous with the term "agreement." An agreement refers to the Professional Services Agreement (PSA).

j) Experience and Qualifications: An aptitude and knowledge/familiarity factor which shall be considered by the appointed CSC during the evaluation process.

k) INFORMS: Integrated Financial Resources Management System: shall refer to the technology utilized to track budget, procurement (including soliciting and receiving bids through the Strategic Sourcing module), as well as human resources, and financial operations for the County.

l) LOQ: Letter of Qualifications. A two-page document identified in this NTPC, which will be utilized by Miami-Dade County to obtain information from A/E firms about their qualifications. Subject LOQ is required to be submitted on or before the deadline for receipt of proposals.

m) Non-Responsive: Term utilized to identify a proposer, who in the County's sole discretion, has not complied with all the material requirements outlined in the solicitation, as applicable. Those proposers who are found non-responsive may

not be considered for contract award.

n) NTPC: Notice to Professional Consultants. A document soliciting professional A/E services. Subject document 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.

o) Strategic Procurement Department ("SPD") which serves as the centralized department for the purchase of goods, services, including professional architectural /engineering services under the Consultants' Competitive Negotiation Act("CCNA"), Sec. 287.055, Fla. Stat. and capital projects by the County, its agencies and instrumentalities.

p) Preference: Term utilized to identify positive evaluation consideration granted, by the appointed CSC, to consultants demonstrating favored experience, as denoted in Section 1.3, Scope of Services.

q) Pre-Qualification Certification: An annual certification process required of all firms providing A/E, landscape architectural, land surveying and mapping professional services pursuant to Miami-Dade County professional services agreements.

r) Project: Shall mean that fixed capital outlay study or planning activity as defined in Section 2-10.4(1) (e) (1) and (2), of the Code.

s) Proposer: The person, firm, business entity, or organization submitting a response to this solicitation. Term is synonymous with the words "submitter" and/or "respondent."

t) PSA: Professional Services Agreement. Synonymous with the term "contract."

u) Qualifier: A full-time professional employee of the firm whose project references comply with the specific Technical Category requirements and are listed on the Technical Certification Form 2 on file with Miami-Dade County.

v) Responsive: Term utilized to identify a proposer who, in the County's sole discretion, has complied with all the material requirements outlined in the solicitation, as applicable.

w) SBE-AE: Small Business Enterprise Architecture and Engineering Firm: Shall mean a firm certified to provide architectural, landscape architectural, engineering or surveying and mapping professional services.

x) Technical Certification: Comprehensive review by the County Technical Certification Committee affirming a firm's eligibility to provide professional services to the County in various technical categories.

y) UP: Utilization Plan: Means the plan whereby Proposer submits via the County's BMWS its commitment that if awarded the agreement, it will enter into written subconsultant/subcontractor agreement(s) with the identified SBE-A/E or SBE-G/S for the scope of work and at the percentages set forth in the Utilization Plan within the time frame specified by SPD's Training & Business Outreach Team.

## 1.2 NOTICE OF ELECTRONIC BIDDING

This NTPC is being solicited electronically through the INFORMS. Electronic bids are to be submitted through a secure mailbox at INFORMS (https://supplier.miamidade.gov) until the date and time indicated in this Solicitation document. It is the sole responsibility of the Proposer to ensure their proposal reaches INFORMS before the Solicitation closing date and time. There is no cost to the Proposer to submit a proposal in response to a Miami-Dade County solicitation via INFORMS. Electronic proposal submissions require the uploading of electronic attachments and Proposers must **CONFIRM** their proposal (acknowledge) in order for the proposal to be received by the County through INFORMS. The submission of attachments containing embedded documents or proprietary file extensions is prohibited. All proposals received and time stamped through the County's INFORMS system, prior to the proposal submittal deadline shall be accepted as timely submitted. **If you submit your Proposal and subsequently an Addendum is issued, failure to resubmit the Proposal by clicking on the "Submit Bid" button, after acknowledging Addenda or making any edits to your Proposal in INFORMS, will result in your Proposal not being received by the County.** The circumstances surrounding all proposals received and time stamped after the proposal submittal deadline will be evaluated by the procuring department in consultation with the County Attorney's Office to determine whether the proposal will be accepted as timely. Proposals will be opened promptly at the time and date specified. The responsibility for submitting a proposal on or before the stated time and date is solely and strictly the responsibility of the Proposer. The County will in no way be responsible for delays caused by technical difficulty or caused by any other occurrence. All expenses involved with the preparation and submission of proposals to the County, or any work performed in connection therewith, shall be borne by the Proposer(s). For information concerning technical specifications please utilize the question/answer feature provided by INFORMS at https://supplier.miamidade.gov within the solicitation. **If there are any questions regarding INFORMS, please contact INFORMS Support at 305-375-5773 or email: ISD-VSS@miamidade.gov.**

Proposers are encouraged to access the link below to assist with submission of responses to the Solicitation:
https://www.miamidade.gov/technology/library/informs/job-aid/submit-a-bid.pdf

**No part of your proposal can be submitted via HARDCOPY, EMAIL, OR FAX, unless otherwise expressly directed by the solicitation documents.**

## 1.3 SCOPE OF SERVICES AND TERMS

The scope shall focus on protecting Miami-Dade County's drinking water and environment through water testing, pollution monitoring, environmental cleanup, and necessary improvements to water and sewer systems. Any infrastructure upgrades must directly support these goals and address identified environmental or water quality concerns.

The purpose of this engagement is to provide comprehensive design and engineering services that support water quality improvement, nutrient pollution mitigation, and upgrades to vulnerable water and wastewater infrastructure. The work will reduce pollutant loading, enhance system resilience, and modernize aging underground assets.

The objective is to develop engineering solutions to reduce nutrient pollution (nitrogen and phosphorus) in surface waters, wastewater systems, and stormwater runoff; Assess and upgrade vulnerable water, wastewater, and stormwater pipelines, pump stations, and associated underground structures; Improve hydraulic performance, reduce inflow/infiltration (I/I), minimize sanitary sewer overflows, and restore structural integrity; and Prepare implementable designs guided by regulatory requirements, engineering best practices, and long-term asset resiliency goals.

Scope of Services

Data collection and system assessment including but not limited to the following:
Conducting field inspections, condition assessments, CCTV pipeline review, manhole evaluations, flow monitoring, and nutrient loading analyses; Identify priority basins, segments, or facilities based on failure risk, pollutant contributions, hydraulic deficiencies, or environmental vulnerability; and Review historical data, GIS system maps, maintenance records, and compliance reports.

Perform environmental assessment and/or rehabilitation and related tasks, including, but not limited to, drilling, surveying and mapping, and laboratory analytical services, at Miami-Dade County (the "County") owned or operated sites in accordance with Chapter 62-780 of the Florida Administrative Code ("FAC"), Chapter 24 of the Code, and all other applicable regulations;

Services related to the modification, repair, removal, replacement, installation, and/or abandonment of any underground or aboveground storage systems, and related tasks, necessary for the investigation, prevention, or cleanup of contamination, in accordance with Chapters 62-761 and 62-762 of the FAC, Chapter24 of the Code, and all other applicable regulations;

Services as design professionals and duties related to construction management for environmentally related construction tasks identified above; and

Other related environmental work, not identified above, necessary for investigation or prevention of potential or known contamination, for compliance with applicable regulations, protection of the environment and public health, and for cleanup of environmental contamination.

Planning and preliminary engineering including the evaluate alternative nutrient mitigation strategies including treatment upgrades, biological nutrient removal (BNR) enhancements, stormwater controls, and green infrastructure; assessing underground infrastructure rehabilitation and replacement options, including CIPP lining, point repairs, open-cut replacement, manhole rehabilitation, and joint sealing; and develop conceptual designs, preliminary cost estimates, feasibility analyses, and recommended project sequencing.

Detailed design and engineering infrastructure upgrades shall be tied to the project's environmental and water quality objectives. Preparation of 30%, 60%, and 90% detailed

design documents, including plans, specifications, profiles, hydraulic modeling, and engineering calculations.

Design improvements for wastewater treatment process upgrades related to nutrient reduction; stormwater and conveyance systems to reduce nutrient-rich runoff; structural and hydraulic rehabilitation of sewer and water pipelines; manhole and lateral repairs to reduce infiltration and inflow; and to incorporate climate resilience, groundwater considerations, and sea-level rise impacts.

Environmental and regulatory compliance including the preparation of permitting documents and technical memoranda in accordance with federal, state, and county regulatory programs; support compliance with Clean Water Act requirements, nutrient reduction rules, and local infrastructure regulations; and coordination with regulatory agencies as required.

Procurement and construction support to include the development of bid-ready packages including specifications, drawings, and cost schedules; support procurement activities, respond to bidder questions, and assist in contractor selection; provide engineering services during construction to include but not be limited to review of submittals, RFIs and design clarifications, field inspections, and as-built coordination

Project Close-out activities will include the preparation of final documentation including as-built drawings, O&M guidance, and performance evaluations, and documenting achieved nutrient reductions, hydraulic performance improvements, and infrastructure resiliency benefits.

Deliverables may include assessment reports and maps; conceptual and preliminary design packages; detailed engineering drawings and specifications; cost estimates and implementation schedules; permit applications and supporting studies; bid documents; and construction-phase engineering support; and final as-built and close-out package.

Project management services including providing project management, scheduling, quality assurance, and stakeholder coordination throughout project duration, and conducting regular meetings, progress reporting, and budget tracking.

The County intends to retain qualified consultants/team of firms for five (5) separate Non-Exclusive Professional Services Agreement (PSA's) each with an effective term of five years. Total combined estimated compensation for the PSAs is five million dollars, inclusive of any contingencies and dedicated allowances. The cost of services will be charged for the particular projects to the County departments requiring these professional services.

The following rotational methodology will be used by SPD when assigning work to the awarded A/E firms for this project. These factors will be evaluated by the staff and presented to the Director's designee for their approval. The first assignment will be based on their rank from the solicitation. Rotations thereafter will be based on other factors such

as the equitable distribution of awards, availability, etc. in the County's sole discretion.

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

**Preferred Experience and Qualifications:**
Prime and subconsultants should demonstrate experience with two (2) projects of similar scope in their respective categories within the last ten (10) years.

The expertise must be met by a qualified individual(s) of the prime and/or sub-consultant firm(s), as applicable. The experience must be demonstrated by direct or substantial involvement of the individual(s) in a supervisory capacity at the Project Manager level or above. The determination of the individual's qualifications and compliance with the experience and qualifications and preference stipulations shall be at the sole discretion of the County. The Competitive Selection Committee (CSC) may negatively evaluate proposals from firms they determine have failed to meet the above referenced experience and qualification(s). Information regarding the experience and qualification(s) and preference stipulations, for the Prime consultant, A/E sub-consultants, and non A/E sub-consultants, must be included in the A/E Experience & Qualification/Preference/Reference Form, this form may be submitted more than once per individual Team member firm as applicable.

## 1.4 A/E TECHNICAL CERTIFICATION REQUIREMENTS

**10.05 Environmental Engineering - Contamination Assessment and Monitoring (PRIME)**
**10.06 Environmental Engineering - Remedial Action Plan Design (PRIME)**
**10.07 Environmental Engineering - Remedial Action Plan Implementation/ Operation/ Maintenance (PRIME)**
**17.00 Engineering Construction Management (PRIME)**

6.01 Water And Sanitary Sewer Systems - Water Distribution and Sanitary Sewage Collection and Transmission Systems
9.02 Soils, Foundations and Materials Testing – Geotechnical and Materials Engineering Services
10.01 Environmental Engineering - Stormwater Drainage Design Engineering Services
10.09 Environmental Engineering - Wellfield, Groundwater, and Surface Water Protection and Management
11.00 General Structural Engineering
12.00 General Mechanical Engineering
13.00 General Electrical Engineering
15.01 Surveying and Mapping – Land Surveying
15.03 Surveying and Mapping – Underground Utility Location
16.00 General Civil Engineering

To satisfy the technical certification requirements for the requested services, valid technical certification in all of the above-specified area(s) of work must be held by a firm responding as a sole respondent, or a team of firms. Teams of firms must designate one of its members as the "prime consultant". **The Prime Consultant will be held responsible for the coordination of all work and must hold technical certification in categories: 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, and 17.00 Engineering Construction Management.** Joint ventures are not allowed. Firms that list other areas of work as supplements to the required technical certifications must also be certified for those supplemental areas. See Section 1.7 for more information regarding the Pre-Qualification and Technical Certification process.

## 1.5 CONTRACT MEASURE(S)

The Miami-Dade County Small Business Enterprise (SBE) goal is:

**Five (5) Agreements each with**

**10% SBE - A/E**

(Refer to – Small Business Enterprise (SBE-A/E) Program for the Purchase of Professional Architectural, Landscape Architectural, Engineering, or Surveying and Mapping Services Implementing Order ("I. O") 3-32

Proposers shall include all firms meeting SBE contract measures in the Letter of Qualifications (LOQ) Form. Otherwise, the County may find the Team noncompliant with the SBE Contract Measures applicable to this solicitation.

Proposed participating A/E SBE firms must have a valid Miami-Dade County SBE Miami Dade County Technical Certification by the response deadline of this solicitation. Please note that Miami Dade County Technical Certification (TC) and SBE Technical Certification Categories (TCC) are two separate certification programs. Certification in one program does not automatically grant participation in the other. To comply with this solicitation, firms must possess both TC and SBE TCC.

Failure to complete the required Utilization Plan online via the County's Business Management Workforce System shall render the proposal non-compliant.

A/E SBE Goals or Measures may only be met by firms identified in the Letter of Qualifications for those Technical Certifications listed in Section 1.4 A/E Technical Certification Requirements.

## 1.6 TEAMING RESTRICTIONS

Respondents must select between submitting as a prime consultant or sub-consultant when responding to a specific solicitation. All affected proposals, wherein the respondent is in violation of this condition, shall not be considered.

Consultants electing to submit as a prime consultant may only respond once to a solicitation, and are limited to participation in a single team. If submitting as a prime consultant, the prime consultant may not participate as a sub-consultant on the same solicitation.

If a prime consultant or sub-consultant fails to adhere to the restrictions stated above and participates in more than the outlined maximums, then all affected proposals shall be found non-responsive.

## 1.7 PRE-QUALIFICATION AND TECHNICAL CERTIFICATION REQUIREMENTS

In accordance with Chapter 2, Section 2-10.4, of the County Code, and I.O. 3-39 of Miami-Dade County, all firms and/or individual consultants properly licensed to provide architectural / engineering ("A/E"), landscape architectural, land surveying and mapping services, must be Pre-Qualified and Technically Certified. For more information, please visit the following link: Pre-Qualification Certification Process and refer to I.O. 3-39. Furthermore, if an individual is providing services that require technical certification by Miami-Dade County, then said individual is required to have the relevant certification(s). Individuals who are not technically certified will not be allowed to perform work for those scopes of work requiring technical certification. Any change (e.g. termination, resignation, etc.) in a qualifying agent (Qualifier), must be immediately reported in writing to the Technical Certification Committee, through SPD. Failure to notify the Committee will result in the termination of your current certification and a possible denial of any future certification requests.

Proposers (prime and/or sub-consultants) failure to be technically certified at the time of proposal submittal, as applicable, shall cause the proposal to be deemed non-compliant.

For non-project specific questions regarding Miami-Dade County's A/E Technical Certification and Certification Committee meeting dates, please contact Nubia Gonzalez, SPD, at (305) 375-5637. Technical Certification application submission deadline dates and Technical Certification meeting dates may be accessed via the web at http://www.miamidade.gov/procurement/pre-qualification-and-technical-certification-process.asp

PLEASE VERIFY EACH TEAM MEMBER PROVIDING A/E SERVICES HAS AN APPROVED PRE-QUALIFICATION CERTIFICATION PRIOR TO THE RESPONSE DEADLINE.

## 1.8 REPORTING OF SUBCONSULTANTS PAYMENTS VIA THE COUNTY'S WEB-BASED SYSTEM BUSINESS MANAGEMENT WORKFORCE SYSTEM (BMWS)

The Prime A/E firms are responsible for reporting via the BMWS all payments made to each subconsultant participating in a County project and verification of payments received must be confirmed by the subconsultant via BMWS.

## 1.9 ADDITIONAL INFORMATION/ADDENDA

Requests for additional information or clarifications must be made in writing and submitted using the question/answer feature provided by INFORMS at

https://supplier.miamidade.gov. Subject requests must be submitted no later than the deadline for receipt of questions shown on the cover page of this NTPC.

The County will issue responses to inquiries and any other supplements, corrections or amendments it deems necessary in the form of written addenda; subject addenda will be issued prior to the deadline for receipt of proposals. Proposers should not rely on any representations, statements, or explanations other than those made in this NTPC or in any written addenda to this NTPC. Where there appears to be conflict between the NTPC and any addenda, the last addendum issued shall prevail. It is the proposer's responsibility to assure receipt of all addenda.

Interested firms who obtain copies of this NTPC from sources other than through INFORMS risk the potential of not receiving project addenda. Such firms are solely responsible for those risks.

## 1.10 NTPC AVAILABILITY

A solicitation notification will be forwarded electronically to all parties who have registered with INFORMS with category code "99999" for A/E in their profile. The NTPC and accompanying documents may be obtained electronically through INFORMS. Register on INFORMS at https://supplier.miamidade.gov to respond to solicitations.

## 1.11 APPLICABLE LEGISLATION

The selected consultant will be required to abide by all applicable federal, state, and local laws, as amended. The following are among the applicable laws:

Florida Statute(s)

- Section 119.07: Inspection and Copying of Records; Photographing Public Records; Fees; Exemptions.
- Section 119.0701: Contracts; Public Records
- Chapter 125, County Government
- Chapter 163: Intergovernmental Programs
- Chapter 186: State and Regional Planning
- Section 215.473: Divestiture by the State Board of Administration; Sudan; Iran
- Section 215.4725: Prohibited investments by the State Board of Administration; companies that boycott Israel.
- Section 286.011: Public Meetings and Records
- Section 286.0113—General Exemptions form Public Meetings
- Section 287.001: Procurement of Personal Property and Services
- Section 287.055: Consultants Competitive Negotiation Act
- Section 287.133: Public Entity Crimes
- Section 287.135: Prohibition against contracting with scrutinized companies
- Section 287.138: Contracting with entities of foreign counties prohibited
- Section 295.187: Florida Veteran Business Enterprise Opportunity Act
- Chapter 337: Contracting; Acquisition, Disposal, and Use of Property
- Chapter 339: Transportation Finance and Planning
- Section 377.816 Prohibiting the adoption of implementation of net zero policies by governmental entities

- Section 448.095: Employment eligibility

Miami-Dade County Code

- Section 2-1076: Office of the Inspector General
- Section 2-8.1: Contracts and purchases generally
- Section 2-8.4: Protest procedures
- Section 2-8.1.1.1.1: Small Business Enterprise Program
- Section 2-8.5: Local Preference
- Section 2-8.5.1: Local Certified Veteran Business Enterprise
- Section 2-8.5.2: Contracting Preferences
- Section 2-8.6: Funding of, or County contracts with individuals or entities convicted of a felony during past ten years
- Section 2-8.8: Fair Subcontracting Practices
- Section 2-10.4: Acquisition of Professional Architectural, Engineering, Landscape Architectural or Land Surveying and Mapping Services.
- Section 2.11.1: Conflict of Interest and Code of Ethics
- Section 2-11.15 - Works of art in public places
- Section 9-71 through 9-75: Sustainable Building Program
- Section 10-34: Listing of Subcontractors Required

Ordinance(s)

- 03-107: Ordinance Amending Section 2-11.1 (s) of the Conflict of Interest and Code of Ethics
- 07-65: Sustainable Building Program codified as Sections 9-71, 9-72, County Code)
- 22-107: Sustainable Buildings Program codified as Section 2-1, County Code, BCC Rule 5.10
- 97-215: Office of the Inspector General, codified as Sec. 2-1076, County Code.
- 01-105: Amending Section 2-10.4 of the Miami-Dade County Code for the acquisition of professional architectural, engineering, landscape architecture or land surveying and mapping services
- 08-14: Water Use Efficiency Standards
- 09-41: Ordinance amending Section 10-33.02 of the Code pertaining to the Community Small Business Enterprise (CSBE) Program
- 98-30: County Contractors- Employment/Procurement Practices, codified as Section 11A-38, County Code.
- 11-22: Community Small Business Enterprise
- 11-24: Community Business Enterprise
- 14-79: Sea-Level Rise Ordinance, codified as Sec. 2-1, County Code, BCC Rule 5.09
- 77-13: Financial Disclosures Requirements
- 18-33: Small Business Enterprise Programs
- 19-17: Electric Vehicle Infrastructure Requirements

Implementing Order(s)

- 3-21: Bid Protest Procedures
- 3-34: Formation and Performance of Selection Committees

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- 3-32: Small Business Enterprise Architecture and Engineering
- 3-39: Standard Process for Construction of Capital Improvements, Acquisition of Professional Services, Construction Contracting, Change Orders and Reporting
- 3-41: Small Business Enterprise
- 3-68: Use of Locally Headquartered Businesses for the Performance of Professional Architectural, Landscape Architectural, Engineering, or Surveying and Mapping Services.
- 7-7: Policies and Procedures Establishing a Public Service Honor Code for Elected and Appointed County Officials and County Employees
- 8-8 Sustainable Buildings Program

Administrative Order(s)

- 3-11 - Art in Public Places Program Implementation and Fund
- 3-20: Independent Private Sector Inspector General Services
- 3-26: Ordinance Amending Section 2-10.4 Requiring Certain Agreements for Professional Architectural and Engineering Services to Include Value Analysis as a Part of the Base Scope of Services.
- 03-27: Cone of Silence
- 10-10: Duties and Responsibilities of County Departments for Compliance with the Americans with Disabilities Act (ADA)
- 11-3: Life Cycle Costing Procedure

Resolution(s)

- R-208-25: Oral Presentations Required for Contracts with Estimated Fiscal Impact Exceeding $25,000,000.00 Annually.
- R-385-95: Policy Prohibiting Contracts with Firms Violating the American with Disabilities Act (ADA) and Other Laws Prohibiting Discrimination on the Basis of Disability ADA Requirements, are a Condition of Award, as Amended by Resolution R-182-00
- R-894-05: Independent Private Sector Inspector General Services
- R-744-00: Requiring the Continued Engagement of Critical Personnel in Contracts for Professional Services for the Duration of the Project
- R-185-00: Domestic Violence Leave Requirements are a condition of Award
- R-273-05: Public Involvement Planning
- R-1431-08: Participation in “Cool Counties” Goals and Objectives
- R-228-09: Government Electric Energy Consumption
- R-1053-09: Green Procurement Preference
- R-390-10: Resolution Rescinding Administrative Order 3-34, Formation and Performance of Selection Committees, and Approving Implementing Order 3-34 to Provide Direction to The County Mayor or His Designee Regarding the Formation and Performance of Selection Committees.
- R-1103-10: Requirement for Energy-Efficient Reflective Roofs or Green Roofs
- R-918-12 and Resolution R-795-12: Benchmarking Energy and Water Use and use of Energy Star Certified products
- 
- R-451-14: Infrastructure Projects to Consider Sea Level Rise

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- R-614-15: Pledge to Cut Greenhouse Gas Emissions
- R-1011-15: Requiring Vendors to Provide Addresses of Local Offices
- R-1164-15: Reducing Greenhouse Gases and the Effects of Climate Change
- R-303-17: Solar Energy Feasibility Study
- R-617-17: Envision Sustainable Infrastructure
- R-54-18: Requiring "Cool Roofs" on all New, Roofing Maintenance and Re-Roofing Work
- R-828-19: Disclosure of Lawsuits Alleging Discrimination
- R-321-23: Resolution Amending Implementing Order 3-34, Formation and Performance of Selection Committees, to Require Certain Reports and Findings of the Miami-Dade County Office of the Inspector General and Miami-Dade Commission on Ethics and Public Trust to be Provided to Selection Committees
- R784-23: Florida Friendly Landscaping
- R-208-25: Oral Presentations Required for Contracts with Estimated Fiscal Impact Exceeding $25,000,000.00 Annually.

Copies of the aforementioned legislation may be obtained at the COB.

## 1.12 CONE OF SILENCE

Pursuant to Section 2-11.1(t) of the Miami-Dade County Code, as amended, a "Cone of Silence" is imposed upon advertisement of each Request for Proposal (RFP) or Request for Qualifications (RFQ), and terminates at the time a written recommendation is issued to the County Mayor (Mayor) or Board of County Commissioners (BCC), as applicable. The Cone of Silence is hereby defined to mean a prohibition on the following, among possible others:

a) Any communication regarding a particular RFP, RFQ or bid between a potential vendor, service provider, bidder, lobbyist, or consultant and the County's professional staff including, but not limited to, the Mayor and his or her staff;

b) Any communication regarding a particular RFP, RFQ or bid between the Mayor, County Commissioners or their respective staffs and any member of the County's professional staff including, but not limited to, the Mayor and his or her staff, other than any professional staff member who is designated by the Mayor to engage in such communications;

c) Any communication regarding a particular RFP, RFQ or bid between a potential vendor, service provider, bidder, lobbyist, or consultant and any member of the selection committee therefore;

d) Any communication regarding a particular RFP, RFQ or bid between the Mayor, County Commissioners or their respective staffs and any member of the selection committee therefore;

e) Any communication regarding a particular RFP, RFQ or bid between a potential vendor, service provider, bidder, lobbyist, or consultant and the Mayor, County Commissioners and their respective staffs; and

f) Any communication regarding a particular RFP, RFQ, or bid between any member of the County's professional staff and any member of the selection committee therefore.

The Mayor and the Chairperson of the selection committee may communicate about a particular selection recommendation, but only after the committee has submitted an award recommendation to the Mayor and provided that should any change occur in the committee recommendation, the content of the communication and of the corresponding change as well as the reasons for such change shall be described in writing and filed by the Mayor with the Clerk of the Board and be included in any recommendation submitted by the Mayor to the BCC. Notwithstanding the foregoing, the Cone of Silence shall not apply to:

a) Competitive processes for the award of Community Development Block Grants (CDBG), Home Investment Partnership Program (HOME), State Housing Initiatives Partnership (SHIP) and Surtax Funds administered by the Miami-Dade County, Office of Community and Economic Development and the Community-Based Organization (CBO) competitive grant processes administered by the Park and Recreation, Library, Water and Sewer, and Solid Waste Departments, Cultural Affairs and Tourist Development Councils and the Department of Environmental Resources Management;

b) Communications with the County Attorney and his or her staff;

c) Communications between a potential vendor, service provider, bidder, consultant or lobbyist and employees of the Training & Business Outreach Team (formerly the Management and Technical Assistance Unit) regarding Small Business Enterprise (SBE) programs including Small Business Enterprise – Architectural and Engineering Program, (formerly the Community Business Enterprise (CBE) Program); and Equitable Distribution Program (EDP);

d) Communications between a potential vendor, service provider, bidder, consultant or lobbyist and employees responsible for administering disadvantaged business enterprise programs in County departments receiving federal funds, provided the communications are limited strictly to matters of programmatic process or procedure;

e) Duly noticed site visits to determine the competency of bidders regarding a particular bid during the time period between the opening of bids and the time the Mayor makes his or her written recommendation;

f) Any emergency procurement of goods or services pursuant to Administrative Order 3-2;

g) Communications regarding a particular RFP, RFQ or bid between any person and the Vendor Information Center staff, the procurement agent or contracting officer responsible for administering the procurement process for such RFP, RFQ or bid, provided the communication is limited strictly to matters of process or procedure already contained in the corresponding solicitation document;

h) Communications between a potential vendor, service provider or bidder and employees of SPD or other department identified in the solicitation document as the issuing department; and

i) Consultations by employees of SPD with professional procurement colleagues in determining an appropriate approach or option involving a solicitation in progress.

Exceptions

a) The provisions of this ordinance shall not apply to oral communications at pre-bid conferences, oral presentations before selection committees, contract negotiations and negotiation strategy sessions, any portion of a meeting discussing an unsolicited proposal in accordance with State law, public presentations made to the BCC during any duly noticed public meeting or communications in writing at any time with any county employee, official or member of the BCC unless specifically prohibited by the applicable RFP, RFQ or bid documents. Communications in writing are specifically prohibited except as described in Section 1.13 of this bid document. The bidder or proposer shall file a copy of any written communication with the COB and the COB shall make copies available to any person upon request.

b) The provisions of this ordinance shall also not apply to oral communications at briefings held by county commissioners and the County Mayor or designee, after the selection committee or other evaluating group makes its recommendation to the Mayor, provided that the briefings are not intended to influence the outcome of the selection committee or other evaluating group's recommendation to the Mayor; provided, however, that this exception shall not apply to outside groups such as lobbyists or representatives of the responding or bidding companies or entities.

Penalties

a) In addition to the penalties provided in Subsections (s) and (v) hereof, violation of this Subsection (t) by a particular bidder or proposer shall render any RFP award, RFQ award or bid award to said bidder or proposer voidable. Any person who violates a provision of this ordinance shall be prohibited from serving on a Miami-Dade County CSC. In addition to any other penalty provided by law, violation of any provision of this ordinance by a Miami-Dade County employee shall subject said employee to disciplinary action up to and including dismissal. Additionally, any person who has personal knowledge of a violation of this ordinance shall report such violation to the State Attorney and/or may file a complaint with the Ethics Commission.

Within 30 days of a recommendation from a selection committee, the County Mayor or designee shall either select a negotiation team or take other affirmative action with respect to the solicitation, including but not limited to rejection of proposals or recommendation for award. In the event that negotiations have not commenced within 30 days, or if such other affirmative action has not been taken within 30 days, the County Mayor or designee shall report such event, and the reasons therefore, to the BCC.

Additionally, the County Mayor or designee shall present the COB with a recommendation for award, or a recommendation to reject proposals, within 90 days from the date a selection committee makes a recommendation. In the event that the County Mayor or designee has not provided such recommendation to the COB within 90 days, the County Mayor or designee shall provide a report on the status of the solicitation to the BCC, including the reasons for any delay.

Written communications may be in the form of an e-mail, to the A/E Consultant Selection Coordinator denoted on the cover page of this NTPC, with a copy to the COB at clerk.board@miamidade.gov.

This language denoted above is only a summary of the key provisions of the Cone of Silence. Please review Section 2-11.1(t) of the Miami-Dade County for a complete and thorough description of the Cone of Silence.

## 1.13 COMMUNICATIONS AND SUBMITTAL OF ADDITIONAL INFORMATION

Upon request by the A/E Consultant Selection Coordinator on behalf of the CSC, additional submittals and/or supplemental information after the submission deadline, as noted on the cover page of this NTPC, shall be submitted only upon request by the County. Proposers are hereby advised that effective with the advertisement of this solicitation, proposers and their lobbyists and consultants are prohibited from any communication with the CSC outside of publicly noticed Selection Committee meetings. All project specific questions and/or requests for public documents shall be addressed, in writing, to the A/E Consultant Selection Coordinator, with a copy to the COB.

## 1.14 LOCAL PREFERENCE AND LOCALLY HEADQUARTERED BUSINESS PREFERENCE

The evaluation and ranking of proposals is subject to Sections 2-8.5 and 2-10.4 of the Miami-Dade County Code, which, except where Federal and State law mandates to the contrary, provides that a preference be given to local businesses.

1. A local business, for the purposes of this section, shall be defined as a proposer which meets the following four (4) stipulations:

    a) A business that has a valid Miami-Dade County Local Business Tax Receipt issued at least one year prior to bid or proposal submission; **and**

    b) A business that has a physical Miami-Dade County business address, from which the vendor operates or performs business (Post Office boxes are not verifiable and shall not be used for the purpose of establishing a physical address); and

    c) A business that has a physical Miami-Dade County business address and has served as the place of employment for at least three (3) full-time employees for a continuous period of one year prior to bid or proposal submission, **or**

    A business that has a physical Miami-Dade County business address and is a certified Small Business Enterprise that has served as the place of

employment for at least one (1) full-time employee for a continuous period of one year prior to bid or proposal submission; **and**

d) A business that contributes to the economic development and well-being of Miami-Dade County in a verifiable and measurable way. To satisfy this requirement, the proposer shall affirm in writing its compliance with either of the following objective criterion as of the proposal submission date stated in the solicitation:

1. Retention or expansion of employment opportunities in Miami-Dade County; or
2. Vendor contributes to the County's tax base by paying either real property taxes or tangible personal property taxes to Miami-Dade County; or
3. Some other verifiable and measurable contribution to the economic development and well-being of Miami-Dade County.

2. A Locally Headquartered Business, for the purposes of this section, shall be defined as a proposer which meets the following two (2) stipulations:

a) A business defined as a "local business" pursuant to Section 2-8.5 of the Code of Miami-Dade County; **and**

b) A business which has a "Principal Place of Business" as defined in Code 2-8.5

Local Preference and Locally Headquartered Business Preference shall be applied to A/E professional services solicitations in accordance with the process outlined in I.O. 3-39.

**The County may use, amongst other sources, online copies of the paid Local Business Tax receipts showing the physical address and number of employees, written attestations on affidavits, forms, and online responses included in the proposals to verify the eligibility of firms to meet definitions of a Local Business and/or a Locally Headquartered Business.**

## 1.15 CONFIDENTIAL INFORMATION

The proposer shall not submit any information in response to this solicitation which the proposer considers to be a trade secret or confidential. The submission of any information to the County in connection with this solicitation shall be deemed conclusively to be a waiver of any trade secret or other protection, which would otherwise be available to the proposer. In the event that the Proposal contains a claim that all or a portion of the Proposal submitted contains confidential, proprietary or trade secret information, the Proposer, by submission of an electronic proposal, knowingly and expressly waives all claims made that the Proposal, or any part thereof no matter how indicated, is confidential, proprietary or a trade secret and authorizes the County to release such information to the public for any reason.

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## 1.16 ORGANIZATIONAL CONFLICTS OF INTEREST (OCI)

Questions regarding potential organizational conflicts of interest (OCI) by any bidder, proposer, contractor, or subcontractor, pertaining to the Project shall be submitted to the assigned Contracting Officer identified in the advertising document prior to the submittal date and will be addressed in accordance with the Commission on Ethics and Public Trust (COE) Amended Letter of Instruction and the County Policy on Organizational Conflict of Interest. Per these documents, the Client Department shall identify, disclose to the COE, analyze, and submit a specific methodology to address any potential existing or future OCI by the bidder, proposer, contractor, or subcontractor. Provided that an OCI is identified by the Client Department, the Executive Director of the Ethics Commission or his/her designee, will approve or disapprove the measures implemented by the County to resolve the OCI. Disapproval of such measures by the COE Executive Director or his/her designee may be appealed to the COE Board by the Client Department.

## 1.17 DRAFT PROFESSIONAL SERVICES AGREEMENT (PSA)

See Exhibit "A"; Proposers are invited to carefully review the draft PSA that is included in this NTPC. Proposer recommended for negotiations, should forward any comments and/or questions, in writing to be discussed during or prior to the negotiation meeting(s).

## 1.18 SUSTAINABLE BUILDING / INFRASTRUCTURE PROGRAM *(AS APPLICABLE)*

All activity as a result of this contract shall comply with Chapter 2, Article I, Sec. 2-1, BCC Rule 5.10, and Chapter 9, Article III, Sec. 9-71 through 9-75, of the Code of Miami-Dade County along with Implementing Order 8-8, which established a County policy to incorporate, wherever practical, Green Building Practices into the planning, budgeting, design, construction, operations, management, renovation, maintenance and decommissioning of Public Projects. These sections of the code, together with the I.O. 8-8, are referred to as the "Sustainable Buildings Program" (SBP).

The primary mechanisms for determining compliance with the Sustainable Buildings Program, shall be determined by completing a formal certification process with the U.S. Green Building Council (USGBC) Leadership in Energy and Environmental Design (LEED) Rating System (for buildings), the U.S. Institute for Sustainable Infrastructure (ISI), ENVISION Rating System (for infrastructure), and the Section VII Prescriptive Path elements in I.O. 8-8., except as noted elsewhere in I.O. 8-8, or as otherwise directed by the County's SBP Manager. Where formal certification shall be required, the project must achieve a "Silver" rating or higher in the version most recently adopted by USGBC/ISI.

The participation of an experienced LEED Accredited Professional (LEED AP) or Envision Sustainability Professional (ENV SP), as applicable, is required to assist the County in various aspects of the LEED or ENVISION registration, application, and certification process. Their responsibilities include coordinating with all disciplines, collaborating with the project Architect (or other lead design professionals), and providing guidance to the Consultant in designing the application projects to attain the necessary LEED or ENVISION certification points. Additionally, they are responsible for monitoring the Consultant's documentation to ensure compliance with the Consultant's obligations in achieving the targeted certification level.

The Consultant shall ensure that compliance for all infrastructure and public building projects is coordinated with the Sustainable Buildings Program Manager, in the Office of Real Estate and Development. This includes the submission of the 'Initial Project Questionnaire for Buildings and Infrastructure' during the planning phase, prior to issuing any work orders, service orders, procurement solicitations, or contracts related to this contract. The Consultant and Department shall submit with sufficient details for review and approval. The SBP Manager will provide specific input regarding compliance with the SBP through the feedback process. Additionally, the Department shall collaborate with the SBP Manager to incorporate the necessary specific project requirements and contract language for the project, ensuring alignment with the SBP policy. The finalized specifications and language shall be incorporated into the service order prior to issuance. For Energy Performance Contracts, the Initial Project Questionnaire form shall be submitted after the Comprehensive Grade Audit for Energy Services but before the Performance Savings Contract is finalized to ensure compliance requirements are incorporated.

**Standard for a Building that is a Public Project**

a. For all New Construction Public Projects, the minimum rating shall be LEED Silver in the version most recently adopted by USGBC for all project phases, and the Section VII Prescriptive Path elements shall be required. Except as provided in IO 8-8 Section VI(A)(3).
b. For Public Projects that are not New Construction but meet LEED certification requirements, the minimum rating shall be LEED Silver in the version most recently adopted by USGBC for all project phases, and the Section VII Prescriptive Path elements shall be required. Except as provided in IO 8-8 Section VI(A)(3).
c. For Public Projects that are not New Construction and do not meet LEED certification requirements as determined by the SBP Manager, the Public Project shall adhere to Maximum Measures, and the IO 8-8 Section VII Prescriptive Path elements shall be required. Except as provided in IO 8-8 Section VI(A)(3).

**Standard for Infrastructure that is a Public Project > $2M**

For Infrastructure Public Projects that are subject to this IO with project costs greater than two million dollars ($2,000,000), the minimum rating shall be Envision Silver, per the version most recently adopted by the Institute for Sustainable Infrastructure, and the required Section VII Prescriptive Path elements in I.O. 8-8.

**Standard for Infrastructure that is a Public Project < $2M**

For Infrastructure Public Projects with project costs less than two million dollars ($2,000,000), the following requirements shall be met per I.O. 8-8:
i. Maximum Measures
ii. Section VII Prescriptive Path elements

**Additional County Requirements and Best Practices**

The completed Sustainability Rating certification checklist (i.e., LEED Credit checklist, ENVISION scorecard) is due upon completion of the project's planning stage or before the 30% design phase is completed, at the latest, and shall be submitted to the SBP

Manager. Successive submittals shall show the progress level of each step, incorporate the SBP Manager's feedback, and shall also directly correspond to the design decisions of each Phase.

All Public Project elements must meet ASHRAE 90.1 (2022) standard for energy efficiency.

The consultant team shall be responsible for providing regular updates to the SBP Manager throughout the duration of the project, during the design and/or construction phases, with a minimum frequency of at least once a year, and shall continue to actively engage with the SBP Manager.

**Compliance Requirements**
Please note that lack of funding, lack of knowledge about following IO 8-8, tight deadlines, being unaware of Sustainable Buildings Program requirements, forgetting to put the requirements in bid documents, being unable to go back and change bid documents without incurring significant change order costs, contractors being unaware of the requirements, belief that the policies do not apply due to the wording of the policies, or any other similar justifications are not accepted in lieu of compliance with Sustainable Buildings Program. The unique characteristics of a project shall not, in any way, exempt it from applying sustainable Green Building Practices to the maximum extent possible. Please submit any questions to SBPresilience@miamidade.gov.

Nothing in this NTPC is intended to support, implement or advance a net zero policy, require any Proposer, contractor or person to support a net zero policy, or provide a procurement or purchasing preference for a product or vendor on the basis that the procurement or purchase of such product or from such vendor will advance or support a net zero policy as "net zero policy" is defined in section 377.816, F.S., as may be amended from time to time, or in any way violate any applicable provision of section 377.816, F.S..

## 1.19 VENDOR REGISTRATION

Pursuant to NTPC Section 1.7 all proposers need to be registered and pre-qualified by the County prior to the proposal submittal deadline. Interested proposers shall complete the Business Entity Registration Application via the Strategic Procurement Department's Online Vendor Registration Portal at: http://www.miamidade.gov/procurement/vendor-registration.asp. For additional information about online vendor registration, please contact the SPD Vendor Outreach and Support Services Section at (305) 375-5773. **In the event that during negotiations, the recommended vendor's online registration profile does not meet the Vendor Registration requirements, and it is not expeditiously addressed, the County may at its sole discretion, negotiate and award to the next highest ranked responsive, responsible proposer.**

## 1.20 PUBLIC ENTITY CRIMES

Pursuant to Paragraph 2(a) of Section 287.133, Florida Statutes, a person or affiliate who has been placed on the Convicted Vendor List following a conviction for a public entity crime is prohibited from the following:

- Submitting a proposal for a contract to provide any goods or services to a public entity;
- Submitting a proposal on a contract with a public entity for the construction or repair of a public building or public work;
- Submitting a proposal on leases of real property to a public entity;
- Being awarded or performing work as a contractor, supplier, sub-contractor, or consultant under a contract with any public entity;
- Transacting business with any public entity in excess of the threshold amount provided in Section 287.017 for Category Two ($ **35,000**), for a period of 36 months from the date of being placed on the Convicted Vendor List.

## 1.21 LOBBYIST CONTINGENCY FEES

In accordance with Section 2-11.1(s) of the Code of Miami-Dade County, no person may, in whole or in part, pay, give or agree to pay or give a contingency fee to another person. No person may, in whole or in part, receive or agree to receive a contingency fee.

A contingency fee is a fee, bonus, commission or non-monetary benefit as compensation that is dependent on, or in any way contingent upon, the passage, defeat, or modification of: 1) any ordinance, resolution, action or decision of the BCC; 2) any action, decision or recommendation of the Mayor or any County board or committee; or 3) any action, decision or recommendation of any County personnel during the time period of the entire decision-making process regarding such action, decision or recommendation that foreseeably will be heard or reviewed by the BCC or a County board or committee.

## 1.22 LOCAL CERTIFIED VETERAN BUSINESS ENTERPRISE PREFERENCE

In accordance with Section 2-8.5.1 of the Code of Miami-Dade County, this solicitation includes a preference for Miami-Dade County Local Certified Veteran Business Enterprises (LCVBE), except where Federal and State law mandates to the contrary. "Local Certified Veteran Business Enterprise" is a firm that is (a) a local business pursuant to Section 2-8.5 of the Code of Miami-Dade County and (b) prior to proposal or bid submittal is certified by the State of Florida Department of Management Services as a veteran business enterprise pursuant to Section 295.187 of the Florida Statutes. A proposer who qualifies as an LCVBE is entitled to receive an additional five points of the final qualitative points at First and Second Tier, as applicable. At the time of proposal submission, the firm must affirm in writing its compliance with the certification requirements of Section 295.187 of the Florida Statutes and submit this affirmation.

## 1.23 ENERGY EFFICIENT BUILDING PROPERTY DEDUCTION (IF APPLICABLE)

The Energy Policy Act (EP Act) of 2005 (Section 1331), as established by Section 179D of the Internal Revenue Code of 1986, as amended, allows taxpayers to accelerate depreciation of qualified energy efficient commercial building property placed-in-service after December 31, 2005 which was made permanent as a part of the 2021 Omnibus Appropriations Bill and most recently increased and expanded by the Inflation Reduction Act of 2022.

Should the provisions of Section 179D be in place during the course of this solicitation or at any point in the future during the prosecution of the work by the selected Consultant, respondents agree to the following terms and conditions if awarded the contract for the work described herein:

The Consultant is designated as the Designer ("the Designer") for the energy efficient improvements incorporated in the Energy Consumption Reduction Project ("the Project") for:

a) The purposes of allocating accelerated depreciation benefits pursuant to Section 179D of the Internal Revenue Code of 1986, as amended (the "Code").
b) If Miami-Dade County and the Internal Revenue Service (IRS) determine that the Consultant is eligible to receive accelerated depreciation benefits as a "Designer" for the purposes of Section 179D of the Code or that the Consultant shall otherwise benefit financially from the monetization of the accelerated depreciation benefit, the Consultant hereby agrees to discount its contract price or provide a cash rebate to Miami-Dade County (the determination of rebate versus discount to be determined by Miami-Dade County in its sole discretion) in an amount equal to the total financial benefit realized by the Consultant; at the time the financial benefit to the Consultant becomes ascertainable.
c) Miami-Dade County reserves the right to retain a third party consultant (the "Third Party Consultant") to manage and administer the process of obtaining and monetizing the accelerated depreciation benefit derived from the Project and to designate the Third Party Consultant as the "Designer" of the energy efficient improvements for the purposes of Section 179D of the Code.
d) Miami-Dade County agrees to cooperate in all reasonable respects with the Consultant's efforts

## 1.24 SCRUTINIZED COMPANIES

**This Section shall apply except where prohibited by federal law, in accordance with Section 287.134, F.S.**

By executing this proposal through a duly authorized representative, the proposer certifies that the Proposer is not on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List, as those terms are used and defined in sections 287.135, 215.473 and 215.4725 of the Florida Statutes. In the event that the Proposer is unable to provide such certification but still seeks to be considered for award of this solicitation, the Proposer shall, on a separate piece of paper, clearly state that it is on one or both of the Scrutinized Companies lists identified above and shall furnish together with its proposal, a duly executed written explanation of the facts supporting any exception to the requirement for certification that it claims under Section 287.135 and/or 215.4725 of the Florida Statutes. The Proposer agrees to cooperate fully with the County in any investigation undertaken by the County to determine whether the claimed exception would be applicable. The County shall have the right to terminate any contract

resulting from this solicitation for default if the Proposer is found to have submitted a false certification or to have been placed on the Scrutinized Companies for Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List.

## 1.25 LISTING OF SUBCONTRACTORS REQUIRED

Pursuant to Sections 2-8.1 and 10.34 of the Code of Miami-Dade County, the Prime Consultant must report to the County information for its first tier subcontractors/sub-consultants via the Business Management Workforce System (BMWS) at http://mdcsbd.gob2g.com. The information must be submitted via BMWS as soon as reasonably available and, in any event, prior to final payment under the contract. The Prime Consultant shall not change or substitute first tier subcontractors/sub-consultants or direct suppliers or the portions of the contract work to be performed or materials to be supplied from those identified except upon written approval of the County. Additionally, in accordance with Section 2-8.8 of the Code, as a condition of final payment under a contract, the Prime Consultant shall identify subcontractors/sub-consultants used in the work, the amount of each subcontract, and the amount paid and to be paid to each subcontractor/sub-consultant via BMWS. The Prime Consultant shall be responsible for reporting all payments to sub-consultants, and sub-consultants 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.

## 1.26 ACCESS STATEMENT FOR NOTICES OF PUBLIC MEETINGS AND DEPARTMENTAL PUBLICATIONS

The Americans with Disabilities Act (ADA) obligates State and local governments to provide effective communications for individuals with disabilities. This includes written and oral communications. To request materials in accessible format, sign language interpreters, and/or any accommodation to participate in a County-sponsored program or meeting regarding this solicitation, please contact the Contracting Officer listed herein five days in advance to initiate your request. TTY users may also call 711 (Florida Relay Service).

## 1.27 SEA LEVEL RISE

Pursuant to Resolution R-451-14 and Section 2-1 of the Code (Board of County Commissioners Rule 5.09), all County infrastructure projects, including but not limited to County building elevation projects, County installation of mechanical and electrical systems, County infrastructure modifications, and County infrastructure renovations shall consider sea level rise projections and potential impacts as best estimated at the time of the project. These projects shall consider regionally consistent unified sea level rise projections during all phases, including but not limited to planning, design, and construction, in order to ensure that infrastructure projects will function properly for fifty (50) years or the design life of the project, whichever is greater.

## 1.28 PUBLIC RECORDS AND CONTRACTS FOR SERVICES PERFORMED ON BEHALF OF MIAMI-DADE COUNTY

The Contractor shall comply with the Public Records Laws of the State of Florida, including but not limited to: (1) keeping and maintaining all public records that ordinarily and necessarily would be required by Miami-Dade County (County) in order to perform the service; (2) providing the public with access to public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law; (3) ensuring that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (4) meeting all requirements for retaining public records and transferring, at no cost, to the County all public records in possession of the Contractor upon termination of the contract and destroying any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements upon such transfer. In addition, all records stored electronically must be provided to the County in a format that is compatible with the information technology systems of the County. Failure to meet any of these provisions or to comply with Florida's Public Records Laws as applicable shall be a material breach of the agreement and shall be enforced in accordance with the terms of the agreement.

**IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (305) 375-5773; ISD-VSS@MIAMIDADE.GOV; 111 NW 1 STREET, SUITE 1300, MIAMI, FLORIDA 33128.**

## 1.29 TEAM COMPOSITION

Any requested changes to the proposed Team composition after the response deadline, including replacement of firm(s) or assigned personnel listed in the proposal, will only be considered (1) before the completion of Negotiations; and (2) solely in the case of unforeseen circumstances (e.g., a change in employment status outside the employer's control or a change in the organizational structure of any Team member).

Any such change to the proposed team submitted by the Proposer, is subject to County approval, in its sole discretion, which may include a review by the Client Department and SPD as to all matters concerning the requested change, including the time elapsed between the qualifying event and the submittal of the request, comparability of experience and qualifications and possession of required technical certifications (as applicable), and consultation with the County Attorney's Office.

All such requests shall be sent to the A/E Consultant Selection Coordinator denoted on the cover page of this NTPC, with a copy to the COB at clerk.board@miamidade.gov.

## 1.30 RIGHTS OF PROTEST (IF APPLICABLE)

In accordance with Implementing Order No. 3-21, Section V, Architectural/Engineering Consultant Selections funded in whole or in part by federal funds or where it has been determined by the DTPW Director that federal funding requirements apply, any proposer may submit a written protest to the County Mayor, 111 N.W. 1st Street, 29th Floor, Miami, Florida 33128, with a copy to the Clerk of the Board, within five working days of the County

Mayor's filing of an authorization to negotiate. The decision of the County Mayor shall be final and conclusive on these matters.

## 1.31 LISTING OF SUBCONSULTANTS VIA THE COUNTY'S WEB-BASED SYSTEM BUSINESS MANAGEMENT WORKFORCE SYSTEM (BMWS)

The Prime A/E firms are responsible for reporting via the BMWS all sub-consultants agreements entered into, including listing award amounts or percentage for each Miami-Dade County project. For additional information regarding online BMWS registration, managing County contracts, and to track compliance with SBE program measures, please call (305) 375-3111 or email at SBDmail@miamidade.gov.

## 1.32 INSPECTOR GENERAL REVIEWS

Independent Private Sector Inspector General Reviews: Pursuant to Miami-Dade County Administrative Order 3-20, the County has the right to retain the services of an Independent Private Sector Inspector General (hereinafter "IPSIG"), whenever the County deems it appropriate to do so. Upon written notice from the County, the selected proposer(s) shall make available to the IPSIG retained by the County, all requested records and documentation pertaining to any Agreement entered into as a result of this NTPC for inspection and reproduction. The County shall be responsible for the payment of these IPSIG services, and under no circumstance shall the selected proposer's prices and any changes thereto approved by the County, be inclusive of any charges relating to these IPSIG services.

Miami-Dade County Inspector General Review: According to Section 2-1076 of the Code of Miami-Dade County, Miami-Dade County has established the Office of the Inspector General which may, on a random basis, perform audits on all County contracts, throughout the duration of said contracts. The cost of the audit pertaining to any Agreement entered as a result of this NTPC shall be one quarter (1/4) of one (1) percent of the total contract amount which cost shall be included in the total contract amount. The audit cost will be deducted from progress payments made to the County. The audit cost shall also be included in all change orders and all contract renewals and extensions.

Exceptions: The above application of one quarter (1/4) of one percent 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 Commission; (j) professional service agreements under $1,000; (k) management agreements; (l) small purchase orders as defined in Miami-Dade County Implementing Order 3-38; (m) federal, state and local government-funded grants; and (n) interlocal agreements. Notwithstanding the foregoing, the Miami-Dade County Board of County Commissioners may authorize the inclusion of the fee assessment of one quarter (1/4) of one percent in any exempted contract at the time of award.

## 1.33 E-VERIFY REQUIREMENTS

This solicitation is subject to Florida Statute 448.95 requiring all contracts to include terms

and specifications with language substantially similar to:
“E-VERIFY - By entering the Contract, the Consultant becomes obligated to comply with the provisions of Section 448.095, Florida Statute, titled "Verification of Employment Eligibility." This includes but is not limited to utilization of 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 and Subcontractors to provide an affidavit attesting that the Subconsultant and Subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Failure to comply may lead to termination of this Consultant, or if a Subconsultant or Subcontractor 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. 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, and the Consultant may be liable for any additional costs incurred by Miami-Dade County resulting from the termination of the Contract. 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.”

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# DIVISION 2.0 PROPOSAL REQUIREMENTS

## 2.1 FORMAT AND CONTENTS

Interested Proposers must submit their proposal electronically through INFORMS in .pdf format.

Proposers should carefully follow the format and instructions outlined herein. The Proposal Submittal Form must include the electronic signature of the firm's authorized representative. Please refer to Section 2.2, Submittal Requirements for Initial Submission and Second Tier Additional Information, when applicable.

Every firm or team of firms, whether a sole respondent, a prime consultant firm, or a sub-consultant firm, must be responsive to all applicable items contained in this NTPC. Proposers shall not modify any of the forms provided and must submit the completed forms listed below in their proposal. Failure to provide all of the requested information may deem a respondent's proposal non-responsive.

Each proposal shall consist of the following documents in the recommended order noted below.

a) RFP-AE Proposal Submittal Form

The execution of the Proposal Submittal Form constitutes the unequivocal offer of the proposer to be bound by the terms of its proposal. **This is a Web-based form in INFORMS. It does not need to be included in the PDF proposal.** (Only required of the Prime consultant)

b) Contracting with Entities of Foreign Countries of Concern Prohibited Affidavit. **This is a Web-based form in INFORMS. It does not need to be included in the PDF proposal.** (Only required of the Prime Consultant)

c) Kidnapping, Custody Offenses, Human Trafficking and Related Offenses Affidavit. **This is a Web-based form in INFORMS. It does not need to be included in the PDF proposal.** (Only required of the Prime Consultant)

d) Letter of Introduction (optional). Preferred maximum of two (2) pages.

e) Letter of Qualifications (LOQ) Form
**Proposer shall indicate on the LOQ Form any Locally Headquartered Business (LHB) Firm. Proposer shall indicate on the LOQ Form the minimum estimated % of work based on the assigned technical certification to be completed by each A/E Subconsultant in Section III, to the extent known.**

Proposers are advised that changes to the proposed team composition, such as adding, deleting or replacing a firm(s), or individual sub-consultant(s), after the response deadline specified herein, will only be allowed at the discretion of

Miami-Dade County. Under no circumstance shall a change be allowed that results in a proposer gaining a competitive advantage over other proposers.

f) Table of Organization, to include the following:

1. All team member firms as denoted on the LOQ, with proper Federal Employer Identification Number (FEIN). For purposes of satisfying the applicable requirements of this solicitation, Miami-Dade County considers every company having a different FEIN, a separate legal entity.

2. All assigned personnel and services assigned including Miami-Dade County's technical certification categories in connection with this project.

g) Resumes

Resumes for assigned personnel listed in the Table of Organization. Subject document must be paginated and include personnel's name at the top of each page with a preferred maximum of two (2) pages per team member.

h) Narratives addressing Evaluation Criteria

Narratives detailing response to Criterion 1A, 2A, 3A, and 4A and as described in Section 3.3. Preferred maximum of five (5) pages each, or twenty (20) pages total.

i) A/E Experience & Qualification / Preference / Reference Form

Shall 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 should be for one project and must comply with the requirements listed in Section 1.3. Firms must denote whether the reference project is to meet a preferred experience and qualification requirement, and/or a general project reference. The A/E Experience & Qualification / Preference / Reference Form may be submitted more than once per individual team member firm as applicable.

Please be advised that each one of your references may be contacted by SPD staff, or designee, to verify the information provided in the A/E Experience & Qualification / Preference / Reference Form

j) SPD Form - Locally Headquartered Business Affidavit (Required of the Prime if the Prime is self-performing work and requesting LHB preference points. This form is also required for all subconsultants performing work towards LHB preference points).

k) SPD Form - Locally Headquartered Business – Letter of Commitment (LOC) (Required for all subconsultants performing work towards LHB preference points)

**For consideration of LHB preference points, the assigned percentage of work commitment shall be only for Technical Categories listed in Section**

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**1.4 of the NTPC. If there is a discrepancy between the percentage of assigned work shown on the LOC and the LOQ, the percentage on the LOC takes precedence.**

Failure to provide the information required by Miami-Dade County may result in the negative evaluation of the team, or disqualification of the team, at Miami-Dade County's sole discretion.

Pursuant to Section 2-11.1(p) of the Miami-Dade County Code, County employees may not provide letters of recommendation.

The County Mayor or County Mayor's designee may impose the loss of eligibility to participate in County contracts, for a specified period of time not to exceed five years, upon an applicant, its individual officers, its shareholders with significant interests, and its affiliated businesses for violations of, or non-compliance with I.O. 3-39. Subject violations and/or non-compliance may include the falsification of information provided in a proposal and/or consultant selection documents.

## 2.2 SUBMITTAL REQUIREMENTS FOR INITIAL SUBMISSION AND SECOND TIER ADDITIONAL INFORMATION, WHEN APPLICABLE

Interested firms must submit their proposal electronically through INFORMS, prior to the Deadline for Receipt of Proposals, as denoted on the cover page of this NTPC. Please refer to Section 1.2, Notice of Electronic Bidding, for more information on how to register/use INFORMS.

A Proposer may submit a modified proposal to replace all or any portion of a previously submitted proposal up until the proposal due date. The County will only consider the latest version of the proposal. If applicable, Second Tier Additional Information will be requested from the Short-Listed firms.

Pursuant to Florida Statute 119.071(2), all proposals received will become public record 30 days after the response deadline.

The responsibility for submitting a proposal to the County, on or before the stated time and date, is solely and strictly the responsibility of the Proposer. Miami-Dade County is not responsible for delays caused by technical difficulty, nor caused by any other occurrence. **Proposals shall not contain any external links, animations and/or videos**. If there are any questions regarding INFORMS, please contact INFORMS Support at 305-375-5773 or email: ISD-VSS@miamidade.gov.

## 2.3 POSTPONEMENT/CANCELLATION

The County may, at its sole and absolute discretion, reject any and all, or parts of any and all proposals; re-advertise this solicitation; postpone or cancel, at any time, this solicitation process; or waive any irregularities in this solicitation or in the proposals received as a result of this solicitation.

## 2.4 COSTS INCURRED BY PROPOSERS

All expenses involved with the preparation and submission of proposals to the County, or any work performed in connection therewith, shall be the sole responsibility of the proposer(s). No payment will be made for any responses received, nor for any other effort required of, or made by the proposer(s) prior to commencement of work as defined by a contract approved by the BCC.

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# DIVISION 3.0 EVALUATION/SELECTION PROCESS

## 3.1 INTRODUCTION

The County Mayor or County Mayor's designee will appoint a CSC with the appropriate experience and/or knowledge necessary to evaluate the scope of services. The CSC will be comprised of appropriate County personnel from multiple departments and members of the community as deemed necessary.

## 3.2 SELECTION PROCESS

Proposals will be evaluated in accordance with the guidelines established in I.O. 3-34 and I.O. 3-39. In the event that the County receives fewer than three proposals, the County may, in consideration of the nature of the project (specialized scope of services, technical certifications required, preclusion language, potential for organizational conflict of interest, project priority, etc.), elect to proceed with the proposal(s) received which are determined to be responsive and responsible.

Pursuant to County Resolution No. R-321-23, the Competitive Selection Committee shall be provided with reports with adverse findings or substantiated allegations within the past seven (7) years of the proposal submittal date (collectively "Reports") of the Miami-Dade Office of the Inspector General ("OIG") and/or the Miami-Dade County Commission on Ethics and Public Trust ("COE") regarding any Proposer and their proposed subcontractor(s) under deliberation by the Competitive Selection Committee to be considered in accordance with the evaluation of each applicable criteria identified in the Solicitation. In the event the OIG and/or COE issues Reports after the Competitive Selection Committee has scored and ranked the Proposers, the County Mayor or County Mayor's designee may re-empanel the Competitive Selection Committee to consider if such Reports would change the rankings. If the Competitive Selection Committee determines that Reports would change the rankings of the Proposer(s) identified in the Reports, then the Competitive Selection Committee shall re-score the Proposer(s) identified in the Report solely based on the impact the information identified in the Report would have on the scoring of the Proposer(s) in accordance with the applicable criteria identified in the Solicitation, re-rank the Proposers, and submit a written justification for the revised rankings to the County Mayor or County Mayor's designee. Upon review of such re-ranking and the justification, the County Mayor or County Mayor's designee may accept or reject the revised rankings. The County Mayor shall, in any recommendation to the Board of County Commissioners, either attach all Reports issued by the OIG and/or the COE or provide a description of such Reports and a link to where such Reports may be viewed.

## 3.3 PROPOSAL EVALUATION

The CSC will evaluate responsive proposals. This Architectural and Engineering Professional Services solicitation will be evaluated based on the specified criteria, in an effort to make a responsible recommendation to the County Mayor or County Mayor's designee as to which of the respondents should be granted the right to negotiate a contract for the solicited services. The CSC will evaluate responsive proposals, based on First and Second Tier criteria in accordance with I.O. 3-39.

The First Tier is the Evaluation of Experience and Qualifications. First Tier evaluation will be performed based on the criteria listed below. The CSC shall assign points on the Evaluation Forms based on the selection criteria set forth in 1A, 2A, 3A, and 4A, per CSC member in his or her discretion, depending on the merit of the proposal in accordance with the evaluation criteria. Each CSC member shall assign Qualitative Points on each respondent's evaluation report in accordance with the established evaluation criteria. In accordance with I.O. 3-39, SPD staff shall assign additional points per CSC member based on the selection criteria set forth in 5A, 6A, 7A, and 8A:

**FIRST TIER SELECTION: (Maximum 110 points)**

***Criterion 1A: Qualifications of the Team Members Assigned to the Project***
***(1 point min. / 40 point max.)***

Evaluation of the qualifications of the individuals and experience level of the professional and management staff to be assigned to the project, quality and availability of the project manager and staff of the Firm to be assigned, if any, including, any preferred qualifications as specified in the NTPC. The qualifications shall also include, but not be limited to, familiarity with County regulations and sustainability design principles as set forth in the solicitation documents.

***(Refer to Section 1.3 of the NTPC for applicable preferred Experience and Qualifications) Scoring of this criterion will be based on Narrative included in proposal and Resumes of Team Members.***

***Criterion 2A: Past Experience of Similar Projects***
***(1 point min. / 30 point max.)***

Evaluation of the Firm's past experience, professional role, and knowledge of similar projects, including any preferred experience as specified in the NTPC, Firm's understanding of the scope of work, which may include but not be limited to studies performed that may affect the specific project being evaluated, key design elements, approach to the project, understanding and awareness of the regulatory, permitting, and compliance requirements involved with the project, health and safety programs, and number of LEED accredited completed projects, as applicable.

***(Refer to Section 1.3 of the NTPC for applicable preferred Experience and Qualifications) Scoring of this criterion will be based on Narrative included in proposal, and the A/E Experience and Qualifications / Preference / Reference Forms.***

***Criterion 3A: Past Performance for the Firms***
***(1 point min. / 15 point max.)***

Evaluation of the firm's past performance, overall interrelationship with proposed Team members, responsiveness, experience in scheduling projects, and timely submittal of deliverables on past projects will be considered, including performance on any non-County projects. CSC members are required to review the available Past Performance Evaluation reports in the County's database as of the submittal due date.

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***Scoring of this criterion will be based on Narrative, Past Performance Evaluations in the County system, and relevant information in the A/E Experience and Qualifications/ Preference / Reference Forms.***

***Criterion 4A: Firm's Project Staffing Availability, and Ability to Meet Time and Budget***
***(1 point min. / 5 point max.)***
Evaluation of the Firm's staffing levels assigned to the project, including the Firm's ability to replace key personnel if needed, their experience in scheduling projects, systems utilized to keep track of the project schedule, cost controls, familiarity with County guidelines and regulations, as well as tools and methods employed to avoid cost overruns, change orders, and project delays.
***Scoring of this criterion will be based on Narrative included in proposal.***

***Criterion 5A: Amount of Work Awarded and Paid by The County***
***(1 point min. / 5 point max)***
SPD will use this criterion to distribute work equitably and consider amounts awarded and paid by the County for Professional Services. The formula used to determine a Team's awarded and paid amounts (Average Dollar Value or "ADV") is the sum of 50% of the dollars awarded for Professional Services to the prime Firm and all Sub-consultants by the County when they served as a Prime Consultant in previous engagements, during the three-year period immediately preceding the submittal date; plus 50% of the dollars paid for Professional Services to the prime Firm and all Sub-consultants by the County when they served as a Prime Consultant in previous engagements, during the three-year period immediately preceding the submittal date. The highest amount awarded and paid by the County to any Firm responding to the NTPC shall be the Maximum ADV. The point total awarded for Criterion 5A is determined as a percentage ratio of each Team's ADV to the Team whose ADV is the highest ("Maximum ADV".)

The Team with the Maximum ADV shall receive one (1) point. The other Team shall receive points as follows:

| | |
|---|---|
| 100% to >80% of Maximum ADV | 1 point |
| 80% to >60% of Maximum ADV | 2 points |
| 60% to >40% of Maximum ADV | 3 points |
| 40% to >20% of Maximum ADV | 4 points |
| 20% to >0% of Maximum ADV | 5 points |

ADV calculations shall be based on the current information available within the County's database(s) and shall be performed by County staff in advance of the First Tier meeting, but not communicated to the CSC until scoring is completed and submitted by the CSC to SPD staff for processing.

***<u>Criterion 6A: Use of Locally Headquartered Businesses</u>***
***<u>(0 point min. / 5 point max)</u>***
SPD staff shall assign points to all eligible Teams based on the percentage of Contract work assigned to Locally Headquartered Businesses (LHB) as specified in this Section in furtherance of Sections 2-8.5 and 2-10.4, County Code. Points will only be awarded to

A&E firms assigned work associated with TC categories required by the NTPC.

If the Prime is not an LHB, then the following points will be assigned based on the percentage of work sub-contracted to the LHB Sub-consultants as set forth below:

| Percentage (%) of work assigned for LHB Sub-consultants | Points |
|---|---|
| < 5% | 0 |
| 5% to <15% | 1 |
| 15% to <25% | 2 |
| 25% to <35% | 3 |
| 35% to <45% | 4 |
| 45% and over | 5 |

In the event a Locally Headquartered Business is the prime, and such Firm commits to perform a minimum of 50% of the value of the work of the Contract with its own forces, the Firm shall be entitled to three (3) points on account of the Firm's own status as an LHB. Such Firm shall be entitled to an additional two (2) points based on subcontracting, as provided for all firms in the schedule below:

| Percentage (%) of work assigned for LHB Sub-consultants | Points |
|---|---|
| < 5% | 0 |
| 5% to <15% | 1 |
| 15% and over | 2 |

The LHB preference shall be implemented and enforced in accordance with the enforcement provisions set forth in Implementing Order 3-68.

***Criterion 7A: Local Preference***
***(5 points)***
SPD staff shall assign five (5) points to all Teams eligible for Local Preference, per Sections 2-8.5 and 2-10.4 of the Code. The County will assign the points upon review of the submitted qualifying information meeting this requirement as specified in the NTPC.

***Criterion 8A: Local Certified Veteran Business Enterprise Preference***
***(5 points)***
SPD staff shall assign five (5) points to all Teams eligible for Local Certified Veteran Business Enterprise preference, per County Code Section 2-8.5. The County will assign the points upon review of the submitted qualifying information meeting this requirement as specified in the NTPC.

The CSC Chairperson records the qualitative points awarded by each CSC member. Disparities will be identified in accordance with I.O. 3-39.

The qualitative scores are then converted to ordinal scores for each firm.

The lowest qualitative score for each Proposer shall be discarded if any of the lowest scores deviate by twenty-five percent (25%) or more from the average score by all CSC members. The qualitative scores will be totaled to yield the Adjusted Qualitative Points for each respondent.

The ordinal scores will be adjusted by discarding the highest ordinal score for each firm and tabulating the remaining ordinal scores. The firms shall be ranked based on the adjusted ordinal score and such rank shall become the final rankings for recommendation by the CSC (CSC Rank).

Should a tie exist in the total adjusted ordinal score, the first tie-breaker is the highest total adjusted qualitative points, if applicable, followed by the highest total qualitative points for criterion 1A, 2A, 3A, and 4A in that order, until the tie is broken. The ordinal ranking is then determined.

Upon conclusion of the First-Tier evaluation process, the CSC may exercise one of the following options:

a) The CSC may waive the Second Tier evaluation process, and recommend to the County Mayor or County Mayor's designee that a contract be negotiated with the highest ranked responsive and responsible proposer(s) based solely on the evaluation results of First Tier. Upon the County Mayor or County Mayor designee's approval, the County shall enter into negotiations with the recommended proposer(s).

b) The CSC may short-list and require short-listed respondents to participate in a Second-Tier evaluation. Short-listed respondents may be required to submit additional documentation and /or to participate in oral presentations.

If the CSC decides by majority vote to waive the Second Tier evaluation process, the CSC recommendation shall be reflective of the ranking. Upon the County Mayor or County Mayor designee's approval, the County shall enter into negotiations with the recommended respondent(s).

**If proceeding to the Second Tier, the order of oral presentations for the short-listed firms will be based on the reverse order of final ranking from the First Tier meeting.**

SPD staff will notify short-listed respondents regarding the following as applicable:

- Oral presentation date, time, location and duration
- Additional information, if any, requested by the CSC, and the submittal due date and time. Please refer to Section 1.13, Communications and Submittal of Additional Information.

Please note that on the day prior to the Second Tier meeting, all presenting Teams are required to provide the County, in an electronic format, a copy of all materials to be shown/presented during the Oral Presentation, including but not limited to; any handouts, banners, boards, PowerPoint presentations and videos.

On the day of the Second Tier meeting, presenting firms will be provided access to a large TV/projection screen connected to a County provided laptop with PowerPoint software to show their presentation. **Alternatively, presenting firms may provide their own equipment to present.**

The Second Tier is the Evaluation of Oral Presentations. The Second-Tier meeting provides the opportunity for shortlisted firms identified at the First-Tier selection, to present additional information during an oral presentation. A question-and-answer period may also be involved. Furthermore, the CSC may request supplemental written information prior to or in lieu of oral presentations.

The CSC, in his or her discretion, shall assign points on the Evaluation Forms, based upon the merit of the presentations and/or requested information, as applicable, in accordance with the evaluation criteria. The Chairperson shall assign points per CSC member based on the selection criteria set forth in 4B, 5B, and 6B below:

**SECOND TIER SELECTION (Maximum 110 points)**

***Criterion 1B: Qualifications of Professional Personnel and Team Members Assigned to the Project***
***(1 point min. / 40 point max.)***
Evaluation of the qualifications and experience level of the professional personnel and Team members assigned to the project. The qualifications may include past experience with similar types of projects and familiarity with County Regulations.
***Scoring of this criterion will be based on Oral Presentation, responses during the Question-and-Answer session, and/or additional information requested by the CSC, as applicable.***

***Criterion 2B: Knowledge of Project Scope and Project Approach***
***(1 point min. / 40 point max.)***
Evaluation of the respondent's understanding of the proposed scope of work, which may include but not be limited to, studies performed that affect this project, key design elements, (a design scheme may be required),effects on the community involved, and awareness of the permitting requirements including health and safety measures applicable to the project's scope. Respondents approach to the project, sustainable design principles as set forth in the solicitation document, and implementation of LEED requirements, as applicable.
***Scoring of this criterion will be based on Oral Presentation, responses during the Question-and-Answer session, and/or additional information requested by the CSC, as applicable.***

***Criterion 3B: Proposer's Project Management Methodology***
***(1 point min. / 15 point max.)***
Staffing levels assigned to the project, their experience in scheduling projects, systems utilized to keep track of the project schedule, cost control, quality assurance, and quality control, as well as tools and methods employed to avoid cost overruns and project delays. Evaluation of the Firm's management approach to the proposed scope of services.

***Scoring of this criterion will be based on Oral Presentation, responses during the Question-and-Answer session, and/or additional information requested by the CSC, as applicable.***

***Criterion 4B: Use of Locally Headquartered Businesses (LHB)***
***(0 point min. 5 point max.)***
SPD staff shall assign points to all eligible Teams based on the percentage of Contract work assigned to Locally Headquartered Businesses (LHB) as specified in this Section in furtherance of Sections 2-8.5 and 2-10.4, County Code. Points will only be awarded to A&E firms assigned work associated with TC category(ies) required by the NTPC.

If the Prime is not an LHB, then the following points will be assigned based on the percentage of work sub-contracted to the LHB Sub-consultants as set forth below:

| Percentage (%) of work assigned for LHB Sub-consultants | Points |
|---|---|
| < 5% | 0 |
| 5% to <15% | 1 |
| 15% to <25% | 2 |
| 25% to <35% | 3 |
| 35% to <45% | 4 |
| 45% and over | 5 |

In the event a Locally Headquartered Business is the prime, and such Firm commits to perform a minimum of 50% of the value of the work of the Contract with its own forces, the Firm shall be entitled to three (3) points on account of the Firm's own status as an LHB. Such Firm shall be entitled to an additional two (2) points based on subcontracting, as provided for all firms in the schedule below:

| Percentage (%) of work assigned for LHB Sub-consultants | Points |
|---|---|
| < 5% | 0 |
| 5% to <15% | 1 |
| 15% and over | 2 |

The LHB preference shall be implemented and enforced in accordance with the enforcement provisions set forth in Implementing Order 3-68.

***Criterion 5B: Local Preference***
***(5 points)***
SPD staff shall assign five (5) points to all Teams eligible for Local Preference, per Sections 2-8.5 and 2-10.4 of the Code. The County will assign the points upon review of the submitted qualifying information meeting this requirement as specified in the NTPC.

***Criterion 6B: Local Certified Veteran Business Enterprise Preference***
***(5 points)***

SPD staff shall assign five (5) points to all Teams eligible for Local Certified Veteran Business Enterprise preference, per County Code Section 2-8.5. The County will assign the points upon review of the submitted qualifying information meeting this requirement as specified in the NTPC.

The CSC Chairperson records the qualitative points awarded by each CSC member. Disparities will be identified in accordance with I.O. 3-39.

The qualitative scores are then converted to ordinal scores for each firm.

The lowest qualitative score for each Proposer shall be discarded if any of the lowest scores deviate by twenty-five percent (25%) or more from the average score by all CSC members. The qualitative scores will be totaled to yield the Adjusted Qualitative Points for each respondent.

The ordinal scores will be adjusted by discarding the highest ordinal score for each firm and tabulating the remaining ordinal scores. The firms shall be ranked based on the adjusted ordinal score and such rank shall become the final rankings for recommendation by the CSC (CSC Rank).

Should a tie exist in the total adjusted ordinal score, the first tie-breaker is the highest total adjusted qualitative points, if applicable, followed by the highest total qualitative points for criterion 1B, 2B, and 3B in that order, until the tie is broken. The ordinal ranking is then determined.

Upon conclusion of the Second Tier evaluation process, the CSC recommendation shall be reflective of the ranking.

Upon the County Mayor or County Mayor designee's approval, the County shall enter into negotiations with the recommended proposer(s).

## 3.4 NEGOTIATIONS

The County reserves the right to enter into contract negotiations with the selected proposer(s). If the County and the proposer(s) do not agree to the terms of the PSA, then the County may elect to terminate negotiations and begin negotiating with the second highest ranked proposer and so forth. This process will continue until a contract has been executed, or all submittals have been rejected. No proposer shall have any claims and/or rights against the County arising from such negotiation and/or the qualification process.

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

## (I) - PROJECT INFORMATION

SPD Project No.: **E26PM01**

Project Name: **WATER REMEDIATION POOL**

**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 | | | | |
| 5 | | | | |
| 6 | | | | |
| 7 | | | | |
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| 17 | | | | |
| 18 | | | | |
| 19 | | | | |
| 20 | | | | |

## (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 # |
|---|---|---|---|
| **10.05** | **Environmental Engineering - Contamination Assessment and Monitoring – PRIME** | | |
| **10.06** | **Environmental Engineering - Remedial Action Plan Design - PRIME** | | |
| **10.07** | **Environmental Engineering - Remedial Action Plan Implementation / Operation / Maintenance - PRIME** | | |
| **17.00** | **Engineering Construction Management- PRIME** | | |
| 6.01 | Water and Sanitary Sewer Systems - Water Distribution and Sanitary Sewage Collection and Transmission Systems | | |
| 9.02 | Soils, Foundations and Materials Testing - Geotechnical and Materials Engineering Services | | |
| 10.01 | Environmental Engineering - Stormwater Drainage Design Engineering Services | | |
| 10.09 | Environmental Engineering - Wellfield, Groundwater, and Surface Water Protection and Management | | |
| 11.00 | General Structural Engineering | | |
| 12.00 | General Mechanical Engineering | | |
| 13.00 | General Electrical Engineering | | |
| 15.01 | Surveying and Mapping - Land Surveying | | |
| 15.03 | Surveying and Mapping - Underground Utility Location | | |
| 16.00 | General Civil Engineering | | |

| (V) - PROPOSED A/E SUB-CONSULTANTS PERFORMING NON-REQUIRED TECHNICAL CERTIFICATION CATEGORIES AND/OR NON-A/E SUB-CONSULTANTS | | | |
|---|---|---|---|
| **a** | Firm Name:<br>Address:<br>Assigned Services: | FEIN: | Phone: **(  )  -** |
| **b** | Firm Name:<br>Address:<br>Assigned Services: | FEIN: | Phone: **(  )  -** |
| **c** | Firm Name:<br>Address:<br>Assigned Services: | FEIN: | Phone: **(  )  -** |
| **d** | Firm Name:<br>Address:<br>Assigned Services: | FEIN: | Phone: **(  )  -** |
| **e** | Firm Name:<br>Address:<br>Assigned Services: | FEIN: | Phone: **(  )  -** |
| **f** | Firm Name:<br>Address:<br>Assigned Services: | FEIN: | Phone: **(  )  -** |
| **g** | Firm Name:<br>Address:<br>Assigned Services: | FEIN: | Phone: **(  )  -** |
| **h** | Firm Name:<br>Address:<br>Assigned Services: | FEIN: | Phone: **(  )  -** |
| **i** | Firm Name:<br>Address:<br>Assigned Services: | FEIN: | Phone: **(  )  -** |
| **j** | Firm Name:<br>Address:<br>Assigned Services: | FEIN: | Phone: **(  )  -** |

# 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 1.3, 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).**

Name of Applicant Firm: _____

# LOCALLY HEADQUARTERED BUSINESS AFFIDAVIT

## SPD Project No. E26PM01

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: _____

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:** |
| --- |
| |

**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 _____<br>Percentage of Work Assigned _____%*<br>***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 | |

**MIAMI-DADE COUNTY, FL**

**NON-EXCLUSIVE PROFESSIONAL SERVICES AGREEMENT**
**CONTRACT NO. _____**

**STRATEGIC PROCUREMENT DEPARTMENT (SPD) PROJECT NO. _____**

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THIS NON-EXCLUSIVE PROFESSIONAL SERVICES AGREEMENT (the "Agreement") is made and entered into this _____ day of _____, 2026 (the "Effective Date) by and between Miami-Dade County, a political subdivision of the State of Florida, having its principal office at 111 NW 1st Street, Miami, FL 33128, hereinafter referred to as the "County", and_____, a Florida corporation/limited liability company authorized to do business in the State of Florida, having its principal office at _____ hereinafter referred to as the "Consultant" (collectively, the "Parties", and each may individually be referred to as a "Party.").

**RECITALS**

A. The County has met the requirements of Section 287.055, Florida Statutes, the Consultant's Competitive Negotiation Act, as amended, and has selected the Consultant to perform these professional services.

B. [The subject Professional Services Agreement (PSA) is one of a Pool of Five (5) Architectural and Engineering (A&E) Consultants to assist the County in performing the scope of services set forth in Appendix A. (if applicable)

C. [Add other recitals as applicable].

**DEFINITIONS**

**A.** Additional Services: services in addition to the Services defined in the Scope of Services (Appendix A), which the Consultant shall perform at County's option upon issuance of an amendment to this Agreement.

**B.** Agent: any entity engaged by the Consultant to perform any portion of the Work, including but not limited to the Consultant's employees, officers, contractors, inspectors and Subconsultants performing any Services for the County on behalf of the Consultant.

**C.** Agreement: this document with all attachments and exhibits, as amended, which may include the Proposal or parts thereof.

**D.** Amendment: a written modification to this Agreement, executed by the Consultant and the County, covering changes, additions, or reductions in the terms of this Agreement.

**E.** Basic Services: the Services which the Consultant shall perform in accordance with the Scope of Services (Appendix A) and the terms and conditions of this Agreement.

**F.** Board: the Miami-Dade County Board of County Commissioners.

**G.** Code: the Miami-Dade County Code of Ordinances.

**H.** Consultant**:** Architect or Engineer or their authorized representative(s) identified in the Notice-to-Proceed letter, including but not limited to the resident Architect/Engineer, the Construction Manager, and the Architect/Engineer of Record.

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

**J.** Days: calendar days, unless otherwise designated.

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

**L.** Deliverables" means all documentation and any items of any nature submitted by the Consultant to the Project Manager for review and approval pursuant to the terms of this Agreement.

**M.** Department: Strategic Procurement Department (SPD); the entity which requires the services of the Consultant and is responsible for administering the Agreement with the Consultant Field Representative: an authorized representative of the Owner providing administrative and construction inspection services during the pre-construction, construction, and closeout Phases of the Contract.

**N.** Field Office Personnel: personnel that are performing duties in the field, outside of the home offices of the Consultant and or Subconsultant(s), and at County Offices a minimum of twenty four (24) hours per week (which shall mean that they are under the supervision of the County's Department and the Department provides office space, computers, and communication equipment, excluding cellular phones), for more than thirty (30 ) days. May also be referred as Personnel on Loan.

**O.** Field Services: portions of the Services involving the provision of on-site resident services, that the Consultant shall perform as the Field Representative in accordance with the terms of this Agreement, if directed and authorized by Service Order(s).

**P.** Home Office Personnel: personnel providing services from the home offices of the Consultant and/or Subconsultant(s).

**Q.** LEED (Leadership in Energy and Environmental Design): The United States Green Building Council (USGBC) created LEED as a rating system for green building practices.

**R.** LEED AP: A person(s) that is an employee of the Consultant or is a Sub-consultant to the Consultant that is certified by the GBCI or successor entity in the specialty specified in the Request for Qualifications/Proposals for this Project. The LEED AP shall (1) assist the Owner in the Project LEED registration, application and certification process; (2) coordinate and otherwise guide the Consultant in the design of the Project in order to achieve the points needed for the desired LEED certification; and (3) monitor the Contractor for the documentation required to meet the Contractor's obligations to achieve the LEED credit points stipulated in the Contract Documents.

**S.** LEED Certification Documents: Reports, documents or other data required to apply for and obtain the desired LEED certification.

**T.** LEED Certification Plan: Plan developed by the LEED AP to develop and monitor the documentation required during design and construction for the LEED certification application process. +

**U.** Mayor: the Miami-Dade County Mayor (or Mayor's designee) who serves as the County's Chief Administrative Officer.

**V.** Notice to Professional Consultants or NTPC: a document soliciting professional services under Section 287.055, Florida Statutes which includes but it is not limited to a description of the scope of services, technical certification requirements, notice of selection criteria and methodology, contract measures established for the subject project, data sheets or forms to be completed and submitted as part of the proposal, and submission deadline date.

**W.** Owner: the Director (or their designee) of the Department, which requires the professional services being provided by this Agreement.

**X.** Pool: A group of three (3) or more qualified consultants with separate Non-Exclusive Professional Services Agreement (PSA's) each with the effective term set forth in Section 3. The total combined maximum compensation for all PSAs shall not exceed the total amount set forth in Section 5. A rotational methodology will be used by the County when assigning work to the awarded A/E firms. This will be inclusive of, but not limited to workload, capabilities of the team, schedule, familiarity with location and infrastructure, conflict of interest mitigation, and more.

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

**Z.** Professional Construction Estimator: An individual construction estimator affiliated with a professional firm, company, joint venture, or corporation to provide and analyze cost estimates of the Project and individual Project Elements or parts thereof in order to determine the Probable Construction Cost at each Phase of the Basic Services requiring the submittal of a Probable Construction Cost.

**AA.** Project: the fixed capital outlay study or planning activity as defined in § 287.055 Fla. Stat. and § 2-10.4(1)(e) of the Code.

**BB.** Project Manager: the Owner or the duly authorized representative designated to manage the Project.

**CC.** Proposal: documents submitted by Consultant in response to the NTPC issued by the County.

**DD.** Service Order: the written authorization to proceed identified numerically with the Project, phase, or task, as issued by the Owner or Project Manager, including, at a minimum, the description of the Services required, the negotiated amount for such Services, the method of payments and the schedule for completing the Services.

**EE.** Services: Professional Services as defined in § 287.055 Fla. Stat., or Work and actions by the Consultant performed pursuant to or undertaken in accordance with the Scope of Work (Appendix A) and the terms and conditions in this Agreement..

**FF.** Small Business Enterprise (SBE): a certified firm as defined in the County's Small Business Enterprise Architecture and Engineering (A&E) Program set forth in Section 2-10.4.01 of the County Code, as amended.

**GG.** Subconsultant or Subcontractor: any person, entity, firm, or corporation, other than the employees of the Consultant, who furnishes labor in connection with the Scope of Services (Appendix A), whether directly or indirectly, on behalf and/or under the direction of the Consultant and whether or not in privity of contract with the Consultant. Unless approved by a special exemption by the County, all Sub-Consultants contracted by the Prime Consultant must be pre-qualified and technically certified by the County.

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

**II.** Work-Related Services: Those portions of the Services comprising Phase 4 of the Basic Services that the Consultant shall perform in accordance with the terms of this Agreement when directed and authorized by a Service Order.

**JJ.** Work Sequencing Schedule and Staging Plan: Plans prepared by the Consultant showing the stage-by-stage sequence of construction, the impact on adjacent or related facilities and on SPD operations, as well as other features, as necessary, related to the overall schedule of construction.

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

Additionally, all definitions set forth in the Consultants' Competitive Negotiation Act, Section 287.055, Florida Statutes, as amended, are deemed as being incorporated by reference in this Agreement.

**ORDER OF PRECEDENCE**

If there is a conflict between or among the provisions of this Agreement, the order of precedence is as follows: 1) Articles, 2) Appendix A - Scope of Basic and Additional Services, 3) Exhibit B – Maximum Billing Rates, 4) Miami-Dade County's NTPC SPD Project No. E26PM01 and any associated addenda and attachments thereof, and 5) the Consultant's Proposal.

**RULES OF INTERPRETATION**

a) References to a specified Article, section or schedule shall be construed as reference to that specified Article, or section of, or schedule to this Agreement unless otherwise indicated.

b) Reference to any agreement or other instrument shall be deemed to include such agreement or other instrument as such agreement or other instrument may, from time to time, be modified, amended, supplemented, or restated in accordance with its terms.

c) The terms "hereof", "herein", "hereinafter", "hereby", "herewith", "hereto", and "hereunder" shall be deemed to refer to this Agreement.

d) The terms "directed", "required", "permitted", "ordered", "designated", "selected", "prescribed" or words of like import to mean respectively, the direction, requirement, permission, order, designation, selection or prescription of the Project Manager.

e) The terms "approved", acceptable", "satisfactory", "equal", "necessary", or words of like import to mean respectively, approved by, or acceptable or satisfactory to, equal or necessary in the opinion of the Project Manager.

f) The titles, headings, captions, and arrangements used in these Terms and Conditions are for convenience only and shall not be deemed to limit, amplify, or modify the terms of this Agreement, nor affect the meaning thereof.

## SECTION 1 – COUNTY OBLIGATIONS

**1.1** The Department shall furnish to the Consultants any plans and other data available in the County 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 is used by the Consultant to accomplish the work undertaken pursuant to this Agreement. The County shall arrange for access to, and make all provisions for Consultant to enter upon public and private property as required for Consultant to perform its Services. The County shall review any itemized deliverables and documents required to be submitted by Consultant and respond in writing with any comments within the time(s) set forth in Appendix A.

**1.2** The Owner reserves the right to give reasonable assurance of the accuracy of information provided by the County to the Consultant. When such reasonable assurance is provided in writing, the Consultant shall not be compensated for independent verification of said information.

**1.3** The Consultant shall submit a written proposal, in a form acceptable to the County, upon the Owner's request. No payment shall be made for the Consultant's time or services in connection with the preparation and negotiations of any such proposal. The County recognizes that Consultant has no control over costs of labor, materials, equipment, supplies, or services furnished by others or over market conditions or contractors' methods of determining prices.

**1.4** The Owner shall confer with the Consultant before any Service Order is issued to discuss and agree upon the scope, time for completion, and fee for services to be rendered pursuant to that Service Order.

**1.5** The Owner and/or Project Manager shall issue Service Orders to the Consultant based on the agreed scope between the Consultant and the Owner. In case of emergency, the Owner may issue oral authorization to the Consultant with the understanding that written confirmation shall follow immediately thereafter.

**1.6** The Owner may assign the Consultant's design work to another Consultant or the County, including but not limited to a Consultant on a previous, successor or concurrent contract and further reserves the right to assign another Consultant's design work to Consultant. Consultant shall not be responsible for design work that is not 100% completed by the Consultant, submitted as final documents by the Consultant and accepted by the County.

**1.7** In accordance with County Implementing Order 3-39 ("Standard Process for Construction of Capital Improvements, Acquisition of Professional Services, Construction Contracting, and Change Orders, and Reporting"), as amended, the Department shall complete performance evaluations of the services rendered under this Agreement. The Consultant understands that the County will use such evaluation as a part of the responsibility determination for future solicitations.

## SECTION 2 – PROFESSIONAL SERVICES

**2.1** Upon receipt of an executed Service Order, the Consultant shall perform professional services associated with the requested work in accordance with the negotiated terms of the applicable Service Order. All work done by Consultant before issuance of a Service Order shall be at the Consultant's risk and expense. Work phasing shall be determined by Service Order. The Owner shall have the reserved right to determine on which parts or phases of the work the Consultant shall proceed and in what order. The Service Order(s) issued by the Owner (or the Project Manager if applicable) shall cover in detail the scope, specific deliverables, time for completion, method of payment and compensation for the professional services requested in connection with each part or phase of work.

**2.2** Consultant shall be licensed in the State of Florida in accordance with the requirements of the Project and the NTPC and shall provide all professional services as set forth in Appendix A, including all necessary, incidental, and related activities required for full and complete performance of this Agreement. Consultant shall at all times ensure that it and/or its subcontractors maintain all certifications which were required at the time of proposal submittal.

At least one (1) licensed professional A&E professional, must have and maintain Pre-Qualification certification with Miami Dade County shall own or control only one (1) firm including affiliates as a business owner, alone or as a member of a group, the firm's qualifier must be an employee and can only qualify one (1) firm pursuant to the respective Licensing Governing Boards of the State of Florida.

**2.3** Consultant shall provide complete architectural/engineering services, including but not limited to, always maintaining an adequate staff of qualified personnel on the Project to complete

the scope in accordance with the terms specified in the applicable Service Order. The Consultant warrants and represents that its personnel have the proper skill, training, background, knowledge, experience, rights, authorizations, integrity, character, certificates, and licenses as necessary to perform the Services in a competent and professional manner. The County has the right to approve the Consultant's workforce and approve specific Consultant employees. The County has the right to have any Consultant employee removed from the work, if, in the County's sole judgment, such employee's conduct or performance is detrimental to the Project. The Consultant shall not replace any employee in the team initially proposed by the Consultant without prior County approval. Should the Consultant need to substitute personnel for any of the personnel identified in the Consultant's Proposal, the Consultant must notify the County in writing and request written approval for the substitution at least ten (10) business days prior to effecting such substitution. However, such substitution shall not become effective until the County has approved said substitution.

The Consultant shall submit, within ten (10) days of execution of this Agreement, a list of employees intended to be engaged in the work under this Agreement, including their classification and salary rates, as reported to the Internal Revenue Service (I.R.S.), as Appendix A1 *(if applicable)* to this Agreement and made a part hereof.

**2.4 Services To Be Rendered.**

The Consultant agrees to furnish or cause to be furnished to the extent authorized by Service Order all architectural and engineering professional services for the complete design of the Work., The Consultant shall be responsible for correction of any errors, omissions, and/or ambiguities, as determined by the Owner/Project Manager, resulting from the Services. Prior to issuing any Service Orders, the Consultant and Owner shall agree to a Design Schedule Cost Maintenance Plan (DSCMP).

The Consultant is firmly obligated to complete the services in accordance with the approved DSCMP, and shall furnish sufficient personnel, equipment, and facilities and shall work such hours as necessary to assure such completion. It is understood that Architect/Engineer shall not be responsible for delays of others not under its or its subconsultant's direct control. The Consultant shall meet once per month with the Project Manager to review the Consultant prepared DSCMP, which will establish the basis of payment and the actions necessary to correct schedule deficiencies. The Consultant may request modifications to the DSCMP by submitting a written request to modify with supporting justification. It shall be at the Owner's sole discretion whether to grant such a modification.

**2.4.1** The Consultant shall furnish or cause to be furnished all professional design services prescribed in the Special Provisions of this Agreement and all other services normally required for a project of this type.

**2.4.2** The Consultant shall design facilities that have common boundaries, surfaces, spaces, or that otherwise interface with other facilities or operations being designed, constructed, or operated by others not a part of this Agreement and shall also include the coordination of such design.

**2.4.3** The Consultant shall design interim/temporary facilities included in the Project Budget with the necessary associated facilities to accommodate operations, pedestrian and/or vehicular traffic, tenants or concessionaires, as needed during construction.

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

**2.4.5** Throughout all Phases of the Basic Services, the Consultant shall coordinate its Services with other Owner provided consultants.

**2.4.6** Consultant shall submit to the Owner the deliverables specified in each Service Order in the format approved by the Owner. In addition, the Consultant shall submit with each set of deliverables a complete listing of the items required to be delivered for that Phase, by discipline, and indicate which of those items are being submitted. For any items not being submitted, the Consultant shall submit either a written statement as to why such items are not being submitted as required or an approved waiver for the omission. The Owner reserves the right to reject all or part of any submittals that are not complete in their content as required herein. The Consultant shall be totally responsible for any additional costs resulting from such rejections and shall not be compensated in any manner by the Owner therefor.

**2.4.7** The County may require the Consultant to submit estimates of Probable Construction Cost, as described in the Definitions at various stages of design. The estimates are to be prepared by a Professional Construction Estimator. Compensation to the Professional Construction Estimator shall be the sole responsibility of the Consultant and shall be considered part of the Consultant's compensation for Basic Services. As part of its Probable Construction Cost, the Consultant shall assist the Owner in identifying Project Elements that are eligible for Federal/State grant-in-aid participation. The Consultant shall assist in reviewing applications prepared by the Owner and the Project Manager. If meetings with grant agencies are required, attendance at such meetings will be compensated by the Owner as Additional Services.

**2.4.8** Throughout all Phases of the Basic Services, all drawings requested by the Owner shall be produced as specified in the Service Orders.

**2.4.9** The Consultant shall submit hard and electronic format, as specified herein or otherwise by the Owner, copies of all documents required under each Phase for review, comments, and approval by the Owner. The number of copies and the distribution of those copies shall be specified in the Service Order for each Phase.

The electronic submittal required under this Agreement shall be in a format acceptable to the Owner for drawings and digital working files as indicated in the Service Order and shall be organized and submitted on external drive compatible with Owner's "Windows" operating system.

**2.4.10** The Consultant shall have a written design quality management program related to Construction Contract Document preparation and Work Related Services that details the methods and procedures that will be taken to assure that all services required by this Agreement conform to the required professional quality, technical accuracy, completeness, performance, and coordination of all work under the Agreement (including the work performed by Subconsultants). Such program shall be submitted to the Owner within seven (7) days after the Owner issues the first Service Order under this Agreement. The Consultant shall make all adjustments to the program deemed necessary by the Owner. The design quality management program, as adjusted, shall be implemented throughout the entire design and construction process.

**2.4.11** The Consultant's Probable Construction Cost (including construction contingency allowance), broken down by specification sections or unit prices, shall include any adjustments necessary for projected award dates, changes in requirements, or general market conditions. The Consultant shall use all reasonable efforts to ensure that the Probable Construction Costs do not exceed the project Budget. No further progress payment shall be made should the Probable Construction Cost in any Phase exceed the Budget, until an alternate design is provided at no additional compensation, to bring the cost within the Project Budget limitations.

**2.4.12** As directed by Service Order, the Consultant shall provide a CSI formatted cost loaded construction schedule that conforms to both the latest Probable Construction Cost and the Work Sequencing and Staging Plan. The cost loaded schedule shall be updated with each subsequent Service Order. The level of detail of the cost loaded schedule at each Phase shall be commensurate with the level of detail of the latest Probable Construction Cost.

## 2.5 Project Phases

The following are illustrative examples of phasing. Service Orders may encompass more than one phase or omit phases. Where a service order expressly directs Consultant to provide particular work or deliverables, that specific direction shall control over the phasing definitions provided below.

### Phases 1A and 1B - Program Verification and Preparation of Schematic Design Documents

**2.5.1** Phase 1A - Program Verification: Based upon the Program drawings, preliminary budget, and Design Guidelines furnished to the Consultant by the Owner, a Service Order may be issued to the Consultant to verify the accuracy and adequacy of all available information for the Project. Such verification shall include but not be limited to confirming existing dimensions of the site, existing utilities, and confirmation of any other existing material conditions.

**2.5.1.2** Record Drawings: The Consultant shall examine and verify all as-built conditions as to their completeness and accuracy as depicted on the Record Drawings furnished by the Owner.

**2.5.1.3** Project Budget: The Consultant shall examine in detail, the estimated construction costs furnished by the Owner. Should this cost verification reveal serious discrepancies and/or deficiencies which would impact the Project and its subsequent stages of development, the Consultant shall inform the Owner in writing as to the adequacy of the funds required to complete the Project through the construction phase.

**2.5.1.4** Utilities Investigation: The Consultant shall evaluate the utilities information provided by the Owner and determine the adequacy of existing utilities to accommodate the additional utility loads imposed by the Project Element(s) and incorporate such information into the design.

**2.5.1.5** Surveys: The Consultant shall verify the survey information provided by the Owner and incorporate such information into the design. The Consultant shall be responsible for obtaining any additional survey information that is required for the completion of the project and was not provided by the Owner.

**2.5.1.6** Soils Investigations: The Consultant shall prepare a soils investigation plan for use in determining soil characteristics required for proper design of the Project Elements included herein. The plan shall show the number, spacing and depth of borings required and shall specify such other tests and investigations as may be necessary to provide information prerequisite to the Project's design. The Consultant shall specify, locate and coordinate the specific borings and tests to be performed by others and shall interpret the results for application to the Project.

**2.5.1.7** Discrepancies Between Existing Conditions and Depicted Conditions: Any discrepancies between the actual, existing conditions and conditions depicted on drawings or other information provided by the Owner shall be noted by the Consultant. The actual, existing conditions shall then be incorporated into the Contract Documents. The Owner shall be informed, in writing, of any discrepancy between actual, and drawings.

**2.5.1.8** Deficiencies of Information: The Consultant shall inform the Owner in writing of any deficiencies, other than discrepancies from actual, existing conditions found during verification, in the as-built conditions, utility information, survey information and/or soils investigation which are deemed necessary to provide a satisfactory basis on which to perform the Basic Services. Upon agreement of the deficiencies by the Owner, the Owner may then issue a Service Order directing the Consultant to perform the necessary investigations and develop the required additional information as Additional Services.

At its option, the Owner may direct a geotechnical engineering company, an independent engineering testing laboratory, a survey company, or other firm(s) under contract with the Owner to provide the necessary services for the Consultant. The Consultant shall be responsible for verification of the validity, interpretation,

coordination, application, and use of all supplemental information, signed and sealed, provided by any such independent consultant.

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

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

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

**2.5.2.1** Site Plan: A site plan(s) of the Project, at a scale to be specified by the Owner, showing the Project Elements, existing facilities, and proposed projects pertinent to or interfacing with other projects and with the remainder of the Basic Services under this Agreement.

**2.5.2.2** Schematic Design Studies: The Schematic Design studies shall consist of all plans, elevations, sections, perspectives, etc., as required to show the scale and relationship of the design concept to surrounding facilities and other Project Elements plus a narrative report, setting forth in appropriate detail, the criteria to be used in preparing the Contract Documents for the Project Elements and identifying all major equipment and systems required, including alternative items as appropriate, and Work Sequencing Schedules. Design areas and elements beneficial to attaining the required LEED certification category shall be identified and quantified. These Schematic Design studies are preliminary in nature and scope. They shall be further defined, and amplifying details shall be developed, by the Consultant during subsequent Phases of the Basic Services.

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

**2.5.2.3** Drainage: The Consultant shall prepare a preliminary drainage plan showing the direction and quantities of flows to each drain. The Schematic Design narrative report shall provide drainage calculations in sufficient detail to give assurance that the Project can be used under the approved design storm conditions.

**2.5.2.4** Barricades, Signing, Marking and Lighting: The Consultant shall prepare, as necessary, a preliminary maintenance of traffic plan, construction operations safety plan, and a security plan which show how the Work can be accomplished within operational constraints.

**2.5.2.6** Outline Specification: The Consultant shall prepare an outline specification which will describe the architectural and engineering requirements, earthwork, utility adjustments and relocations, bridge substructure, superstructure, drainage, foundations, mechanical, electrical, utilities, lighting, signalization, signage, markings, external finishes, painting, security systems, fire protection systems, plumbing, and other incidental and special equipment being proposed for the Project, all of which will be considerations in the cost estimate.

**2.5.2.7** Probable Construction Cost: The Consultant shall submit a Probable Construction Cost of the Project. The Probable Construction Cost shall include the estimated costs of constructed or acquired facilities and improvements in such detail as required by the Owner including each class of equipment, operational systems, and any other direct costs that may be included in the Project by the Owner pursuant to this Agreement. No further progress payment shall be made should the Probable Construction Cost in any phase exceed the Budget, until an alternate design is provided at no additional compensation, to bring the cost within the Project Budget limitations.

**2.5.2.8** Project LEED point estimate: The A/E shall submit the Project LEED point estimate corresponding to the Phase 1B submittal documents. The Project LEED point estimate shall be updated for each successive Phase and kept current. No further progress payment shall be made should the Project LEED point estimate in any Phase fail to meet or exceed the top three (3) points in the specified LEED certification category.

**2.5.2.9** LEED Certification Plan: The A/E shall submit a LEED Certification Plan for the Project which shall detail the steps necessary to attain the specified LEED certification category and how each is to be implemented during design and construction of the Project. The LEED Certification Plan shall be updated for each successive Phase and kept current. Successive submittals shall show progress level of each step and directly correspond to the design decisions of each Phase.

**2.5.3** During Phase 1B the Owner may direct the Consultant, by Service Order, to combine specified portions of Phase 1B and Phase 2 Basic Services and eliminate or change certain portions of the Services in order to provide Contract Documents more efficiently or cost-effectively. If so directed by the Owner, fees for these two Phases shall be the same as if the two Phases were performed in their entirety. The durations for the individual Phases 1B and 2 will be combined to establish the total duration for the combined phase 1B/2, which will equal the sum of the durations for the individual Phases.

**2.5.4** The Consultant shall not proceed with the following Phase 2 - Design Development until appropriate written approvals and comments on the deliverables for Phase 1B and a Service Order for the Phase 2 Basic Services are received from the Owner. All comments shall be addressed, in writing, and reflected in the Phase 2 documents. The Consultant

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

## 2.6 Phase 2 - Design Development

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

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

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

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

**2.6.4** The Consultant shall submit all documents required under Phase 2 Design Development for review and comments by the Owner. The Design Development documents submitted shall also include updates to the Phase 1B Project Probable Construction Cost. These updates shall be based upon the approved size and character of the components of the Project Elements and the incorporation of the Owner approved recommendations of the Value Analysis. If the Phase 2 Probable Construction Cost indicates that the Project cost shall be more than the approved Phase 1B Probable

Construction, no further progress payment will be made until an alternate design is provided, at no additional compensation, to bring the cost within the Project Budget limitations. The Owner may direct the Consultant to modify, without additional compensation, the Design Development documents to bring the Phase 2 Probable Construction Cost within or below the approved Phase 1B Probable Construction Cost. The Consultant shall not proceed with the following Phase 3A - 30% Contract Documents until appropriate written approvals and comments on the deliverables for Phase 2 and a Service Order for the Phase 3A Basic Services are received from the Owner. All comments shall be addressed in Phase 3A. The Consultant understands that such approvals, comments, and Service Order may be received individually and at different times.

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

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

## 2.7 Phases 3A, 3B & 3C - Contract Documents

**2.7.1** Phase 3A, 30% Complete Contract Documents

**2.7.1.1** Consultant shall prepare the 30% Contract Documents from the approved Design Development documents developed in the performance of the Phase 2 Basic Services. Phase 3A Basic Services shall produce the submittals as more fully detailed in the Deliverables Requirements Manual.

**2.7.1.2** The Consultant shall prepare a preliminary Storm Water Pollution Prevention Plan (SWPPP) in accordance with the National Pollution Discharge Elimination System (NPDES) storm water discharge regulations under the Clean Water Act Amendments of 1987.
The Consultant shall comply with the current "NPDES General Permits For Storm Water Discharge From Construction Sites", for storm water rules, regulations, and project eligibility, and shall prepare a SWPPP for the Project using all applicable Environmental Protection Agency (EPA) and local agency regulations.

The Consultant may refer to the OWNER SWPPP guidance manual for information on preparing an individual SWPPP for Owner approval and Contractor implementation.

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

**2.7.1.4** The Consultant shall submit all documents required under Phase 3A - 30% Contract Documents for review and comments by the Owner. The 30% Contract Documents submittal shall apply to all applicable disciplines including, but not limited to, architectural, structural, mechanical/HVAC/plumbing/fire protection, electrical, and civil. The 30% Contract Documents submittal shall include CSI Divisions 1 through 50. The 30% Contract Documents submitted shall also include updates to the Phase 2 Project Probable Construction Cost. These updates shall be based upon the approved size and character of the components of the Project Elements as developed in the approved Phase 2 Design Development. If the Phase 3A Probable Construction Cost is higher than the Phase 2 Probable Construction Cost, no additional progress payment will be made until the Consultant provides an alternate design. The Owner may direct the Consultant to modify, without additional compensation, the 30% Contract Documents to bring the Phase 3A Probable Construction Cost within or below the approved Phase 2 Probable Construction Cost. The Consultant shall not proceed with the following Phase 3B - 75% Contract Documents until appropriate written approvals and comments on the deliverables for Phase 3A and a Service Order for Phase 3B Basic Services are received from the Owner. All comments shall be addressed in Phase 3B. The Consultant understands that such approvals, comments, and Service Order may be received individually and at different times. For LEED certified projects, the Consultant shall prepare and include drawings and specifications of each discipline identifying the specific elements that will qualify for LEED points, as well as the LEED point estimate. Specific areas, items, and elements that contribute to the Owner-required LEED category shall be listed, keyed, or otherwise highlighted for review purposes.

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

**2.7.2** Phase 3B, 75% Complete Contract Documents

**2.7.2.1** The Consultant shall prepare the 75% Contract Documents from the approved 30% Contract Documents developed in the performance of the Phase 3A Basic Services. Phase 3B Basic Services shall produce the submittals as more fully detailed in the Deliverables Requirements Manual.

**2.7.2.2** Using the documents prepared under this Article, the Consultant shall submit for review the necessary portions of the Contract Documents to the authorities including, but not limited to, County, State, and/or Federal, having jurisdiction over the Project by law or contract with the County. Said documents shall be sufficient to be permitted as applicable by such authorities The Consultant shall assist the Owner in coordinating with the Building Department to facilitate permit approval prior to approval by the Owner of the 100% complete Review Set and printing of the Contract Documents

**2.7.2.3** The Consultant shall develop a coordinated plan of execution for this Phase, which will include an outline, or index, of the contents of the Contract Documents along with a schedule(s) for completion.

**2.7.2.4** The Consultant shall prepare Plans in a manner that will ensure clarity of line work, notes and dimensions when reduced to 50 percent of the original size. After acceptance by the Owner, the Plans shall become part of the Contract Documents. The Technical Specifications shall provide that a system of quality control and quality assurance be a requirement of the work. The quality control and quality assurance system shall provide the procedures to be used by the Contractor and the Consultant to assure that the quality of all materials, equipment systems, and furnishings function as intended and are equal to or better than called for in the specifications.

**2.7.2.5** The Consultant shall submit all documents required under Phase 3B - 75% Contract Documents for review and comments by the Owner. The 75% Contract Documents submittal shall apply to all applicable disciplines including, but not limited to, architectural, structural, mechanical/HVAC/plumbing/fire protection, electrical, and civil. The 75% Contract Documents submittal shall include CSI Divisions 1 through 50. The 75% Contract Documents submitted shall also include updates to the Phase 3A Project Probable Construction Cost. These updates shall be based upon the approved size and character of the components of the Project Elements as developed in the approved Phase 3A - 30% Contract Documents. If the Phase 3B Probable Construction Cost indicates that the Project cost shall be more than the approved Phase 3A Probable Construction Cost, the Consultant shall provide an alternate design, without additional compensation and without changing the scope of the Project, to bring the Phase 3B Probable Construction Cost within or below the approved Phase 3A Probable Construction Cost. For LEED certified projects, the Consultant shall prepare and include drawings of each discipline identifying the specific elements that will qualify for LEED points. Specific areas,

items, and elements that contribute to the Owner-required LEED level shall be listed, keyed, or otherwise highlighted for review purposes.

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

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

**2.7.3** Phase 3C, 100% Complete Contract Documents

**2.7.3.1** The Consultant shall proceed with Basic Services Phase 3C - 100% Contract Documents. The Consultant shall prepare the 100% Contract Documents from the approved 75% Contract Documents developed in the performance of the Phase 3B Basic Services. Phase 3C Basic Services shall produce the submittals as more fully detailed in the Deliverables Requirements Manual.

The Consultant shall submit all documents required under Phase 3C - 100% Contract Documents for review and comments by the Owner. The 100% Contract Documents submittal shall apply to all applicable disciplines including, but not limited to, architectural, structural, mechanical/HVAC/plumbing/fire protection, electrical, and civil. The 100% Contract Documents submittal shall include CSI Divisions 1 through 50 and OWNER Division 0. The 100% Contract Documents submitted shall also include updates to the Phase 3B Project Probable Construction Cost. These updates shall be based upon the approved size and character of the components of the Project Elements as developed in the approved Phase 3B - 75% Contract Documents. If the Phase 3C Probable Construction Cost indicates that the Project cost shall be more than the approved Phase 3B Probable Construction Cost, no further progress payment will be made until the Consultant provides an alternate design the Consultant shall, without additional compensation and without changing the scope of the Project, provide an alternate design to bring the Phase 3C Probable Construction Cost within or below the approved Phase 3B Probable Construction

Cost. The Owner may direct the Consultant to modify, without additional compensation, the 100% Contract Documents to bring the Phase 3C Probable Construction Cost within or below the approved Phase 3B Probable Construction Cost. The Consultant shall not proceed with the following Phase 3D Bid Documents until appropriate written approvals and comments on the deliverables for Phase 3C and a Service Order for Phase 3D Basic Services are received from the Owner. All comments shall be addressed in Phase 3D. The Consultant understands that such approvals, comments and Service Order may be received individually and at different times. For LEED certified projects, the Consultant shall prepare and include drawings of each discipline identifying the specific elements for LEED points that are required by the technical specifications to meet the necessary criteria. The Project LEED points estimate shall be updated to reflect the Project's Phase 3B refinements to meet or exceed the top three (3) points in the specified LEED certification category.

## 2.8 Phase 3D, Bid Documents

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

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

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

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

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

## 2.9 Phase 4 - Bidding and Award of Contract

2.9.1 Upon approval of the 100% complete Contract Documents, the Consultant shall furnish the number of bound sets of the 100% complete Contract Documents (Plans and Project Manuals) as specified in the Service Order for bidding purposes, prior to

advertising, or as may otherwise be directed by the Owner by the Service Order. The Consultant shall assist the Owner in obtaining bids, responding in writing to Bidders' inquiries, preparation and issuance of addenda, evaluation of the Bids and Bidders, and the awarding of a Contract(s) for all or a portion of the Work that was bid pursuant to the Contract Documents. The Consultant shall also participate in pre-bid conference(s) and attend the Bid opening.

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

2.9.3 The Consultant shall, with prior approval and authorization by the Owner, develop, print, and distribute addenda and responses to bidder's inquiries.

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

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

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

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

## 2.10 Phase 5 - Work Related Services

**2.10.1** Work-Related Services will begin upon receipt of a Service Order. The Work-Related Services will end when the final request for payment from the Contractor has been approved by the Owner, the Consultant has submitted its Report of Contract Completion,

and the Record Drawings (As-Built Drawings) and has completed all other Services required, including the warranty related services.

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

**2.10.3** The Consultant shall submit or otherwise affirm that it has submitted all necessary and requested data to GBCI for the attainment of the LEED certification category requested by the Owner.

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

**2.10.5** Appropriately qualified personnel of the Consultant, including Sub-consultant(s) if appropriate, shall visit the Work at least once per week, unless otherwise specified in the Special Provisions of this Agreement, and as necessary to fulfill the responsibilities of the Consultant hereunder and in order to respond to non-routine situations that call for the Consultant's expertise and /or approval in an expeditious manner. Such personnel shall coordinate with the Field Representative work-site personnel.

**2.10.6** Based on observation and measurement of the Work satisfactorily completed and upon the request for payment from Contractor, the Consultant shall review the amount requested by the Contractor on account, indicating, as applicable, the amounts which are available from Federal/State funding, and shall concur with the request for payment, in such amount. The Consultant's concurrence shall constitute a representation to the Project Manager and the Owner that the Work has progressed to the point indicated; that to the best of the knowledge, information and belief of the Consultant, the quality of the Work is in accordance with the Contract Documents. Such concurrence shall be based on the Consultant's review and acceptance of the following:

1. An evaluation of the Work for conformance with the Contract Documents;
2. The Field Representative's certification of the Contractor's measurements for work satisfactorily completed;

3. The results of any subsequent test required by the Contract Documents;
4. The review of the as-built drawings to determine completeness and accuracy up to the date of the pay request;
5. Any specific qualifications stated in the request for payment; and
6. The Field Representative's confirmation of the cost of labor, materials, and equipment for cost-plus work including disputed work.
7. Compliance with all LEED required activities. The review of the Contractor's LEED Certification Plan for compliance regarding inventory and receipt of action documentation including, but not limited to, construction waste management, use of reduced impact materials, temporary storage of recyclables and discarded items, refrigerants, etc., necessary to attain maximum possible LEED certification points, up to the date of the pay request.

**2.10.7** The Consultant shall assist the Project Manager, the Field Representative, and other consultants in reviewing and evaluating all Contractor's claims relating to the cost, execution, and progress of the Work and on all other matters or questions related thereto.

**2.10.8** The Consultant shall have authority to require special inspection or testing of any Work questioned as to conformity with the Contract Documents whether or not such Work has been fabricated and delivered to the Project, or installed and completed.

**2.10.9** The Consultant shall, where necessary or when requested by the Owner, provide general consultation and advice, interpret the Plans Specifications, and other such Contract Documents and in order to clarify the intent of the Consultant with respect to the contents of the Contract Documents.

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

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

**2.10.11** The Consultant shall revise Plans, specifications and other Contract Documents as necessary, shall review Change Orders, Service Orders, Bulletins, and other appropriate documentation prepared by the Field Representative, and shall assist the Project Manager and Owner in negotiations with the Contractor(s) with respect to all changes in the Work. Such work shall be Additional Services, provided, however, that if the need to revise Plans, specifications and other Contract Documents and/or to review

Change Orders, Service Orders, Bulletins, and other documentation is a result directly or indirectly of errors, omissions, and/or ambiguities in the Services rendered by the Consultant, including Sub-consultants, then such work shall be provided by the Consultant at no additional cost to the Owner.

**2.10.12** The Consultant's Services for Substantial Completion and Final Acceptance shall include, but not be limited to, the following:

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

1. Defects observed in the Work and incomplete commissioning in first and succeeding visits;

2. Defects corrected (recorded by striking items from the punch list or by identifying items as corrected).

**2.10.12.2** Contractor's Closeout Submittals and Actions: The Consultant shall review the Field Representative's record of closeout submittals and actions for concurrence.

**2.10.12.3** Determination of Substantial Completion: When the Punch List of defective items has been reduced to the point at which, in the judgment of the Consultant and Field Representative, the Work can be immediately utilized for its intended purpose, division of responsibility for carryover items from the Contractor to the Owner has been set forth, and all Punch List items are judged to be capable of completion in not more than 60 days or such other time as may otherwise be approved by the Owner, upon recommendation by the Field Representative, the Consultant shall review, concur, and upon approval by the Owner, set the date of Substantial Completion.

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

**2.10.12.5** Determination That the Work Is Not Substantially Complete: If the required submittals and actions by the Contractor are deficient, or if in the judgment of the Field Representative and/or the Consultant the Work will not be ready for final acceptance within the time parameters specified herein, the Consultant shall notify the Project Manager, the Field Representative and the Contractor in writing that Substantial Completion cannot be declared, and include a list of deficient Contractor's submittals, deficient Contractor's actions, defective or incomplete items in the Work, and any other supporting reasons the Field Representative and/or the Consultant may wish to state.

**2.10.12.6** Retainage for Uncompleted Work: The Consultant shall review and concur with the Field Representative's recommendation of an amount that will ensure that the Owner can employ other contractors to complete each item of work in the event of the Contractor's failure to complete. Upon approval by the Owner, this retainage for uncompleted work shall be deducted from the retainage amount otherwise due the Contractor at the time of Substantial Completion. Retainage for uncompleted work will not be paid until the Contractor completes all uncompleted items.

**2.10.12.7** Final Acceptance: When, in the judgment of the Field Representative and the Consultant the Work is complete, the date of Final Acceptance shall be set by the Owner.

**2.10.13** The Consultant's Services after Final Acceptance shall include, but not be limited to, the following:

**2.10.13.1** The Consultant shall furnish to the Owner at the Consultant's expense a final, complete, and fully updated record model and drawings set of documents. The record drawings shall be submitted in the following formats:

A. Two (2) sets of 36" x 24" Electrostatic black line prints; and
B. Two (2) sets of electronic drawings:
In compliance with the OWNER Technical Support Facility Management BIM Standards.
C. Building Information Modeling (BIM) – A/E shall employ the use of BIM technology utilizing Autodesk Revit software.
The record model and drawings shall be presented to the Project Manager for transmittal of one copy of each format, through the Commissioning Team, to the designated representatives of the OWNER Division of Technical Support.

**2.10.13.2** The complete set of Record Model and Drawings shall include all pertinent shop drawings as well as the Plans included in the Contract Documents as adjusted to comply with the as-built Work. The Consultant shall verify that all Record Model and Drawings prepared by the Contractor are prepared in a manner that will ensure clarity of line work, notes, and dimensions. The Consultant shall

provide a certification of the quality of all equipment and systems that are a part of the finished work.

**2.10.13.3** The Consultant shall furnish to the Owner in an electronic data base (Microsoft Excel 2000 or higher) an index, summary, and copies of all warranty documents required to be furnished by the Contractor under the consolidated Contract Documents. The Field Representative and Contractor will be responsible for providing an index and summary list of the equipment by serial number and indicate for each the warranties, the term, conditions, and the purported legal enforcement and recourse rights of the Owner as indicated by the language in the Warranty. This list shall be reviewed by the Consultant. The Consultant shall upload to OWNER's Platform System all project related information when required.

**2.10.13.4** The Consultant shall inspect the entire Project thirty (30) days prior to the expiration of the warranties. The Consultant shall report its findings to the Owner sufficiently prior to the end of the warranty period to enable the Owner to issue an action report to the Contractor prior to the expiration of the warranty period. The Consultant's report shall be complete with specific recommendations covering any portion of the Work to be repaired or replaced.

**2.10.13.5** In addition to the requirements set forth above, the Consultant shall perform those duties of the Consultant as set forth in the Contract Documents.

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

## 2.11 Meetings and Reports

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

manner meeting notices and agenda, briefing materials, meeting minutes, meeting reports, etc., appropriate to such meetings.

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

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

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

## 2.12. Additional And Work-Site Services

**2.12.1** Authorization: Any Services beyond the requirements for Basic Services shall be performed by the Consultant upon receipt of a Service Order issued by the Owner. The Owner reserves the right to have any or all of the Services listed below performed by consultants other than the Consultant. The Consultant shall have no claim to any of these Services except as authorized by the Owner with a Service Order.

**2.12.2** Additional Services: Additional Services listed below are beyond the requirements for Basic Services under this Agreement and shall be performed upon receipt of a Service Order.

**2.12.3** Special analyses of the needs of the Owner related to financial feasibility, or other special studies not otherwise necessary for the satisfactory performance of the Basic Services.

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

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

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

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

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

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

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

**2.12.10** Consultation concerning replacement of any work damaged by fire or other disaster during construction, and professional services in connection with replacement of such work.

**2.10.11** Preparing to serve or serving as an expert witness at the request and on behalf of the Owner, in connection with the Project or any Project Element or component thereof,

except in situations where such service is a result of the Consultant's errors, omissions, or ambiguities.

**2.12.12** Professional services required after acceptance of the Work by the Owner except as otherwise required under Basic Services.

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

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

**2.12.15** Environmental Remediation engineering services. These services will be negotiated, authorized, and paid as Additional Services; however, the incorporation of standard details and/or technical specifications provided by the Owner into the Contract Documents does not constitute Additional Services.

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

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

## 2.13 Work-Site Services

**2.13.1** At the sole option of the Owner and after receipt of a Service Order specifically authorizing such Services, the A/E shall provide Work-Site Services as set forth herein. In discharging such Services, the Consultant shall provide an on-site resident Field Representative(s) approved by the Owner who shall act as the agent of the Consultant. The Work-Site Services shall be defined by Service Order, performed in accordance with the OWNER Construction Inspection Services Manual, and agreed to by the Consultant and the Owner.

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

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

## SECTION 3 – TIME FOR COMPLETION/DURATION OF AGREEMENT

The services to be rendered by the Consultant for each section of the work shall commence upon receipt of a written Service Order from the Owner and shall be completed within the time stated in the Service Order.

A reasonable extension of time shall be granted in the event there is a delay on the part of the County in fulfilling its part of the Agreement or should a Force Majeure, as defined in SECTION 26 hereof, render performance of the Consultant's duties impossible. Such extensions of time shall not be cause for any claim by the Consultant for extra compensation.

[USE THE FOLLOWING IF THE CONTRACT HAS A FIXED TERM:]
This Agreement begins on the Effective Date as defined in this Agreement and ends on _____ ( ) years after that date, subject to any renewals or extensions. Consultant shall perform the Services within the time periods specified in Appendix A. Time periods shall commence from the date of the approval of the First Service Order.

The County, at its sole discretion, acting by and through the Board, may extend this Contract for _____. No additional Service Orders will be issued past the expiration date of the Agreement. Consultant, however, may complete work after the expiration date if such specific work was authorized by a Service Order issued prior to the expiration date.

This Agreement contains a Contingency Allowance time extension not to exceed ten percent (10%) of the original Agreement Duration. Pursuant to a written request by the Consultant for a time extension for reasons described in SECTIONS 3 and 4 that affects the critical path schedule of the Agreement or any previously approved changes; written documentation that supports the justification of a time extension, and review and concurrence by the Owner, an Agreement Contingency Allowance time extension Authorization will be created for execution by all Parties. Once executed, the time extension will adjust the scheduled completion date. The cumulative total of all Contingency Allowance time extensions shall not exceed ten percent (10%) of the original Agreement Duration rounded off to the next whole number.

## SECTION 4 – NOTICES

Any notices, reports or other written communications from the Consultant shall be considered delivered, when delivered by certified mail to the address listed below, electronic media, or delivered in person to the Owner. Any notices, reports, or other communications from the County to the Consultant shall be considered delivered when delivered by certified mail to the Consultant at the last address listed below the County or delivered in person to said Consultant or the Consultant's authorized representative to the addresses listed below and shall be effective upon mailing or hand delivery (provided the contemporaneous email is also sent). Addresses may be changed by the applicable Party providing notice of such change in accordance with this Section.

FOR MIAMI-DADE COUNTY:

Attention:
Phone:

Email:

and

FOR Consultant:

Attention:
Phone:
Email:

**SECTION 5 – COMPENSATION**

The applicable and agreed upon method of compensation for each Service Order shall be included in the Service Order(s) issued to the Consultant. The County shall pay the Consultant for services rendered under this Agreement, for each Service Order, fees and other compensation computed in accordance with one or a combination of the methods outlined below:

A. Fee as a Multiple of Direct Salary Cost and Fixed Hourly Rate

The fee for services rendered by the Consultant's personnel, principals excluded, shall be computed based on the direct salary cost, as reported to the Internal Revenue Service and verified using most current certified payroll Consultant submits to the County, for the time of said personnel engaged directly in the work, times negotiated multipliers of: __ _____ for Home Office personnel, _____ for Field personnel and, _____ for Field Office personnel and/or personnel on loan for which the Department provides office space, computers, and communication equipment (excluding cellular phones).

Time worked by the Consultant and/or Subconsultants for this entire period shall be at the Field personnel/personnel on loan Irate. This fee shall constitute full compensation to the Consultant for costs incurred in the performance of the work such as overhead, fringe benefits, operating margin and all other costs not covered by reimbursable expenses.

Furthermore, the maximum raw hourly rates per classification, if capped, for the Consultant and Subconsultants are capped, as set forth in Exhibit B, except as follows:

_____

_____

_____

_____

The Consultant and its Subconsultants shall be compensated at the flat rate or hourly rate (use as applicable) of **$**_____per hour for the time of principals engaged directly in the work. This rate shall not be subject to the negotiated multiplier and shall be applied to the time spent on requested work by the following principal(s). Rate to be adjusted every year in accordance with Miami Dade County Cost of Living Adjustment (COLA) for non-unionized members.

**PRIME Consultant:**

_____

**SUBCONSULTANTS**:

TBD_____

TBD_____

TBD_____

TBD_____

TBD_____

TBD_____

TBD_____

The County reserves the right to substitute principals of the subconsultants who are assigned to this Agreement upon written request by the Consultant inclusive of the reason(s) for the Consultant's request for a substitution.

1. The Consultant shall compensate its employees for overtime work considered necessary and previously authorized by the Owner in writing at time-and-a-half of the labor rate normally paid to the employee, for personnel below the level of project engineer or project architect, as defined by the Owner. Overtime is defined as work for more than forty (40) hours per week. Principals shall not receive additional compensation for performance of overtime work.

2. Labor rates shall be in accordance with the list of rates per classification supplied by the Consultant and its Subconsultants and made a part hereof as Appendix A1. Labor rates of Consultant and its Subconsultants included in Appendix A1 are subject to review and adjustment. In no event under any emergency conditions shall rates exceed "Maximum Billing Rates" shown on Exhibit B.

3. The Consultant shall not invoice the County for charges for office, rent or overhead expenses of any kind, including but not limited to, insurance, local telephone (including cellular service) and utility charges, office/drafting supplies, depreciation of equipment, professional dues, subscriptions, computer

software/hardware, reproduction of drawings and/or specifications, mailing, stenographic, clerical, nor shall it invoice for other employee time or travel and substance not directly related to the work. The multiple factors set forth above shall cover all such costs for the work.

All payments to Subconsultants employed hereunder shall be the sole responsibility of the Consultant unless otherwise provided in this Agreement or within a Service Order. The Consultant shall not submit invoices, which include charges for services by Subconsultants, unless such subconsultant has been approved by the County and services have been performed satisfactorily and the charges are, in the opinion of the Consultant, properly payable to such Subconsultants. The Consultant shall promptly make all payments to such Subconsultants 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 Owner, furnish to the County a copy of the Agreement(s) providing for such payments. Compensation rate to Subconsultant(s) authorized by the Owner as services shall not exceed the Consultant's rates in this Agreement.

B. Lump Sum Fee

The fee for any requested portion of work may, at the option of the County, be a lump sum amount mutually agreed upon by the by the Owner 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 its sub-consultants 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

Under either compensation method identified above, the Consultant shall be compensated on a direct reimbursement basis for certain work-related expenditures not covered by fees for consulting services, provided such expenditures are reasonable and previously authorized in writing by the Owner. Failure to obtain such prior written authorization shall be grounds for nonpayment of reimbursable expenses. Reimbursable expenses may include:

1. Expenses for document reproduction (reproduction costs for internal coordination, reviews and other in-house uses will not be reimbursed), rental of specialized equipment, and purchase of special instruments necessary for the efficient performance of the work, provided that such purchased instruments remain the property of the County upon work completion. No separate additional payment shall be authorized for the use of CADD workstations (computers).

2. Expenses for travel (except commuting), transportation and subsistence by Consultant's personnel in the furtherance of the work outside Miami-Dade County will be reimbursed according to the provisions of Section 112.061, Florida Statutes (F.S.) and Miami-Dade County Administrative Order (A.O.) 6-1.

3. Other specialized services such as but not limited to renderings, surveying, geotechnical services.

D. Maximum Compensation/Additional Services

The maximum compensation for the Services included shall be the NOT TO EXCEED amount of $_____ Any County authorized additional services shall be subject to the maximum compensation cap set forth in Section 6 of this Agreement , unless an enabling Amendment to the Agreement has been approved and executed so long as the performance of additional services, as outlined in SECTION 6 , are necessary and authorized by the Owner. It is understood that any unspent portion of the contract ceiling is to remain with the County. To the extent the compensation method under an applicable Service Order is, in whole or part, a fee as a multiple of direct salary cost and fixed hourly rate, Salary costs for Consultant and Subconsultants as shown in Exhibit B, are the maximum billing rates, which are provisional, subject to audit of actual costs. If the audit discloses that the actual costs are less than the costs set forth on Exhibit B for Consultant or any Subconsultant, Consultant shall reimburse County based upon the actual costs determined by the audit. County may withhold the amount Consultant is required to reimburse County from any payment due Consultant.

E. Compensation for Other Services (If applicable)

The County shall compensate for other services or goods provided by the Consultant and others working in conjunction with the Consultant as stipulated in Appendix A.

F. County Discretion to Negotiate

Notwithstanding and prevailing over any other provision of this section, the County reserves the right in its sole discretion, through the Owner, to negotiate fees and rates with Consultant, mutually acceptable to County and Consultant, that are less than those set forth herein (please also refer to Appendix A1; Consultant's Schedule of Rates; Exhibit B: Maximum Billing Rates); and for particular projects, including but not limited to lower multiplier and hourly rates.

## SECTION 6 – ADDITIONAL SERVICES (ALLOWANCE ACCOUNT)

In the event that a contingency necessitates the performance of additional services by the Consultant after the $_____maximum compensation limit of the Agreement has been encumbered, the Owner shall have the right to authorize performance of additional services. provided that compensation for such services does not exceed ten percent (10%) of the Agreement's maximum compensation limit or $ _____. It is agreed that any unspent portion of the allowance account is to remain with the County.

## SECTION 7 – METHODS OF PAYMENT

The Consultant shall submit monthly to the Project Manager(s), a copy of a duly certified invoice for payments due on account of the portion(s) of the Services performed and eligible for payment. A copy of the applicable Service Order shall accompany the original copy of the invoice. The format, content and submittal date of the invoice shall be as specified by the Project Manager(s). The Architect/ Engineer will meet no less than monthly with the Project Manager(s) to verify that the Consultant's reported progress and earned value is in accordance with the Project. Monthly progress payments will be based on the monthly meeting with the Project Manager(s). It is the

policy of Miami-Dade County that payment for all purchases by County agencies and the Public Health Trust shall be made in a timely manner and that interest payments be made on late payments. In accordance with the Florida Statutes and Sections 218.74 and 2-8.1.4 of the Miami-Dade County Code, the time at which payment shall be due from the County or the Public Health Trust shall be forty-five (45) days from receipt of a proper invoice. The time at which payment shall be due to small businesses shall be fourteen (14) days from receipt of a proper invoice. All payments due from the County or the Public Health Trust, and not made within the time specified by this section, shall bear interest from thirty (30) days after the due date at the rate of one percent (1%) per month on the unpaid balance. Further, proceedings to resolve disputes for payment of obligations shall be concluded by final written decision of the Mayor, or his or her designee(s), not later than sixty (60) days after the date on which the proper invoice was received by the County or the Public Health Trust. Invoices with problems will be immediately returned to the Consultant.

All payments to Sub-consultant(s) employed hereunder shall be the sole responsibility of the Consultant unless otherwise provided for herein or within a Service Order. The Consultant shall, upon receipt of progress and/or final billing(s) from such Sub-consultant(s) for Services satisfactorily performed incorporate such billing(s) in the manner and to the extent appropriate to the applicable payment basis (es), in the next following invoice submitted by the Consultant to the Owner. The Consultant shall not submit invoices that include charges for Services by Sub-consultant(s) unless such Services have been performed satisfactorily and the charges are, in the opinion of the Consultant, payable to such Sub-consultant(s). The Consultant shall make all payments to such Sub-consultant(s) promptly following receipt by Consultant of corresponding payment from the Owner. Prior to any payments to Subconsultant(s), the Consultant shall, if requested by the Project Manager(s), furnish to the Owner a copy of the agreement(s) providing for such payments.

Per Section 2-10.4.01 of the County Code and Title 49 of the Code of Federal Regulations, the County endeavors to obtain the participation of Small Business Enterprises (SBE). Pursuant to AO 3-32 SBE Architecture and Engineering Program (SBE-A/E), Implementing Order (IO) 3-41 SBE Program for the Purchase of Goods and Services and/or I.O. 3-39 Standard Process for Construction of Capital Improvements, Acquisition of Professional Services, Construction Contracting, Change Orders and Reporting, the Consultant is required to file utilization reports with the County contracting department monthly, unless designated otherwise.

In accordance with § 2-8.8(4) of the Code, the Consultant shall report via the Business Management Workforce System (BMWS) all Subconsultants' agreements entered into listing award amounts or percentage for this Agreement. Additionally, the Consultant shall report all payments made to each Subconsultant participating on the project and verification of payments received must be confirmed by the Subconsultants via BMWS. For additional information regarding online BMWS registration, managing County contracts, and to track compliance with SBE program measures, please contact the Strategic Procurement Department's Small Business Unit, at (305) 375-3111 or via email at SBDmail@miamidade.gov.

Payments shall be made in accordance with the following methods, as identified and as specified in the Service Order:

A. Time and/or Material for Professional Fees and/or Reimbursable Expenses

The amounts due for professional services and/or reimbursable expenses shall be calculated in accordance with SECTIONS 5(A) and 5(C) hereof, respectively. Invoiced reimbursable expenses must be substantiated with copies of receipts and other documentation as necessary.

B. Lump Sum Fee

The amount due of invoices submitted shall be calculated by applying the percentage of the total work completed to date to the authorized lump sum and subtracting any previous payments for each of the following phases:
Phase 1A Research, Verification, and Site/Master Planning,
Phase 1B Schematic Design Documents
Phase 2 Design Development
Phase 3A 50% Complete Contract Documents
Phase 3B 90% Complete Contract Documents
Phase 3C 100% Complete Contract Documents
Phase 3D Bid Documents
Phase 4 Bidding and Award
Phase 5 Construction Administration Services including Commissioning.

## SECTION 8 – ACCOUNTS RECEIVABLE ADJUSTMENTS

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

## SECTION 9 – PROHIBITION AGAINST CONTINGENT FEES

In accordance with § 287.055 (6) Fla. Stat., the Consultant warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant to solicit or secure this Agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Consultant any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

For a breach or violation of this provision, the County shall have the right to terminate the agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

Any individual, corporation, partnership, firm, or company, other than a bona fide employee working solely for the Consultant, who offers, agrees, or contracts to solicit or secure County contracts for Professional Services for any other individual, company, corporation, partnership, or firm and to be paid, or is paid, any fee, commission, percentage, gift, or other consideration contingent upon, or resulting from, the award or the making of a contract for Professional Services shall, upon conviction in a competent court of the State, be found guilty of a first degree

misdemeanor, punishable as provided in § 775.082 Fla. Stat. or § 775.083 Fla. Stat.

Any architect, professional engineer, or registered surveyor and mapper, or any group, association, company, corporation, firm, or partnership thereof, who offers to pay, or pays, any fee, commission, percentage, gift, or other consideration contingent upon, or resulting from, the award or making of any County contract for Professional Services shall, upon conviction in a State court of competent authority, be found guilty of a first degree misdemeanor, punishable as provided in § 775.082 Fla. Stat. or § 775.083 Fla. Stat.

Any County official who offers to solicit or secure, or solicits or secures, a contract for Professional Services and to be paid, or is paid, any fee, commission, percentage, gift, or other consideration contingent upon the award or making of such a contract for Professional Services between the County and any individual person, company, firm, partnership, or corporation shall, in addition to being subject to consequences imposed by the County, upon conviction by a court of competent authority, be found guilty of a first degree misdemeanor, punishable as provided in § 775.082 Fla. Stat. or § 775.083 Fla. Stat.

## SECTION 10 – TRUTH-IN-NEGOTIATION CERTIFICATION OF WAGE RATES

Pursuant to IO 3-39 and Section 287.055 5(a), F.S.: For all lump sum costs or costs plus a fixed fee contract in which a fee will exceed one hundred ninety-five thousand dollars ($95,000; Section 287.017, F. S. - Category Four), the County will require the firm receiving the award to execute a Truth-In-Negotiation Certificate as required by Chapter 287, F.S. The language below suffices as the Truth-In-Negotiation Certificate when included in a contract in which a fee will exceed the above-referenced amount.

In accordance with Section 287.055 5(a), F.S. the Consultant hereby certifies and warrants that wage rates and other factual unit costs, as submitted in support of the compensation provided in SECTION 5, 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 three (3) years from the date of final billing or acceptance of the work by the County, whichever is later.

## SECTION 11 – CERTIFICATION OF WAGE RATES

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

## SECTION 12 – PROMPT PAYMENT TO SMALL BUSINESS SUBCONSULTANTS

The Consultant's attention is directed to Section 2-8.1.4 of the Code, providing for expedited payments to small businesses by County agencies and the Public Health Trust; creating dispute resolution procedures for payment of County and Public Health Trust obligations; and requiring the prime contractor to issue prompt payments, and have the same dispute resolution procedures as the County, for all small business subcontractors. Failure of the prime contractor to issue prompt payment to small businesses, or to adhere to its dispute resolution procedures, may be cause for suspension, termination, and debarment, in accordance with the terms of the county contract or Public Health Trust contract and debarment procedures of the County.

## SECTION 13 – INDEMNIFICATION AND INSURANCE

Consultant, in accordance with Section 725.06, F.S., shall indemnify, defend, 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.

Consultant expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by Consultant shall in no way limit the responsibility to indemnify, keep and save harmless 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 the consultant in which the County participated either through review or concurrence of the Consultants 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, the registered professionals (architects and/or Consultants) under this Agreement.

IN ACCORDANCE WITH SECTION 558.0035 OF THE FLORIDA STATUTES AND TO THE FULLEST EXTENT PERMITTED BY LAW, OWNER ACKNOWLEDGES AND AGREES THAT NO INDIVIDUAL EMPLOYEE OR AGENT OF PROFESSIONAL SHALL BE HELD INDIVIDUALLY LIABLE FOR DAMAGES RESULTING FROM NEGLIGENCE OCCURRING WITHIN THE SCOPE AND COURSE OF THIS AGREEMENT.

The Consultant shall not commence any work pursuant to this Agreement until all insurance required under Exhibit C has been obtained and such insurance has been approved by the County's Risk Management Division.

The Consultant shall furnish to Miami-Dade County, the Strategic Procurement Department (SPD), [Enter Address], Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined in Exhibit C.

## SECTION 14 – ASSIGNMENT AND SUBCONTRACTING

The Consultant shall not assign or transfer any portion of the work under this Agreement other than as expressly provided without the prior written consent of the Owner. When applicable and upon receipt of the written consent, the Consultant shall cause the names of firms responsible for portions of each specialty of the work to be inserted in the pertinent documents or data. No assignment or transfer of work will be allowed, except pursuant to the purchase of all or substantially all of Consultant's assets or to any successor by way of merger, consolidation, or similar transaction, so long as Consultant obtains prior written consent of the Owner. Nothing contained in this Agreement shall create any contractual relationship between the County and the Subconsultant(s).

In addition, and as applicable, the Consultant agrees to comply with the Miami-Dade County Ordinance 01-103, AO 3-32, and IO 3-41 regarding the SBE program. (If applicable) The Consultant is required under this Agreement to achieve a Small Business Enterprise (SBE) Goal [or DBE Goal] in accordance with the following Contract Measures and further described in Exhibit H (Certificate of Assurance) and/or the SBD approved Utilization Plan, or DBE Compliance Review Memorandum, whichever is higher:

1) 10.00% SBE - A/E goal

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

A. Subconsultant(s)

The compensation for services rendered by the Subconsultant(s) shall be in accordance with this Section and SECTION 5 - COMPENSATION. The Subconsultant(s) authorized to perform professional services associated with this Agreement are listed in Section 5 Compensation, and Exhibit E. In no case the maximum rate of compensation, per classification, including multiples of direct salary for services rendered by the Subconsultant(s) personnel, principals excluded, shall exceed the rate stipulated, per classification, in SECTION 5 of this Agreement. All services provided by the Subconsultant(s) shall be pursuant to appropriate agreements between the Consultant and the Subconsultant(s) which shall contain provisions that preserve and protect the rights of the County under this Agreement, indemnify, and hold harmless the County. Subconsultant(s) other than those listed in Section 5 may not be utilized on the work unless their utilization has been approved in advance by the Owner in writing. The Owner reserves the right at any time to withdraw the approval of a Subconsultant, if they decide that the services performed by the Subconsultant, are not acceptable to the Owner.

## SECTION 15 – INDEPENDENT CONSULTANT RELATIONSHIP

The Consultant is, and shall be, in the performance of all Work and activities under this Agreement, an independent Consultant, and not an employee, agent or servant of the County. All persons

engaged in any of the Work performed or Services provided pursuant to this Agreement shall always, and in all places, be subject to the Consultant's sole direction, supervision, and control. The Consultant shall exercise control over the means and way it and its employees perform the Work, and in all respects the Consultant's relationship and the relationship of its employees to the County shall be that of an independent Consultant and not as employees and agents of the County.

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.

## SECTION 16 – STANDARD OF CARE

**16.1** The Consultant shall perform the work utilizing the skill, knowledge, and judgment ordinarily possessed and used by a proficient consulting Consultant with respect to the disciplines required for the performance of the work in the State of Florida in accordance with the Standard of Care. The Consultant is responsible for, and represents that the work conforms to, the Owner's requirements as set forth in the Agreement. The Consultant shall be and remain liable to the Owner for all damages in accordance with applicable law caused by any failure of the Consultant or its Subconsultants to comply with the terms and conditions of the Agreement or by the Consultant's or Subconsultants' misconduct, unlawful acts, negligent acts, errors, or omissions in the performance of the Agreement. The Consultant is responsible for the performance of work by Subconsultants and in approving and accepting such work to ensure the professional quality, completeness, and coordination of Subconsultant's work.

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

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

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

notification, the Consultant shall have fourteen (14) days to request reconsideration of the findings.

**16.5** The Consultant shall maintain and shall require that its Subconsultants and suppliers maintain complete and accurate records to substantiate compliance with the requirements in the Agreement. The Consultant and its Subconsultants and suppliers shall retain such records, and all other documents relevant to the Services furnished under this Agreement for a period of three years from the expiration date of this Agreement and any extension thereof.

## SECTION 17 – AUTHORITY OF PROJECT MANAGER; COUNTY REGULATORY AUTHORITY

Project Manager Authority. The Project Manager is authorized to coordinate and communicate with Consultant to manage and monitor the Consultant's performance of this Agreement. Consultant acknowledges that the Project Manager has no authority to make changes that would increase, decrease, or otherwise materially modify the Scope of Services except as expressly set forth in this Agreement or, to the extent expressly applicable, in the County Code. The Project Manager may approve in writing minor modifications to the Scope of Services that do not increase the total cost to County or waive any rights of County. Unless expressly stated otherwise in this Agreement or otherwise set forth in the Code, the Project Manager may exercise ministerial authority in connection with the day-to-day management of this Agreement provided that such instructions and determinations do not change the Scope of Services. The Project Manager may designate one or more County employees with authority pertaining to day- to-day Project management or activities. Consultant shall notify Project Manager in writing of Consultant's representative(s) to whom matters involving the Project shall be addressed.

Regulatory Capacity. Notwithstanding the fact that County is a political subdivision with certain regulatory authority, the County's performance under this Agreement is as a Party to this Agreement and in the capacity as owner of the Project. If County exercises its regulatory authority, the exercise of such authority and the enforcement of Applicable Law shall have occurred pursuant to County's regulatory authority as a governmental body separate and apart from this Agreement and shall not be attributable in any manner to County as a Party to this Agreement.

## SECTION 18 – CONSULTANT PERFORMANCE EVALUATION

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

## SECTION 19 – ERRORS AND OMISSIONS

The County shall maintain a record of all construction changes that shall be 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 caused by design errors or omissions

in the bid documents that were prepared by the Consultant. For the purposes of this Contract 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 the error. The Consultant agrees to be responsible for direct and indirect costs and damages to the County, to the extent such costs and damages were caused by the Consultant's negligence.

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 the omission. The Consultant agrees to be responsible for direct damages to the County, to the extent such damages were caused by the Consultant's negligence.

The Consultant shall 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 the Consultant in this or any other contract the Consultant may or will have with the County up to the amount of the Consultant's insurance deductible. Should the damages incurred by the County exceed the Consultant's insurance deductible, the County shall look to the Consultant and the Consultant's insurer for the remaining amount of additional damages incurred by the County. In executing this agreement, the Consultant specifically agree to the reasonableness of these damage calculations and to the County's right to recover same as stated above provided, however, the Parties agree that in no event shall Consultant be responsible for the cost of construction changes to the extent that such changes are determined to be a betterment to the County. 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 20 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 20 – CORRECTIONS TO CONTRACT DOCUMENTS

The Consultant shall prepare, without added compensation, all necessary supplemental documents to correct errors, omissions, and/or ambiguities that may exist in the Contract Document prepared by the Consultant including the documents prepared by its sub-consultants. Compliance with this

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

Notwithstanding anything to the contrary in this agreement or in any other contract document relating to the project, in performing its work under this contract Consultant shall perform its services to the standard of care of a reasonable Consultant that is performing the same or similar work, at the same time and locality and under the same or similar conditions faced by Consultant.

## SECTION 21 – RIGHT OF DECISIONS AND DISPUTE RESOLUTION

A. The Consultant hereby acknowledges that the Project Manager will determine in the first instance all questions of any nature whatsoever arising out of, under, or in connection with, or in any way related to or on account of, this Agreement including without limitations: questions as to the value, acceptability and fitness of the services; questions as to either Party's fulfillment of its obligations under the Contract; negligence, fraud or misrepresentation before or subsequent to acceptance of the Consultant's Proposal; questions as to the interpretation of the Scope of Services; and claims for damages, compensation and losses.

B. The Consultant shall be bound by all determinations or orders and shall promptly comply with every order of the Project Manager, including the withdrawal or modification of any previous order and regardless of whether the Consultant agrees with the Project Manager's determination or order. Where orders are given orally, they will be issued in writing by the Project Manager as soon thereafter as is practicable.

C. The Consultant must, in the final instance, seek to resolve every difference concerning the Agreement with the Project Manager. In the event that the Consultant and the Project Manager are unable to resolve their difference, the Consultant may initiate a dispute in accordance with the procedures set forth in this Section. **Exhaustion of these procedures shall be a condition precedent to any lawsuit permitted hereunder.**

D.

In an effort to resolve any conflicts between the parties that arise during the design or construction or following the completion of the project, the Owner and the Consultant agree that all disputes between them arising out of or relating to this Agreement shall be submitted to arbitration unless the parties mutually agree otherwise.

Should the Consultant and Owner fail to agree to submit to arbitration, the parties shall settle the dispute in a court of competent jurisdiction in Miami-Dade County, Florida.

The Owner and the Consultant wish to minimize disputes and disagreements regarding compensation due to the Consultant under this Agreement. Therefore, without affecting the method of resolving any other claims, disputes or other matters in questions between the parties, the Owner and the Consultant agree that as a condition precedent to any judicial action all disputes relating to the timing or number of payments to the Consultant on

account of Basic Services, Additional Services, or Reimbursable Expenses shall be handled as follows:

a. If the Owner contests any invoice rendered by the Consultant, the Owner shall pay the uncontested portion, if any, within the time period set forth in this Agreement, which payment shall be accompanied by a written statement setting forth with reasonable specificity the Owners grounds for withholding payment of the balance of the invoice. If the Owner contests the entire amount of the invoice, such written statement shall be sent to the Consultant within the period within which such payment would otherwise have been due.

b. Within thirty days after delivery of any such written statement, project management or financial management personnel of the Owner and Consultant shall attempt to resolve all disputed issues identified in the statement. If they cannot do so within such period, then senior principals, partners or officers of the Owner and Consultant shall establish personal contact through meetings or by telephone, and shall use good faith efforts to resolve such disputed issue.

c. Any disputes relating to contesting invoices that have not been resolved by the above procedures within 90 days of after the date of invoice may be finally decided by an action filed in a court of competent jurisdiction in Miami-Dade County, Florida.

E. This Section will survive the termination or expiration of this Agreement.

## SECTION 22 – SANCTIONS FOR CONTRACTUAL VIOLATIONS

In accordance with County Implementing Order 3-39, the County may terminate or cancel a Contract, or require the termination or cancellation of the Subconsultant Contract, if the respondent or any Subconsultant(s) violate § 11A of the Code. A violation by a Respondent or Subconsultant, or failure to comply with County Implementing Order 3-39, may result in the imposition of one or more of the sanctions listed in County Implementing Order 3-39.

## SECTION 23 – TERMINATION OF AGREEMENT: FOR CONVENIENCE

The Owner 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 Owner or by declining to issue Service Orders, as provided in SECTION 8; in which event the County's sole obligation to the Consultant shall be payment, in accordance with SECTION 5 – Compensation, for those units or sections of work previously authorized and performed. 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 time 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 24 – TERMINATION OF AGREEMENT: FOR DEFAULT

In the event 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: 1) Consultant has breached the Agreement and not sufficiently timely cured as described in this Section or failed to supply adequate professional personnel or resources; 2) has failed to obtain County approval when required; 3) has been dissolved by state law or otherwise ceased to do business, the Owner may declare the Consultant in default by thirty (30) days prior written notification, unless Consultant 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 such 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 not completed by the time the Owner declares a default. 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 25 – ABANDONMENT

In the event the County abandons, cancels, or suspends the Project(s) or parts thereof, the Consultant shall be compensated for services rendered consistent with the terms of this Agreement up to the time the Consultant receives written notification of such abandonment, cancellation, or suspension. 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 such sums are due.

The Consultant may reuse data where appropriate from other sections of the work included in this Agreement provided irrelevant material is deleted. The County shall not be re-invoiced for such reused data. The Owner shall not accept any reused data containing an excess or irrelevant material, which has no connection with the applicable portion of the work.

## SECTION 26 – FORCE MAJEURE

Under applicable law, Force Majeure shall refer to an act of nature (such as, but not limited to, a hurricane, flood, and/or earthquake), war, terrorism, riot, sovereign conduct, strikes, lockouts, fires, epidemics and/or pandemic, adverse governmental conditions or conduct of third parties.

Neither the County nor the Consultant shall be held liable or responsible to the counterparty nor be deemed to have defaulted under or breached this Agreement for failure or delay in performing any obligation under this Agreement when such failure or delay is caused by an act of Force Majeure. Within twenty-four (24) hours of the occurrence of an act of Force Majeure, the affected party shall notify the counterparty of the act by sending an e-mail message to the Project Manager of the other party. In addition, the affected party shall provide to the counterparty within seven days of determining the cause of the Force Majeure, a written explanation via e-mail concerning the circumstances that caused the act of Force Majeure and the overall impacts to the Agreement.

Upon receipt of the written explanation, the parties shall mutually agree to any contractual modifications as necessary to continue the Agreement with minimal impact to County operations. The County maintains the right to terminate the Agreement for convenience or obtain the Services through a separate contract, taking over the performance of the Services or any part thereof either by itself or through others.

## SECTION 27 – OWNERSHIP OF DOCUMENTS

All notes, correspondence, documents, designs, drawings, cost estimates, renderings, calculations, specifications, models, photographs, reports, surveys, investigations, and 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 without restrictions or limitations. 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 County. The Consultant shall warrant to the County that they have 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. All drawings shall be AutoCAD or other software format acceptable to the Department and in a version acceptable to the Department, produced by computer in files maintained in an electronic format acceptable by the Department. When each individual section of work requested pursuant to this Agreement is completed and accepted, all the above data shall be delivered to the Owner. Nothing in this Section shall be deemed to exclude any document from Chapter 119, F.S.

## SECTION 28 – REUSE OF DOCUMENTS

The Consultant may reuse data where appropriate from other sections of the work included in this Agreement provided irrelevant material is deleted. The County shall not be re-invoiced for such reused data. The Owner shall not accept any reused data containing excess or irrelevant material, which has no connection with the applicable portion of the work.

## SECTION 29 – THIRD-PARTY PROPRIETARY RIGHTS

The Consultant shall not infringe on any copyrights, trademarks, service marks, trade secrets, patent rights, other intellectual property rights or any other third-party proprietary rights in the performance of the Services.

The Consultant warrants that all Deliverables furnished hereunder, including but not limited to equipment, programs, documentation, software, analyses, applications, methods, processes, and the like, do not infringe upon or violate any copyrights, trademarks, service marks, trade secrets, patent rights, other intellectual property rights or any other third-party proprietary rights.

The Consultant shall be liable and responsible for any and all claims made against the County for infringement of patents, copyrights, service marks, trade secrets or any other third-party proprietary rights, by the use or supplying of any programs, documentation, software, analyses,

applications, methods, ways, processes, and the like, in the course of performance or completion of, or in any way connected with, the Services, or the County's continued use of the Deliverables furnished hereunder. Accordingly, the Consultant at its own expense, including the payment of attorney's fees, shall indemnify, and hold harmless the County and defend any action brought against the County with respect to any claim, demand, cause of action, debt, or liability.

Should any Deliverable or anything provided to the County hereunder, or portion thereof is held to constitute an infringement and its use is or may be enjoined, the Consultant shall have the obligation to, at the County's option to (i) modify, or require that the applicable Subconsultant or supplier modify, the alleged infringing item(s) at its own expense, without impairing in any respect the functionality or performance of the item(s), or (ii) procure for the County, at the Consultant's expense, the rights provided under this Agreement to use the item(s).

The Consultant shall be solely responsible for determining and informing the County whether a prospective supplier or Subconsultant is a party to any litigation involving patent or copyright infringement, service mark, trademark, violation, or proprietary rights claims or is subject to any injunction which may prohibit it from providing any Deliverable hereunder. The Consultant shall enter into agreements with all suppliers and Subconsultants at the Consultant's own risk. The County may reject any Deliverable that it believes to be the subject of any such litigation or injunction, or if, in the County's judgment, use thereof would delay the Work or be unlawful.

## SECTION 30 – CONFIDENTIALITY

All Developed Works and other materials, data, transactions of all forms, financial information, documentation, inventions, designs, drawings, and methods obtained from the County in connection with the Services performed under this Agreement, made or developed by the Consultant or its Subconsultants in the course of the performance of such Services, or the results of such Services, or for which the County holds the proprietary rights, constitute Confidential Information and may not, without the prior written consent of the County, be used by the Consultant or its employees, agents, Subconsultants or suppliers for any purpose other than for the benefit of the County, unless required by law. In addition to the foregoing, all County employee information and County financial information shall be considered Confidential Information and shall be subject to all the requirements stated herein. Neither the Consultant nor its employees, agents, Subconsultants, or suppliers may sell, transfer, publish, disclose, display, license or otherwise make available to others any part of such Confidential Information without the prior written consent of the County. Additionally, the Consultant expressly agrees to be bound by and to defend, indemnify and hold harmless the County, and their officers and employees from the breach of any Federal, State, or local law regarding the privacy of individuals.

The Consultant shall advise each of its employees, agents, Subconsultants, and suppliers who may be exposed to such Confidential Information of their obligation to keep such information confidential and shall promptly advise the County in writing if it learns of any unauthorized use or disclosure of the Confidential Information by any of its employees or agents, or Subconsultant's or supplier's employees, present or former. In addition, the Consultant agrees to cooperate fully and provide any assistance necessary to ensure confidentiality of the Confidential Information.

Should damages not be adequate remedy for a breach of this Article the County shall be entitled to injunctive relief to restrain any such breach or threatened breach. Unless otherwise requested by the County, upon the completion of the Services performed hereunder, the Consultant shall immediately turn over to the County all such Confidential Information existing in tangible form, and no copies thereof shall be retained by the Consultant or its employees, agents, Subconsultants, or suppliers without the prior written consent of the County. A certificate evidencing compliance with this provision and signed by an officer of the Consultant shall accompany such materials.

## SECTION 31 - SENSITIVE SECURITY INFORMATION

In accordance with Section 119.071 (3) (b), F.S., building plans, blueprints, schematic drawings, and diagrams, including draft, preliminary, and final formats, which depict the internal layout and structural elements of a building, arena, stadium, water treatment facility, or other structure owned or operated by an agency, are exempt from Section 119.07, F.S. and Article I, Section 24(a), 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 Owner if disclosure is necessary for the receiving entity to perform its duties and responsibilities; to a licensed consultant who is performing work on or related to the building, arena, stadium, water treatment facility, or other structure owned or operated by an agency; or upon a showing of good cause before a court of competent jurisdiction. The entities or persons receiving such information shall maintain the exempt status of the information.

## SECTION 32 – AUDIT RIGHTS

The County reserves the right to audit the records of the Consultant related to this Agreement at any time during the prosecution of the work included herein and for a period of three (3) years after final payment is made. The Consultant and its Subconsultants agree to maintain and provide copies of all records, including but not limited to: their books, tax returns, documents, papers, audited financial statements, balance sheet, financial records and data to substantiate payment requests to the County and comply with the requirements of this Agreement. 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 rights and remedies with respect to recovery of payments.

Pursuant to § 2-481 of the Code, the Consultant will grant access to the Commission Auditor to all financial and performance related records, property, and equipment purchased in whole or in part with government funds within five business days of the Commission Auditor's request. The Consultant agrees to maintain an accounting system that provides accounting records that are supported with adequate documentation, and adequate procedures for determining the allowability and allocability of costs.

## SECTION 33 – SUPPLIER/VENDOR REGISTRATION/CONFLICT OF INTEREST

A. Supplier/Vendor Registration

The Consultant shall be a registered vendor with the County – Strategic Procurement Department, for the duration of this Agreement. In becoming a registered vendor with Miami-Dade County, the vendor'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), F.S. 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**
- **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

B. Conflict of Interest and Code of Ethics

Sections 2-11.1 (c) and (d) of the Code require that any County official, agency/board member or employee, or any member of his or her immediate family who, through a firm, corporation, partnership or business entity, has a financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County, competing or applying for a contract, must first obtain and submit a written conflict of interest opinion from the County's Ethics Commission prior to the official, agency/board member or employee, or his or her immediate family member entering into any contract or transacting any business with Miami-Dade County or any person or agency acting for Miami-Dade County. Any such contract or business transaction entered in violation of these subsections, as amended, shall be rendered voidable. All County officials, autonomous personnel, quasi-judicial personnel, advisory personnel, and employees wishing to do business with the County are hereby advised they must comply with the applicable provisions of Section 2-11.1 of the Conflict of Interest and Code of Ethics Ordinance.

## SECTION 34 – APPLICABLE LAWS

The Consultant agrees to abide and be governed by all applicable laws. Applicable laws and ordinances include but are not limited to the following, all as they may be amended from time to time. Pursuant to Resolution No. R-1072-17, by entering into this Agreement, the Consultant is certifying that the Consultant is in compliance with, and will continue to comply with, the provisions of items "D" through "I" below.

A. The Clean Air Act of 1955, as amended, (42 USC Chapter 85) and the Federal Water Pollution Control Act (33 USC §§1251-1387), as amended.

B. § 10-38 of the Code, "Debarment of Consultants from County Work".

C. §§ 11A-60 - 11A-67 of the Code, "Domestic Leave".

D. The Equal Pay Act of 1963, as amended (29 USC §206(d)).

E. § 448.07 Fla. Stat. "Wage Rate Discrimination Based on Sex Prohibited".

F. § 11 of the Code, et seq. "Discrimination".

G. § 22 of the Code, et seq. "Wage Theft".

H. § 8A-400 of the Code, et seq. "Business Regulations".

I. Any other laws prohibiting wage rate discrimination based on sex.

J. Byrd Anti-Lobbying Amendment (31 USC § 1352).

K. Executive Order 12549 "Debarment and Suspension", which stipulates that no contract(s) are "to be awarded at any tier or to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs".

L. Conflict of Interest and Code of Ethics Ordinance, Section 2-11.1 of the County Code.

M. The Consultant shall comply with County Code Sections 2-10.4.01 and 10-38 and IO 3-32; SBE-A/E Program for the purchase of Architectural, Landscape Architectural, Engineering, or Surveying and Mapping Services.

N. The Consultant shall comply with County Code Section 2-1076 – Office of Inspector General (IG).

O. §§ 21-255 - 21-266 of the Code, "False Claims Ordinance", which prohibits the presentation, maintenance, or prosecution of false or fraudulent claims against Miami-Dade County.

P. § 377.816 Prohibiting the adoption or implementation of net zero policies by governmental entities.

Q. The Consultant shall comply with the financial disclosure requirements of Section 2-11.1(i) of the County Code, by having on file or filing within thirty (30) days of the execution of this Agreement one of the following with the Supervisor of the Miami-Dade County Elections Department, P.O. Box 521550, Miami, FL 33152-1550:

(1) A source of income statement;
(2) A current certified financial statement;
(3) A copy of the Consultant's Current Federal Income Tax Return.

R. SUSTAINABLE BUILDINGS. All activity as a result of this Agreement shall comply with the County's Sustainable Buildings Program, §§ 9-71. through 9-75 of the Code and County Implementing Order 8-8, which established a County policy to incorporate, wherever practical, Green Building Practices into the planning, budgeting, design, construction, operations, management, renovation, maintenance and decommissioning of Public Projects.

The primary mechanisms for determining compliance with the County's Sustainable Buildings Program, shall be determined by completing a formal certification process with the U.S. Green Building Council's Leadership in Energy and Environmental Design (LEED) Rating System (for buildings), the U.S. Institute for Sustainable Infrastructure (ISI), Envision project verification from the Institute for Sustainable Infrastructure, and the Section VII Prescriptive Path elements in County Implementing Order 8-8, except as noted elsewhere in the Implementing Order, or as otherwise directed by the County's Chief Resilience Officer. Where certification shall be required, at minimum, a "Silver" rating or higher in the version most recently adopted by USGBC/ISI shall be attained.

The participation of an experienced LEED Accredited Professional (LEED AP) or Envision Sustainability Professional (ENV SP), as applicable, is required to assist the County in various aspects of the LEED or ENVISION registration, application, and certification process. Their responsibilities include coordinating with all disciplines, collaborating with the project Architect (or other lead design professionals), and providing guidance to the Consultant in designing the application projects to attain the necessary LEED or ENVISION certification points. Additionally, they are responsible for monitoring the Consultant's documentation to ensure compliance with the Consultant's obligations in achieving the targeted certification level.

If the project involves design and/or construction as part of the remediation process, the Consultant shall coordinate with the County's Office of Environmental Risk and Resilience prior to beginning work. The County's Office of Environmental Risk and Resilience will conduct a thorough assessment of the Scope of Work to ensure alignment with Sustainable Buildings Program policies. Following this assessment, applicable project-specific requirements shall be integrated into the service order to guarantee adherence to the Sustainable Buildings Program.

Projects that involve the planning, design, construction, management, renovation, maintenance and decommissioning of infrastructure or buildings owned, financed, or operated by the County shall comply with the requirements of the County's Sustainable Buildings Program.

Standard For Infrastructure That Is A Public Project

For Infrastructure Public Projects that are subject to County Implementing Order 8-8 with project costs greater than two million dollars ($2,000,000), the minimum rating shall be Envision Silver, per the version most recently adopted by the Institute for Sustainable Infrastructure, and the required Section VII Prescriptive Path elements in County Implementing Order 8-8. For Infrastructure Public Projects with project costs less than two million dollars ($2,000,000), the following requirements shall be met per County Implementing Order 8-8: Maximum Measures and Section VII Prescriptive Path elements.

Standard For A Building That Is A Public Project

For all New Construction Public Projects, the minimum rating shall be LEED Silver in the most recently adopted version by USGBC for all project phases, and the Section VII Prescriptive Path elements shall be required. Except as provided in Section VI(A)(3) of County Implementing Order 8-8.

For Public Projects that are not New Construction but meet LEED prerequisites, the minimum rating shall be LEED Silver in the most recently adopted version by USGBC for all project phases, and the Section VII Prescriptive Path elements shall be required. Except as provided in Section VI(A)(3) of County Implementing Order 8-8.

For Public Projects that are not New Construction and do not meet LEED prerequisites as determined by the Chief Resilience Officer, the Public Project shall adhere to Maximum Measures, and the County Implementing Order 8-8 Section VII Prescriptive Path elements shall be required, except as provided in Section VI(A)(3) of County Implementing Order 8-8.

Additional County Requirements and Best Practices

The completed Sustainability Rating certification checklist (i.e., LEED Credit checklist, ENVISION scorecard) is due upon completion of the project's planning stage or before the 30% design phase is completed, at the latest, and shall be submitted to the County's Chief Resilience Officer. Successive submittals shall show the progress level of each step, incorporate the Chief Resilience Officer's feedback, and directly correspond to the design decisions of each Phase.

The Consultant shall be responsible for providing regular updates to the County's Office of Environmental Risk and Resilience throughout the duration of the project, during the design and/or construction phases, with a minimum frequency of once a year, and shall continue to actively engage with the County's Office of Environmental Risk and Resilience.

For each Public Project, the project managers shall complete the "Office of Resilience – Initial Project Questionnaire for Buildings and Infrastructure" during the planning phase of each project, prior to budgeting, advertisement or soliciting, and submit through the Sustainable Buildings Program website. Additionally, the Consultant shall complete the "Additional County Policy Requirements and Best Practice Recommendations" checklist and submit it to the County's Chief Resilience Officer. This checklist is available from the County's Chief Resilience Officer. The completed checklist is due upon completion of a Public Project's planning stage or before the 30% design phase is completed, at the latest.

Compliance Requirements

Lack of funding, lack of knowledge about County Implementing Order 8-8, tight deadlines, being unaware of Sustainable Buildings Program requirements, forgetting to include the requirements in Proposal documents, being unable to go back and change Proposal documents without incurring significant change order costs, being unaware of the requirements, belief that the policies do not apply due to the wording of the policies, or any other similar justifications are not accepted in lieu of compliance with Sustainable Buildings Program. The unique characteristics of a project shall not, in any way, exempt it from applying sustainable Green Building Practices to the maximum extent possible.

Nothing in this Agreement is intended to support, implement or advance a net zero policy,

require any Proposer, contractor or person to support a net zero policy, or provide a procurement or purchasing preference for a product or vendor on the basis that the procurement or purchase of such product or from such vendor will advance or support a net zero policy as "net zero policy" is defined in section 377.816, F.S., as may be amended from time to time, or in any way violate any applicable provision of section 377.816, F.S..

S. SEA LEVEL RISE

Pursuant to County Resolution R-451-14 (Sea Level Rise Infrastructure) and § 2-1 of the Code (Board of County Commissioners Rule 5.09), the Consultant shall consider sea level rise projections and potential impacts as best estimated at the time of the project for all County infrastructure projects, including but not limited to County building elevation projects, County installation of mechanical and electrical systems, County infrastructure modifications, and County infrastructure renovations. These projects shall consider regionally consistent unified sea level rise projections during all phases, including but not limited to planning, design, and construction, to ensure that infrastructure projects will function properly for fifty (50) years or the design life of the project, whichever is greater

T. ENERGY EFFICIENT BUILDING PROPERTY DEDUCTION

The Energy Policy Act (EP Act) of 2005 (Section 1331), as established by Section 179D of the Internal Revenue Code of 1986, as amended, allows taxpayers to accelerate depreciation of qualified energy efficient commercial building property placed-in-service after December 31, 2005 which was made permanent as a part of the 2021 Omnibus Appropriations Bill and most recently increased and expanded by the Inflation Reduction Act of 2022.

Should the provisions of Section 179D be in place during this Agreement or at any point in the future during the execution of the Services by the Consultant, the Consultant agrees to the following terms and conditions:

The Consultant is designated as the Designer ("the Designer") for the energy efficient improvements incorporated in the Energy Consumption Reduction Project ("the Project") for:

a) The purpose of allocating accelerated depreciation benefits pursuant to Section 179D of the Internal Revenue Code of 1986, as amended;
b) If the County and the Internal Revenue Service (IRS) determine that the Consultant is eligible to receive accelerated depreciation benefits as a "Designer" for the purposes of Section 179D of the Internal Revenue Code of 1986, as amended or that the Consultant shall otherwise benefit financially from the monetization of the accelerated depreciation benefit, the Consultant hereby agrees to discount its contract price or provide a cash rebate to the County (the determination of rebate versus discount to be determined by the County in its sole discretion) in an amount equal to the total financial benefit realized by the Consultant; at the time the financial benefit to the Consultant becomes ascertainable;
c) The County reserves the right to retain a third-party consultant (the "Third-Party Consultant") to manage and administer the process of obtaining and monetizing the accelerated depreciation benefit derived from the Project and to designate the

Third-Party Consultant as the "Designer" of the energy efficient improvements for the purposes of Section 179D of the Internal Revenue Code of 1986, as amended.

d) The County agrees to cooperate in all reasonable respects with the Consultant's efforts.

U. PUBLIC RECORDS AND CONTRACTS FOR SERVICES PERFORMED ON BEHALF OF MIAMI-DADE COUNTY - The Contractor (in this Agreement – "the Consultant") shall comply with the Public Records Laws of the State of Florida, including but not limited to: (1) keeping and maintaining all public records that ordinarily and necessarily would be required by Miami-Dade County (County) in order to perform the service; (2) providing the public with access to public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law; (3) ensuring that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (4) meeting all requirements for retaining public records and transferring, at no cost, to the County all public records in possession of the Contractor 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 CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT**

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V. Prohibited Telecommunications Equipment. Consultant represents and certifies that Consultant and all Subconsultants do not use any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, as such terms are used in 48 Code of Federal Regulations (CFR) §§ 52.204-24 through 52.204-26. Consultant represents and certifies that Consultant and all Subconsultants shall not provide or use such covered telecommunications equipment, system, or services for the duration of this Agreement.

W. TITLE VI - LIST OF PERTINENT NON-DISCRIMINATION ACTS AND AUTHORITIES: During the performance of this Contract, the Consultant, for itself, its assignees, and successors in interest (hereinafter referred to as the "Consultant") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

a. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq*., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);

b. 49 CFR part 21 (Non-discrimination in Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);

c. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

d. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq*.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;

e. The prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 USC Ch. 76 §§6101-6107) and regulations issued pursuant thereto (24 CFR Part 146).

f. Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);

g. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage, and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

h. Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;

i. The Federal Aviation Administration's Non-Discrimination Statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

j. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

k. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

l. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq);

m. Antitrust Laws. By acceptance of this Agreement Consultant agrees to comply with the antitrust laws of the United States and the State of Florida.

## SECTION 35 – OFFICE OF MIAMI-DADE COUNTY INSPECTOR GENERAL

According to Section 2-1076 of the Code of Miami-Dade County, Miami-Dade County has established the Office of the Inspector General (IG) which may, on a random basis, perform audits, inspections, and reviews of all County/Trust contracts. This random audit is separate and distinct from any other audit by the County. To pay for the functions of the Office of the Inspector General, any and all payments to be made to the Consultant under this contract will be assessed one quarter (1/4) of one percent (1%) of the total amount of the payment, to be deducted from each progress payment as the same becomes due unless this Contract is federally or state funded where federal or state law or regulations preclude such a charge. **The Consultant shall in stating it has agreed to this process and 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 contract renewals and extensions.

Upon written notice, the Consultant shall make all requested records and documents available to the Inspector General for inspection and copying. The Inspector General shall have the right to inspect and copy all documents and records in the Consultant's possession, custody or control which in the Inspector General's sole judgment, pertain to performance of the contract, 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, (bid/proposal) and contract documents, back-change 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.

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

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

The provisions in this Section shall apply to the Consultant, its officers, agents, employees, subcontractors/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 Contract. Nothing in this Section shall impair any independent right to 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 (1/4) of one percent (1%) fee assessment shall not apply to the following contracts, including yet not limited to; a) small purchase orders as defined in Miami-Dade County AO 3-2; (b) federal, state, and local government-funded grants; and (c) interlocal agreements. Notwithstanding the foregoing, the Public Health Trust may authorize the inclusion of the fee assessment of one-quarter (1/4) of one percent (1%) in any exempted contract at the time of award. Nothing contained above shall in any way limit the powers of the Inspector General to perform audits on all Public Health Trust contracts including, but not limited to, those contracts specifically exempted above.

**Independent Private Sector Inspector General** The Consultant is hereby directed to the requirements of AO 3-20 and Resolution No. R-516-96; the County shall have the right but not the obligation to 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 are not limited to, monitoring, and investigating compliance with Contract Specifications; project costs; and investigating and preventing corruption and fraud.

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

The provisions in this Section shall apply to the Consultant, its officers, agents, and employees. The Consultant shall incorporate the provisions in this Section in all subcontracts and all other agreements executed by the Consultant in connection with the performance of this agreement. Nothing in this Contract shall impair any independent right of the County to conduct audit 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.

## SECTION 36 – NONDISCRIMINATION

During the performance of this Agreement, Consultant agrees to not discriminate unlawfully against any employee or applicant for employment on the basis of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, marital status, familial status, status as victim of domestic violence, dating violence or stalking, or veteran status, and on housing related contracts the source of income, and will take affirmative action to ensure that employees and applicants are afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not limited to recruitment, employment, termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on the job training.

By entering into this Agreement, the Consultant attests that it is not in violation of the Americans with Disabilities Act of 1990 (and related Acts) or Miami-Dade County Resolution No. R-385-95, as amended by R-182-00. If the Consultant or any owner, subsidiary or other firm affiliated with or related to the Consultant 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 Agreement void. This Agreement shall be void if the Consultant submits a false affidavit pursuant to this Resolution or the Consultant violates the Act or the Resolution during the term of this Agreement, even if the Consultant was not in violation at the time it submitted its affidavit.

## SECTION 37 – CONFLICT OF INTEREST

### 37.1 ORGANIZATIONAL CONFLICT OF INTEREST (OCI)

Questions regarding potential organizational conflicts of interest (OCI) by any Consultant or subconsultant , pertaining to the Agreement shall be submitted to the assigned Project Manager upon identification and will be addressed in accordance with the Commission on Ethics and Public Trust (COE) *Amended Letter of Instruction* and the *County Policy on Organizational Conflict of Interest*. Per these documents, the Strategic Procurement Department (SPD) Department shall identify, disclose to the COE, analyze, and submit a specific methodology to address any potential existing or future OCI by the Consultant or subconsultant. Provided that an OCI is identified by the Client Department, the Executive Director of the Ethics Commission or his/her designee, will approve or disapprove the measures implemented by the County to resolve the OCI. Disapproval of such measures by the COE Executive Director or his/her designee may be appealed to the COE Board by SPD.

**37.2 CONFLICT OF INTEREST REPRESENTATION.** The Consultant represents that:

a) No officer, director, employee, agent, or other consultant of the County or a member of the immediate family or household of the aforesaid has directly or indirectly received or been promised any form of benefit, payment, or compensation, whether tangible or intangible, in connection with the award of this Agreement.

b) There are no undisclosed persons or entities interested with the Consultant in this Agreement. This Agreement is entered into by the Consultant without any connection with any other entity or person making a proposal for the same purpose, and without collusion, fraud or conflict of interest. No elected or appointed officer or official, director, employee, agent, or other consultant of the County, or of the State of Florida

(including elected and appointed members of the legislative and executive branches of government), or a member of the immediate family or household of any of the aforesaid:

i) is interested on behalf of or through the Consultant directly or indirectly in any manner whatsoever in the execution or the performance of this Agreement, or in the Services, Deliverables or Work, to which this Agreement relates or in any portion of the revenues; or

ii) is an employee, agent, advisor, or consultant to the Consultant or to the best of the Consultant's knowledge any Subconsultant or supplier to the Consultant.

c) Neither the Consultant nor any officer, director, employee, agency, parent, subsidiary, or affiliate of the Consultant shall have an interest which is in conflict with the Consultant's faithful performance of its obligation under this Agreement; provided that the County, in its sole discretion, may consent in writing to such a relationship, provided the Consultant provides the County with a written notice, in advance, which identifies all the individuals and entities involved and sets forth in detail the nature of the relationship and why it is in the County's best interest to consent to such relationship.

d) The provisions of this Article are supplemental to, not in lieu of, all applicable laws with respect to conflict of interest. In the event there is a difference between the standards applicable under this Agreement and those provided by statute, the stricter standard shall apply.

e) In the event, Consultant has no prior knowledge of a conflict of interest as set forth above and acquires information which may indicate that there may be an actual or apparent violation of any of the above, Consultant shall promptly bring such information to the attention of the Project Manager. Consultant shall thereafter cooperate with the County's review and investigation of such information and comply with the instructions Consultant receives from the Project Manager regarding remedying the situation.

## SECTION 38 - PRESS RELEASE OR OTHER PUBLIC COMMUNICATION

Under no circumstances shall the Consultant without the express written consent of the County:

a) Issue or permit to be issued any press release, advertisement or literature of any kind which refers to the County, or the Services being performed hereunder, unless the Consultant first obtains the 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; and

b) Communicate in any way with any Consultant, 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 and instruction of

the County; and

c) Except as may be required by law, the Consultant and its employees, agents, Subconsultants, and suppliers will not represent, directly or indirectly, that any Work, Deliverables or Services provided by the Consultant or such parties has been approved or endorsed by the County.

## SECTION 39 – KIDNAPPING, CUSTODY OFFENSES, HUMAN TRAFFICKING AND RELATED OFFENSES AFFIDAVIT

By entering into, amending, or renewing this Contract, including, without limitation, a grant agreement or economic incentive program payment agreement (all referred to as the "Contract"), as applicable, the Consultant is obligated to comply with the provisions of § 787.06 Fla. Stat., "Human Trafficking," as amended, which is deemed as being incorporated by reference in this Contract. All definitions and requirements of § 787.06 Fla. Stat. apply to this Contract.

This compliance includes the Consultant providing an affidavit that it does not use coercion for labor or services. This attestation by the Consultant shall be in the form attached to the Solicitation as the Kidnapping, Custody Offenses, Human Trafficking and Related Offenses Affidavit (the "Affidavit") and must be executed by the Consultant and provided to the County when entering, amending, or renewing this Contract.

This Contract shall be void if the Consultant submits a false Affidavit pursuant to § 787.06 Fla. Stat., or the Consultant violates § 787.06 Fla. Stat. during the term of this Contract, even if the Consultant was not in violation at the time it submitted its Affidavit.

## SECTION 40 - VERIFICATION OF EMPLOYMENT ELIGIBILITY (E-VERIFY)

By entering into this Agreement, the Consultant and its Subconsultants are jointly and severally obligated to comply with the provisions of § 448.095 Fla. Stat., as amended, titled "Employment Eligibility." The Consultant affirms that (a) it has registered and uses the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all new employees of the Consultant; (b) it has required all Subconsultants to this Agreement to register and use the E-Verify system to verify the work authorization status of all new employees of the Subconsultant; (c) it has an affidavit from all Subconsultants to this Agreement attesting that the Subconsultant does not employ, contract with, or subcontract with, unauthorized aliens; and (d) it shall maintain copies of any such affidavits for duration of the Agreement. Registration information is available at: (http://www.uscis.gov/e-verify)

If County has a good faith belief that Consultant has knowingly violated § 448.09(1) Fla. Stat., then County shall terminate this Agreement in accordance with § 448.095 Fla. Stat. In the event of such termination the Consultant agrees and acknowledges that it may not be awarded a public contract for at least one (1) year from the date of such termination and that Consultant shall be liable for any additional costs incurred by the County because of such termination.

In addition, if County has a good faith belief that a Subconsultant has knowingly violated any provisions of § 448.09(1) Fla. Stat. or § 448.095 Fla. Stat., but Consultant has otherwise complied with its requirements under those statutes, then Consultant agrees that it shall terminate its contract

with the Subconsultant upon receipt of notice from the County of such violation by Subconsultant in accordance with § 448.095 (c) Fla. Stat.

Any challenge to termination under this provision must be filed in the Circuit or County Court by the County, Consultant, or Subconsultant no later than twenty (20) calendar days after the date of the Agreement's termination.

## SECTION 41 – ENTIRETY OF AGREEMENT; GOVERNING LAW AND VENUE

This writing and its attachments embody the entire agreement and understanding between the Parties hereto, and there are no other agreements and understandings, oral or written with reference to the subject matter hereof that are not merged herein and superseded hereby.

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

This Agreement, including appendices, and all matters relating to this Agreement (whether in contract, statute, tort (such as negligence), or otherwise) shall be governed by, and construed in accordance with, the laws of the State of Florida. Venue shall be in Miami-Dade County.

## SECTION 42 – PRECLUSIONS

A consultant tasked to develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals may be excluded from competing for such subsequent procurement. Consultants who prepare planning studies or project books may be precluded from competing for subsequent professional services agreements based on such planning studies or project books.

## SECTION 43 - FINANCIAL DISCLOSURE

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

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

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

1 Each employee of the consultant and subconsultant(s) that will be involved in the Project, shall sign an agreement stating that they will not copy, duplicate, or distribute the documents unless authorized by the Owner.
2 The Consultant and its subconsultant(s) agree in writing that the project documents are to be kept and maintained in a secure location.
3 Each set of the project documents is to be numbered and the whereabouts of the documents shall be tracked at all times.

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

**SECTION 44 – BANKRUPTCY**

The County may terminate this Agreement, if, during the term of any contract the Consultant has with the County, the Consultant becomes involved as a debtor in a bankruptcy proceeding, or becomes involved in a reorganization, dissolution, or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the property of the Consultant under federal bankruptcy law or any state insolvency law.

**SECTION 45– NON-EXCLUSIVITY**

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

**SECTION 46 – SEVERABILITY**

If this Agreement contains any provision found to be unlawful, the same shall be deemed to be of no effect and shall be deemed stricken from this Agreement without affecting the binding force of this Agreement as it shall remain after omitting such provision.

**SECTION 47 – SURVIVAL**

The Parties acknowledge that any of the obligations in this Agreement will survive the term, termination, and cancellation hereof. Accordingly, the respective obligations of the Consultant and the County under this Agreement, which by nature would continue beyond the termination, cancellation, or expiration thereof, shall survive termination, cancellation, or expiration hereof.

**THE REST OF THIS PAGE HAS BEEN LEFT INTENTIONALLY BLANK**

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the date identified on the first page of this Agreement.

| Consultant | Miami-Dade County |
|---|---|
| Signature _____ | Signature _____ |
| Corporate Officer/Partner/Owner or other authorized representative | for |
| Print Name _____ | Print Name Daniella Levine Cava |
| Title _____ | Title Mayor |
| Date _____ | Date _____ |

| Attest | Attest |
|---|---|
| Corporate Officer (different than above) or Witness (only if Corporate Officer/Partner/Owner signed above) | Juan Fernandez-Barquin<br>Clerk of the Court and Comptroller |
| Signature _____ | Signature _____ |
| Print Name _____ | Print Name _____ |
| Title _____ | Title Deputy Clerk |
| Date _____ | Date _____ |

Approved as to form and legal sufficiency

Signature _____
Print Name _____
Title Assistant County Attorney
Date _____

**EXHIBIT "C"**

**INDEMNIFICATION AND INSURANCE**

Contractor shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Contractor or its employees, agents, servants, partners principals, or subcontractors. The Contractor shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. The Contractor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by The Contractor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

The Contractor shall furnish the Strategic Procurement Department, 111 NW 1st Street, 13th Floor, Miami, FL 33128, Certificate(s) of Insurance with the following coverages:

A. Worker's Compensation Insurance as required by Florida Statute 440 or any applicable law

B. Commercial General Liability Insurance for $1,000,000 each occurrence, $2,000,000 aggregate including Products/completed operations and Personal and adv injury. **Miami-Dade County must be included as additional insured for on-going and completed operations**

C. Automobile Liability Insurance covering all owned, non-owned and hired vehicles for $1,000,000 combined single limit.

D. Professional liability for $1,000,000 each occurrence $2,000,000 aggregate covering claims arising out of the rendering or failure to render professional services or provision of products

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.

Miami-Dade County reserves the right to request the policies of insurance (policies, binders, endorsements, etc.)

**NOTE: CERTIFICATE HOLDER MUST READ:**

**MIAMI-DADE COUNTY**
**111 NW 1st STREET**
**SUITE 2340**
**MIAMI, FL 33128**

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

| | |
|---|---|
| SPD Project No. | E26PM01 |
| Title: | Water Remediation Pool |
| Procurement Contracting Officer: | Julie Whiteside |

Please complete the form, and email to the attention of the Procurement Contracting Officer assigned to this project at: julie.whiteside@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: