

Memorandum



Date: December 12, 2023

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

Agenda Item No. 8(M)(1)

From: Daniella Levine Cava
Mayor

A handwritten signature in blue ink that reads "Daniella Levine Cava".

Subject: Contract Award Recommendation of a Professional Services Agreement for a Design Criteria Professional and Owner's Representative Services for Miami-Dade County's New Waste to Energy Plant – Contract No. 18482-DSWM22-DCP, SPD Project No. E22-DSWM-02; to Atkins North America, Inc., also known as AtkinsRealis USA Inc.

SUMMARY

This item is recommending the County enters into a Professional Services Agreement (PSA or Agreement), for architectural and engineering services with Atkins North America, Inc. also known as AtkinsRealis USA Inc. for a Design Criteria Professional and Owner's Representative Services for Miami-Dade County's New Waste to Energy ("WTE") Plant. This PSA will provide architectural and engineering services that are essential to the County (Attachment A). The contract amount is up to \$65,000,000, inclusive of contingency, for a term of ten years and the services under the PSA include serving as the County's Owner's Representative during the construction of the facility. As the cost to construct a new WTE facility is estimated to be between \$1 billion and \$1.5 billion, the total amount under this contract represents a fair fee for the Design Criteria Professional and Owner's Representative services.

A review of the County's Capital Improvement Information System showed that the recommended consultant has an average evaluation score of 3.8 out of a possible maximum score of 4.0 (Attachment B).

According to the Firm History Report, as provided by the Small Business Development Division of the Internal Services Department, including the last three (3) years, Atkins North America, Inc., also known as AtkinsRealis USA Inc., has a total of twenty-four (24) open contracts and nine (9) as a sub-consultant, with a total paid to date value of \$35,743,233 (Attachment C).

The Miami-Dade County Resources Recovery Facility ("RRF"), located in Doral, Florida, began commercial operations in 1982. The RRF was the keystone of the County's solid waste system and processed approximately 3,000 tons of solid waste per day, while operating 24 hours a day, 365 days a year, resulting in an average annual processing of 1,040,000 tons of waste. On February 12, 2023, a fire erupted at the RRF and severely damaged several buildings in the facility. Since that time, the facility has not been able to process waste or produce electricity. This facility served more than 350,000 households in unincorporated Miami-Dade County and the several municipalities. The inoperability of the RRF has forced the County to divert approximately one million annual tons of waste to county and contracted landfills

On May 3, 2022, the Board of County Commissioners ("Board") adopted a resolution directing the County Mayor or County Mayor's designee to develop and issue a solicitation for a Design Criteria Professional to prepare a design criteria package for a new WTE plant to replace the RRF. . It is urgently recommended that the Board approve this item to move forward with the solid waste campus that will host several waste management and landfill diversion technologies leading us to a Zero Waste system. The centerpiece of the campus will be a new, state-of-the-art 4,000 tons per day mass burn waste-to-energy facility.

MDC001

RECOMMENDATION

It is recommended that the Board approve a competitive award of a PSA to Atkins North America, Inc. also known as AtkinsRealis USA Inc. under SPD Project No. E22-DSWM-02 for the Department of Solid Waste Management (“DSWM”) in the combined amount of \$65,000,000, inclusive of a contingency in the amount of \$5,909,091.

This contract is project specific.

SCOPE

DSWM has a need to hire a Design Criteria Professional (DCP) to provide architectural and engineering services, including, but not limited to, preparation of a Design Criteria Package for the design of a 4,000 tons per day WTE facility. The DCP will include the bidding documents incorporating schematic design, permitting, performance specifications, design criteria, design and post-design support services, and construction administration for the Project. Services shall also include, but are not limited to, field verification services and notifying DSWM regarding the Design Builder's compliance or noncompliance with the requirements of the design criteria. The purpose of the DCP is to furnish sufficient information to assist Design-Build firms in preparing a bid or a response to DSWM's request for a proposal and to allow DSWM to enter a properly negotiated Design-Build contract. The DCP must, at a minimum, specify performance-based criteria for the construction project, including the legal description of the site, survey information concerning the site, material quality standard, schematic layouts and conceptual design criteria of the project, cost or budget estimates, vendor procurement, power purchase agreement negotiations, design and construction schedules, site development requirements, provisions for utilities, stormwater retention, and disposal.

DELEGATED AUTHORITY

The County Mayor or County Mayor's designee is authorized to execute the PSA and to exercise all provisions contained therein, including any cancellation, renewal, and extension provisions.

BACKGROUND

A Notice to Professional Consultants was advertised on July 13, 2022. Three (3) proposals were received by the submittal deadline of August 23, 2022. All respondents were found to be in compliance with the technical certification requirements and Small Business Enterprise – Architecture and Engineering goals established for this solicitation. The Competitive Selection Committee (CSC) appointed by the County Mayor conducted a First-Tier Meeting on August 17, 2023, to evaluate the proposals received. The firms were evaluated in accordance with Section 2-10.4 of the Code of Miami-Dade County, Fla. (Code), Implementing Order No. 3-34, and Administrative Order No. 3-39.

SPECIAL CIRCUMSTANCES

Arcadis US Inc. was notified, that due to its award of Professional Bond Engineering Services for the DSWM, Contract No. 18393-DSWM22-BE; SPD Project No. E22-DSWM-01 (the Contract) via Resolution No. R-604-23, it would not be eligible for award of any future design or construction management services for the DSWM advertised during the effective term of the Contract. Consequently, Arcadis US Inc. was eliminated from further participation.

As such, two (2) proposers were invited to advance to the Second-Tier phase conducted on October 13, 2023. During the Second Tier (oral presentations) proposers were evaluated as follows: Knowledge of Similar in Scope of Work, Qualifications of Prime and Team members, and Ability of rendering services within budget. Second Tier results were as follows: Firm No. 1, Atkins North America, Inc., also known

as AtkinsRealis USA Inc., received 426 Qualitative Points with an Ordinal Score of 6; Firm No. 2, HDR Engineering Inc. received 403 Qualitative Points with an Ordinal Score of 9. The highest-ranked firm, Atkins North America, Inc. also known as AtkinsRealis USA Inc. was recommended for negotiations by the CSC. The County Mayor’s designee, Director of the Strategic Procurement Department concurred with the CSC (Attachment D), and negotiation meetings were held from October 24, 2023, through October 30, 2023.

At the conclusion negotiation meeting, the CSC arrived at a not-to-exceed price of \$65,000,000 that was fair and reasonable to complete all tasks associated. Based on the above, it is recommended that this Agreement be awarded not to exceed the amount of \$65,000,000 (inclusive of the 10.00% contingency allowance amount of \$5,909,091) to Atkins North America, Inc. also known as AtkinsRealis USA Inc.

FISCAL IMPACT/FUNDING SOURCE

This PSA is valued at \$65,000,000 for a term of 3,650 Calendar Days plus a Contingency Period of 365 Calendar Days.

Base Contract Amount	Contingency Amount (Code Section 2-8.1)
\$59,090,909	\$5,909,091

The project is in the Adopted Budget and Multi-Year Capital Plan. See the table below for further details.

Funding Source(s)	Chart Fields	Amount	Project No. & Description	Site No.
Future Solid Waste Disposal Notes/Bonds	SWCP010403	\$65,000,000	#Program ID 508640 - Disposal Facility Infrastructure Improvements – Resources Recovery Adopted FY 2023-24 Budget and Multi-Year Capital Plan, Vol 3, Page 57, Department of Solid Waste Management	Project ID: 3007228

TRACK RECORD/MONITOR

The designated staff to track and monitor this contract are Karina Careaga and Felix Cepero.

VENDOR(S) RECOMMENDED FOR AWARD

The table below depicts a summary of the recommended firm(s).

Vendor Name	Principal Address	Local Address	Principal
Atkins North America, Inc. also known as AtkinsRealis USA Inc.	800 Waterford Way, Suite 700, Miami, FL 33126	800 Waterford Way, Suite 700, Miami, FL 33126	Rodrigo Pigna, P.E.

DUE DILIGENCE

Pursuant to Resolution No. R-187-12, due diligence was conducted in accordance with SPD’s Procurement Guidelines to determine the consultant’s responsibility including verifying corporate status and that no performance or compliance issues exist. The lists referenced include: Capital Improvements

Information System, Small Business Development Division database, Sunbiz, Tax Collector's Office, convicted vendors, debarred vendors, delinquent contractors, suspended vendors, and federal excluded parties list. There were no adverse findings relating to vendor responsibility.

APPLICABLE ORDINANCES AND MEASURES

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

Title	Legislation	Applicable (Yes or No)	Notations
In-house Capabilities	Resolution R-1204-05	No	
Consultants' Competitive Negotiation Act	Florida Statute 287.055	Yes	
Local Preference	Code Section 2-8.5	Yes	
Local Certified Veteran Business Enterprise Preference	Code Section 2-8.5.1	Yes	
Small Business Enterprise - Architecture and Engineering	Code Section 2-10.4.01 and Implementing Order No. 3-32	Yes	11.75% Goal (Attachment E)
Small Business Enterprise - Services	Code Section 2-8.1.1.1.1 and Implementing Order No. 3-41	N/A	
Small Business Enterprise - Goods	Code Section 2-8.1.1.1.2 and Implementing Order No. 3-41	N/A	
Sea Level Rise	Ordinance 14-79	Yes	
Sustainable Buildings Program	Implementing Order No. 8-8	Yes	
Art in Public Places	Code Section 2-11.15	N/A	
Office of Inspector General Fee	Code Section 2-1076	Yes	



Jimmy Morales
 Chief Operations Officer

ATTACHMENT A

DEPARTMENT OF SOLID WASTE MANAGEMENT DESIGN CRITERIA PROFESSIONAL AND OWNER'S REPRESENTATIVE SERVICES FOR MIAMI-DADE COUNTY'S NEW WASTE TO ENERGY PLANT PROFESSIONAL SERVICES AGREEMENT ISD PROJECT NO. E22-DSWM-02

This AGREEMENT made as of the _____ day of _____ in the year 2023, between

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

and the Consultant: Atkins North America, Inc. also known as AtkinsRealis USA Inc.
800 Waterford Way, Suite 700
Miami, FL 33126

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

For the Project: Design Criteria Professional ("DCP") and Owner's Representative Services for the County's New Waste to Energy Plant for the Department of Solid Waste Management ("DSWM" or "Department") (the "Project").

The scope of services to be provided by the Architectural/ Engineering ("Consultant") firms include, but are not limited to, provide architectural and engineering services including, but not be limited to, preparation of Design Criteria Package for the design of a 4,000 ton per day waste to energy ("WTE") facility.

The Design Criteria Package will include the bidding documents incorporating schematic design, permitting, performance specifications and design criteria, design and post design support services, and construction administration for the Project. Services shall also include, but not limited to, field verification services and notifying DSWM regarding the Design Builder's compliance or noncompliance with the requirements of the design criteria. The Design Criteria Package shall furnish information to assist Design-Build firms in preparing a bid or a response to DSWM's request for proposal, and to

Project No. E22-DSWM-02

MDC005

allow DSWM to enter into a properly negotiated Design-Build contract. The Design Criteria Package must at a minimum specify performance-based criteria for the construction project, including the legal description of the site, survey information concerning the site, material quality standard, schematic layouts and conceptual design criteria of the project, cost or budget estimates, vendor procurement, power purchase agreement negotiations, design and construction schedules, site development requirements, provisions for utilities, storm water retention and disposal.

The Owner and Consultant agree as set forth herein:

PROFESSIONAL SERVICES AGREEMENT

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WITNESSETH

ARTICLE 1

DEFINITIONS

DEFINITIONS

This professional services agreement for design criteria professional and owner's representative services hereby incorporates by reference all definitions included in the Consultants' Competitive Negotiation Act, Section 287.055, Florida Statutes in addition to the following:

- 1.1 **ADDENDA:** A modification or clarification of the Contract Documents distributed to prospective Bidders prior to the opening of Bids.
- 1.2 **ADDITIONAL SERVICES:** Those services, in addition to the Basic Services in this Agreement, which the Consultant shall perform at Owner's option and when authorized by Service Order(s) in accordance with the terms of this Agreement.
- 1.3 **AFFIRMATIVE ACTION:** Action to be taken by the Consultant pursuant to a written, results-oriented program, meeting the requirements of 41 CFR Part 60, in which the Consultant details the steps to be taken to ensure equal employment opportunity, including, where appropriate, remedying discrimination against an affected class, or other actions, as necessary.
- 1.4 **AGREEMENT:** This written agreement between the Owner and the Consultant, including the Appendices attached hereto and all Amendments and Service Orders issued by the Owner hereunder.
- 1.5 **ALLOWANCE ACCOUNT(S):** Account(s) in which stated dollar amount(s) may be included in this Agreement for the purpose of funding portions of the Services or the Work. Allowance Accounts are included in this Agreement to pay for Additional Services, Work Site Services, Dedicated Services, Reimbursable Expenses, or Inspector General Services. Services to be paid from these Allowance Accounts shall be authorized by Service Order prior to the commencement of the Work under the Service Order.
- 1.6 **AMENDMENT:** A written modification to this Agreement executed by the Consultant and the Owner covering changes, additions, or reductions in the terms of this Agreement.
- 1.7 **ART IN PUBLIC PLACES:** A department of Miami-Dade County that is responsible for initiating and overseeing the incorporation of art into new County facilities.
- 1.8 **BASIC SERVICES:** Those services that the Consultant shall perform in accordance with the terms of the Agreement as directed and authorized by a Service Order(s). Any Services

not specifically addressed as Additional Services, Work Site Services, or Dedicated Services are considered Basic Services.

- 1.9 BASIC SERVICES FEE: The basis for compensation of the Consultant for the Basic Services performed under this Agreement.
- 1.10 BENCHMARK: to input and submit the total energy and water consumed and other descriptive information for a property for the previous calendar year as required by the Benchmarking tool.
- 1.11 CHANGE ORDER: A written agreement executed by the Owner, the Consultant and the Consultant's Surety, covering modifications to the contract.
- 1.12 CODE: The Code of Miami-Dade County, Fla., as amended.
- 1.13 CONSULTANT: The named entity on page 1 of this Agreement.
- 1.14 CONSULTANT'S COMPETITIVE NEGOTIATION ACT ("CCNA") means Section 287.055 of the Florida Statutes, as amended. The County may apply any state approved Professional Services solicitation methodology that complies with this Statute. The County may employ any solicitation or pricing methodologies used in CCNA or used by the State of Florida or any of its agencies, departments, or instrumentalities.
- 1.15 COOL ROOF: a roof made of highly reflective and emissive materials that remain significantly cooler than traditional materials during peak summer weather, and which uses roofing material that has solar reflectance and thermal emittance properties that are verifiably rated by the Cool Roof Rating Council (CRRC).
- 1.16 CONTRACT: The legal agreement between the Owner and the Consultant for performance of Work. The documents prepared by the Consultant in accordance with the requirements of a Service Order(s) issued hereunder form the basis for which the Owner can receive bids for the Work included in the documents.
- 1.17 CONTRACT DOCUMENTS: shall include, but not necessarily be limited to Advertisement for Bids, Instructions to Bidders, Bid Form, Bid Bond, Contract Summary, Surety Performance and Payment Bond, General Conditions, Special Provisions, Technical Specifications, and Plans together with all Addenda, and subsequent Change Orders, and Work Orders.
- 1.18 CONSTRUCTABILITY: The optimum use of construction knowledge and experience in planning, design, procurement, and field operations to achieve overall Project objectives.
- 1.19 CONSTRUCTION COST: Actual cost of the Work established in the Contract Documents and as may be amended from time to time.

- 1.20 CONSULTANT/A/E CONSULTANT: The firm, company, corporation, or joint venture contracting with the Owner for performance of Work covered in the Contract.
- 1.21 DAYS: References made to Days shall mean consecutive calendar days.
- 1.22 DEDICATED SERVICES: Services performed pursuant to a dedicated Allowance Account(s) that are beyond the requirements for Basic Services and Additional Services under this Agreement and shall be performed as required upon receipt of a Service Order. Such Services, if any, are specified in Article 9 “Special Provisions”.
- 1.23 DEFECT(S): Refers to any part of the Work that does not follow the Contract Documents, does not meet the requirements of a reference standard, test or inspection specified in the Contract Documents, does not properly function, is broken, damaged or of inferior quality, or is incomplete. The adjective “defective” when it modifies the words “Work” or “work” shall have the same connotation as Defect.
- 1.24 DEPARTMENT OF SOLID WASTE MANAGEMENT: A department of Miami-Dade County, represented by and acting through the Director or his or her designee(s).
- 1.25 DESIGN CRITERIA PACKAGE has the meaning provided in the CCNA.
- 1.26 DESIGN CRITERIA PROFESSIONAL has the meaning provided in the CCNA.
- 1.27 DESIGN DELIVERABLES: Deliverables to be presented and Services to be performed by the Consultant at various Phases of design. The design deliverables are to comply with the requirements of the Service Order(s).
- 1.28 DESIGN DEVELOPMENT: That portion of the Services comprising Phase 200 of the Basic Services which the Consultant shall perform in accordance with the terms of this Agreement when directed and authorized by Service Order.
- 1.29 DESIGN GUIDELINES MANUAL: A manual provided by the Owner which comprises design standards and guidelines for use by the Consultant and other Design Professionals as provided by Service Order. It is made a part of this Agreement by reference.
- 1.30 DESIGN SCHEDULE AND COST MANAGEMENT PLAN: A progress schedule and earned value measurement plan for the Design Deliverables that will be developed by the Consultant in accordance with the Project and Phase schedule provided by the Owner. The Design Schedule and Cost Management Plan (“DSCMP”), shall meet all Project and Phase milestones in the Owner provided schedule and shall be approved by the Project Manager. DSCMP earned value procedures are based upon the agreed weighted percentage values of the deliverables.
- 1.31 DIRECT SALARIES: Monies paid at regular intervals to personnel other than principals of the Consultant directly engaged by the Consultant on the Project, as reported to the Director of United States Internal Revenue Service and billed to the Owner hereunder on a Multiple of Direct Salaries basis pursuant to a Service Order for Additional Services

under this Agreement. Personnel directly engaged on the Project by the Consultant may include architects, engineers, designers, and specifications writers engaged or assisting in research, design, production of drawings, specifications and related documents, Work Related Services, and other services pertinent to the Project Elements.

- 1.32 DIRECTOR: The Director of the Department of Solid Waste Management or authorized representative(s) designated in writing with respect to a specific matter(s) concerning the Services.
- 1.33 ENERGYCAP: a comprehensive utility bill accounting and energy management software used by the County to process and analyze electricity and water bills.
- 1.34 ENVISION: A third-party verifiable sustainability rating system and planning guide for introducing sustainability considerations into infrastructure projects, managed by the Institute for Sustainable Infrastructure (“ISI”).
- 1.35 ENVISION CERTIFICATION PLAN: Plan developed by the Envision SP to develop and monitor the documentation required during design and construction for the Envision certification application process.
- 1.36 ENVISION SUSTAINABILITY PROFESSIONAL (ENV SP): A person(s) that is an employee of the Consultant or is a Sub-consultant to the Consultant that is certified by the ISI or successor entity. The ENV SP shall: (1) assist the Owner in the Project Envision 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 Envision certification; and (3) monitor the Consultant for the documentation required to meet the Consultant’s obligations to achieve the Envision credit points stipulated in the Contract Documents.
- 1.37 EQUAL EMPLOYMENT OPPORTUNITY: Opportunity provided by the Consultant pursuant to Executive Order 11246, as amended, and required to be part of all contracts covered by said Executive Order.
- 1.38 FIELD REPRESENTATIVE: An authorized representative of the Owner providing administrative and construction inspection services during the pre-construction, construction, and closeout Phases of the Contract.
- 1.39 FIELD 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).
- 1.40 FIXED LUMP SUM: A basis for compensation of the Consultant for Services performed.
- 1.41 FORCE MAJEURE: an act of nature, epidemic, earthquake, fire, explosion, hurricane, flood or similar occurrence, an act of a public enemy, or blockade, insurrection, riot,

general arrest or restraint of government and people, civil disturbance or similar occurrence, which has had or may reasonably be expected to have a material adverse effect on the rights and obligations under this Agreement, and which, by the exercise of due diligence, such Parties shall not have been able to avoid, but does not include inclement weather (except as noted above) or the acts or omissions of Sub-consultants/subcontractors, retained by Consultant, third-party consultants/contractors, material persons, suppliers, or their subcontractors, unless such acts or omissions are otherwise encompassed by this definition.

- 1.42 LIFE CYCLE COSTING: The process whereby all expenses associated with the operations, maintenance, repair, replacement and alteration costs of a facility or piece of equipment are identified and analyzed.
- 1.43 MULTIPLE OF DIRECT SALARIES: A basis for compensation of the Consultant for Services performed.
- 1.44 ORDER OF PRECEDENCE: For the purpose of this Agreement, the following shall be the order of precedence and to resolve conflicts –
1. referenced statutes, codes, ordinances, and standards,
 2. the Professional Services Agreement, and
 3. amendments to the Professional Services Agreement.
- 1.45 OWNER: Miami-Dade County. The term Owner as used in this Agreement shall exclude the County departments or their successor departments.
- 1.46 PERIOD OF WORK-RELATED SERVICES: Services beginning on the date established in the Notice to Proceed (“NTP”), for commencement of the Work through the time allowed for substantial completion of the Work contained in the Contract Documents.
- 1.47 PHASE: The portion of the Basic Services that shall be accomplished by the Consultant for each of the Project's elements or, to the extent authorized by Service Order a portion or combination thereof as described in Article 4 “Basic Services” herein:
- Phase 100 – Program Management Activities
 - Phase 200 – Preliminary Design/Project Scope Development
 - Phase 300 – Assist DSWM During New Waste to Energy Facility Procurement Phase
 - Phase 400 – Power Purchase Agreement Negotiations
 - Phase 500 – Permitting
 - Phase 600 – Construction Monitoring/Resident Engineer Services
- 1.48 PLANS: The drawings prepared by the Consultant which show the locations, characters, dimensions, and details of the Work to be done and which are parts of the Contract Documents.

- 1.49 **PROBABLE CONSTRUCTION COST:** The latest approved written estimate of Construction Cost to the midpoint of construction broken down by the Division format developed by the Construction Specification Institute (“CSI”) or unit price bid items, including construction allowance contingencies, submitted to the Owner, in a format provided by the Owner, in fulfillment of the requirement(s) of this Agreement.
- 1.50 **PROFESSIONAL CONSTRUCTION ESTIMATOR:** An individual construction estimator affiliated with a professional firm, company, joint venture, or corporation to provide and analyze cost estimates of the Project and individual Project Elements or parts thereof in order to determine the Probable Construction Cost at each Phase of the Basic Services requiring the submittal of a Probable Construction Cost.
- 1.51 **PROGRAM:** The initial description of a Project that comprises line drawings, narrative, cost estimates, and Project Budget, provided by the Owner in the form of a Project Definition Book and furnished to the Consultant.
- 1.52 **PROJECT:** Project Elements and components of the Project Elements and Services as set forth this Agreement and authorized by Service Order(s).
- 1.53 **PROJECT BUDGET:** Estimated cost for the Project, prepared by the Owner as part of the Program, including the estimated Construction Cost. The Project Budget may, from time to time, be revised or adjusted by the Owner, at its sole discretion, to accommodate approved modifications or changes to the Project or the scope of work.
- 1.54 **PROJECT ELEMENT:** A part of the Project for which Services are to be provided by the Consultant pursuant to this Agreement or by other consultants employed by the Owner.
- 1.55 **PROJECT MANAGER:** Individual designated by the Director to represent the Owner during the design and construction of the Project.
- 1.56 **PROLONGED PERIOD OF WORK-RELATED SERVICES:** The period from the original completion date of the contract as awarded to the date of official acceptance by the Owner of the Report of Contract Completion furnished by the Consultant.
- 1.57 **PUNCH LIST:** A running list of defects in the Work as determined by the Consultant performing Work Related Services, with input from the Field Representative and the Project Manager. The initial edition of the Punch List is modified in succeeding editions to reflect corrected and completed work as well as newly observed defects, until the time of Final Acceptance.
- 1.58 **RECORD DRAWINGS (AS-BUILT DRAWINGS):** Reproducible drawings showing the final completed Work as built, including any change to the Work performed by the Consultant pursuant to the Contract Documents which the Consultant considers significant based on marked-up as-built prints, drawings, and other data furnished by the Consultant.

- 1.59 REIMBURSABLE EXPENSES: Those expenses delineated in Article 6 “Reimbursable Expenses” of this Agreement which are separately approved by the Owner that are incurred by the Consultant in the fulfillment of this Agreement and which are to be compensated to the Consultant in addition to the Basic Services Fee.
- 1.60 REQUEST FOR PROPOSALS (“RFP”): Solicitation documents issued with Advertisement for Bids, including but not necessarily limited to: Addenda, Instructions to Bidders, Bid Forms, Contract Summary, General Conditions, Special Provisions, Technical Specifications, and Plans.
- 1.61 REVIEW SET: A partial or complete set of Contract Documents, provided by the Consultant in accordance with the Service Order, at the specified percentage of completion of a Phase of the Basic Services as provided for in this Agreement, on which the Owner may provide written review comments and acceptance of Services. Any review will be general in nature and shall neither constitute a detailed checking of the Consultant’s work, nor relieve the Consultant of the responsibility for the completeness and accuracy of its Services.
- 1.62 SCHEMATIC DESIGN: That portion of the Services comprising Phase 200 of the Basic Services which the Consultant shall perform in accordance with the terms of this Agreement.
- 1.63 SERVICE ORDER: A written order (consecutively numbered for reference and control purposes), initiated by the Project Manager in accordance with this Agreement, and countersigned by the Director and by the Consultant, directing the Consultant to perform or modify the performance of any portion of the Services.
- 1.64 SERVICES: All services, work and actions by the Consultant performed pursuant to or undertaken under this Agreement.
- 1.65 SUB-CONSULTANT: An independent firm, company, joint venture, corporation or individual under contract with and compensated by the Consultant to perform a portion of the Services required hereunder.
- 1.66 SUBSTANTIAL COMPLETION: The stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the Project for its intended use and shall occur when the Consultant issues a certificate of Substantial Completion. At this stage, all Punch List work shall be able to be completed by the Consultant in less than sixty (60) Days. The Certificate of Substantial Completion shall not be issued prior to the Consultant obtaining a Final Certificate of Occupancy or a Temporary Certificate of Occupancy, and a Final Certificate of Use or a Temporary Certificate of Use from the Regulatory and Economic Resources Department.
- 1.67 SUSTAINABILITY MANAGER: as defined in Section 9-74 of the Code.

- 1.68 **TECHNICAL SPECIFICATIONS:** The general term comprising all the written directions, provisions and requirements contained herein, entitled "Technical Specifications", those portions of standard specifications to which reference is specifically made in the Technical Specifications, and any Addenda, Work Orders and Change Orders that may be issued for the Contract, all describing the work required to be performed, including detailed technical requirements as to labor, materials, supplies and equipment and standards to which such work is to be performed as well as any reports specifically issued with the Bid Documents and specifically identified in the Instructions to Bidders which may include geotechnical or other technical reports.
- 1.69 **VALUE ANALYSIS:** The systematic application of recognized techniques for optimizing both cost and performance in a new or existing facility or to eliminating items that add cost without contributing to required functions.
- 1.70 **WORK:** All labor, materials, tools, equipment, services, methods, and procedures necessary or convenient to performance by the Consultant of all duties and obligations imposed by the Contract Documents, and representing the basis upon which the total consideration is paid or payable to the Consultant for the performance of such duties and obligations.
- 1.71 **WORK ORDER:** A written order, authorized by the Owner, directing the Consultant to perform work under a specific Allowance Account(s) or which directs the Consultant to perform a change in the work that does not have a monetary impact.
- 1.72 **WORK-RELATED SERVICES:** Those portions of the Services comprising of Phases 100 through 500, as described in Exhibit 1 of the Basic Services that the Consultant shall perform in accordance with the terms of this Agreement when directed and authorized by a Service Order
- 1.73 **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 DSWM operations, as well as other features, as necessary, related to the overall schedule of construction.

ARTICLE 2

INFORMATION TO BE FURNISHED BY THE OWNER

- 2.1 **INFORMATION TO BE FURNISHED BY THE OWNER:** The Owner will furnish any readily available information requested by the Consultant as expeditiously as practicable. Consultant may reasonably rely on the information provided by Owner.
- 2.2 **OBLIGATION OF THE CONSULTANT:** The Consultant understands that it is obligated to verify to the extent it deems necessary all information furnished by the Owner and that it is responsible for the accuracy and applicability of all such information used by said Consultant, provided however, that Consultant shall be solely responsible for the accuracy and applicability of all such information either (i) provided by Consultant and its Sub-consultants, or (ii) verified by Consultant or its Sub-consultants, consistent with the terms of this Agreement. Such verification shall include visual examination of existing conditions in all locations encompassed by the Project where such examination can be made without using destructive measures, e.g., excavation or demolition. DSWM shall approve any destructive measures that may be necessary. Survey information shall be spot checked to the extent the Consultant has satisfied itself as to the reliability of the information. Consultant shall not be responsible for or have control over the discovery, presence, handling, removal, transport or disposal of hazardous waste, materials, or substances in any form on the Project site, unless such materials or substances (i) are the property of Consultant or its Sub-consultants or (ii) result from the actions of the Consultant or its Sub-consultants.

ARTICLE 3

GENERAL PROVISIONS

3.1 INDEMNIFICATION AND HOLD HARMLESS

- 3.1.1 Pursuant to Section 725.08, Florida Statutes and notwithstanding the provisions of Section 725.06, Florida Statutes, the Consultant shall indemnify and hold harmless the Owner, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant and other persons employed or utilized by the Consultant in the performance of this Agreement.
- 3.1.2 To the extent this indemnification clause or any other indemnification clause in this Agreement does not comply with Chapter 725, Florida Statutes, this provision, and all aspects of the Contract Documents shall hereby be interpreted as the parties' intention for the indemnification clauses and Contract Documents to comply with Chapter 725, Florida Statutes.
- 3.1.3 Consistent with Section 725.06, Florida Statutes, Consultant 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 Consultant or its employees, agents, servants, partners principals or subcontractors. Consultant 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. 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 and defend the County or its officers, employees, agents, and instrumentalities as herein provided. The limits required by Section 725.06, Florida Statutes, are delineated in Sub-article 3.2.1 of this Agreement.
- 3.1.4 This Sub-article 3.1 and its subsubarticles shall survive expiration or termination of this Agreement.

- 3.2 INSURANCE: The Consultant shall not be issued any Service Order under this Agreement until the insurance required hereunder has been obtained and the Owner has received proof of such insurance and approved such insurance. The Consultant shall maintain required

insurance coverage for the full term of this Agreement or for such longer period(s) as may be specifically required herein.

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

3.2.1 The Consultant shall provide (at its own cost):

Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

- A. Worker's Compensation insurance as required by Section 440, Florida Statutes.
- B. Commercial General Liability in an amount not less than \$1,000,000 each occurrence and \$2,000,000 aggregate. **Miami-Dade County must be included as additional insured.**
- C. Automobile Liability covering all owned, non-owned and hired vehicles in an amount not less than \$1,000,000 combined single limit.
- D. Professional liability for a minimum of \$5,000,000 each occurrence and \$10,000,000 in the aggregate, covering claims arising out of the rendering or failure to render services or provision of products under agreement.

CERTIFICATE HOLDER MUST READ:

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

Consultant shall furnish **Miami-Dade County 111 NW 1st Street, Suite 2340 Miami, Florida 33128**, Certificate(s) of Insurance which indicates that insurance coverage has been obtained as outlined below. The County reserves the right, upon reasonable notice, to examine or request the policies of insurance (including but not limited to policies, binders, amendments, exclusions, or riders).

All insurance shall be written on an occurrence basis, except professional liability which may be written on a claims made basis with a retroactive date no later than the effective date of the agreement.

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

The company must be rated no less than “A-” as to financial strength, and no less than “**Class VII**” as to financial size according to the latest edition of Key Rating Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the written approval of the Owner.

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.

3.2.3 The Consultant and/or the Sub-Consultants shall cooperate to the fullest extent with Miami-Dade County in all matters relating to the insurance provided and shall comply with all requirements of any insurance policy procured by the County. The Consultant and/or the Sub-Consultants shall also at their own expense furnish the County or its duly authorized representative with copies of all correspondence, papers, records, and other items necessary or convenient for dealing with or defending against claims and for administering the aforementioned insurance including furnishing the time of any of their employees, officers, or agents whose presence or testimony is necessary or convenient in any negotiations or proceedings involving such insurance.

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

3.2.5 Immediate notification must be given to the County’s Risk Management Division and DSWM and/or its agent in case of accident or occurrence which might give rise to a claim under any policy provided by the County, or any policy on which the County is a joint insured.

3.2.6 Compliance with the foregoing requirements as to the carrying of insurance shall not relieve the Consultant from liability under any portion of this Agreement.

3.2.7 Cancellation of any insurance or non-payment by the Consultant of any premium for any insurance policy or bonds required by this Agreement shall

constitute a breach of this Agreement. In addition to any other legal remedies, Miami-Dade County at its option may terminate this Agreement or pay such premiums and deduct the costs thereof from any amounts which are or may be due to the Consultant.

- 3.3 **ASSIGNMENT:** The Consultant shall not assign, transfer or convey this Agreement to any other person, firm, association, or corporation, in whole or in part. However, the Consultant will be permitted to cause portions of the services to be performed by sub-consultants, as authorized elsewhere herein.
- 3.4 **PROVISION OF ITEMS NECESSARY TO COMPLETE SERVICES:** In the performance of the Services prescribed herein, it shall be the responsibility of the Consultant to provide all salaries, wages, materials, equipment, Sub-consultants and other purchased services, necessary to complete said Services.
- 3.5 **SUB-CONSULTANTS:** All services provided by the Sub-consultants shall be consistent with those commitments made by the Consultant during the selection process and interview. Such services shall be pursuant to appropriate agreements between the Consultant and the Sub-consultants, which shall contain provisions that preserve and protect the rights of the Owner under this Agreement. Nothing contained in this Agreement shall create any contractual relationship between the Owner and the Sub-consultants.

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

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

- 3.6 **TERM OF AGREEMENT:** The term of this Agreement shall be for 3,650 Days and shall begin upon issuance of the NTP and shall be in effect until all Services are completed or until those Services Orders in force at the end of the stated period of time have been completed and the Services accepted, whichever may be later.

No earlier than eight (8) months from NTP, however, the Consultant will provide the Design Criteria Package with sufficient information to issue an RFP within three (3) months of receipt of a site selection and air dispersion modeling results, in order for the County to proceed with Phase 306 - Request for Proposals Development. Consultant will

develop the preliminary design necessary for the Project permitting and RFP development. In the event the Consultant does not deliver the RFP level Design Criteria Package within the allotted timeframe and after the County has submitted a Default Notice to Consultant pursuant to Sub-Article 3.18 “Notice of Default and Opportunity to Cure”, a delay damage amount of a thousand dollars (\$1,000.00) per Day will be applied to the Consultant until such default has been remedied. Nothing in this Sub-Article shall prevent the Owner from exercising its rights to terminate the Agreement as provided elsewhere herein.

3.7 TERMINATION OF AGREEMENT: This Agreement may be terminated upon prior written notice by either party as described herein pursuant to Sub-Articles 3.7.1 to 3.7.3. The Owner may terminate this Agreement or any Service Order for cause or for convenience. The Consultant may terminate this Agreement for cause in the event that the Owner willfully violates any provisions of the Agreement. **The Consultant shall have no right to terminate this Agreement for convenience.**

3.7.1 Owner’s Termination for Cause: The Owner may terminate this Agreement or any Service Order upon seven (7) Days written notice (a “Notice of Termination”), for cause in the event that the Consultant violates any provisions of this Agreement, or performs same in bad faith, or unreasonably delays the performance of the Services. Such written notice to the Consultant shall spell out the cause and provide reasonable time in the notification to remedy the cause.

The Owner may terminate this Agreement if the Consultant is found to have submitted a false certification or to have been, or is subsequently during the term of this Agreement, placed on the Scrutinized Companies for Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List..

Notwithstanding any other penalties for firms that have discriminated in violation of Article VII of Chapter 11A of the Code, the Owner may terminate the Agreement or require the termination or cancellation of a sub-consultant contract. In addition, a violation by the Consultant or a sub-consultant to it, or failure to comply with the Administrative Order (“A.O.”) No. 3-39 may result in the imposition of one or more of the sanctions listed in the A.O. (See www.miamidade.gov/ao/home.asp).

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

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

- 3.7.2 Owner's Termination for Convenience: The Owner, in addition to the rights and options to terminate for cause pursuant to Sub-Article 3.7.1, or any other provisions set forth in this Agreement, retains the right to terminate this Agreement or any Service Order upon thirty (30) Days written notice at its sole option at any time for convenience, and without cause, when in its sole discretion it deems such termination is in the best interest of the Owner.
- 3.7.3 Consultant's Termination for Cause: The Consultant may terminate this Agreement upon thirty (30) Days written notice for cause in the event that the Owner violates any provisions of this Agreement. Such written notice to the Owner shall spell out the cause and provide reasonable time in the notification to remedy the cause. In the event the Consultant exercises its right to terminate this Agreement for cause, payment for Services satisfactorily performed prior to the date of termination shall be made in accordance with Article 8 "Compensation for Services".
- 3.7.4 Implementation of Termination: In the event of termination, either for cause or for convenience, the Consultant, upon receipt of the Notice of Termination, shall:
1. Stop the performance of Services under this Agreement on the date and to the extent specified in the Notice of Termination (the Effective Termination Date");
 2. place no further orders or subcontracts except as may be necessary for completion of any portion(s) of the Services not terminated, and as authorized by Service Order(s);
 3. terminate all orders and subcontracts to the extent that such orders and subcontracts relate to the performance of the Services terminated by the Notice of Termination;
 4. transfer title to the Owner (to the extent that title had not already been transferred) and deliver in the manner, at the times, and to the extent directed by the Owner, all property purchased under this Agreement and reimbursed as a direct item of cost and not required for completion of the Services not terminated;
 5. take such action as may be necessary for the protection and preservation of the County's materials and property;
 6. promptly assemble and submit as provided herein all documents for the Services performed, including plans, calculations, specifications, reports,

and correspondence, and all other relevant materials affected by the termination; and;

7. complete performance of any Services not terminated by the Notice of Termination.

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

3.8 SANCTIONS FOR CONTRACTUAL VIOLATIONS:

The County may terminate this contract or require the termination or cancellation of any sub-consultant contract, if the Consultant or any Sub-consultant(s) violates Article VII of Chapter 11A of the Code. In addition, a violation by the Consultant, or Sub-consultant to the Consultant, or failure to comply with Section 2-10.4.01(5) of the Code, and A.O. No. 3-39 may result in the imposition of one or more of the sanctions listed in the Code and the A.O., respectively.

3.9 INTENT OF AGREEMENT:

3.9.1 The intent of the Agreement is for the Consultant to provide design criteria professional services to Design Criteria Professional and Owner’s Representative Services for the Department for the County’s new WTE plant, and to include all necessary items for the proper completion of such Services, for a fully functional facility which, when constructed in accordance with the design, will be able to be used by the Owner for its intended purpose subject to conditions and operations not disclosed or known or reasonably capable to be known by a Design Criteria Professional. The Consultant shall perform, as Basic Services, such incidental work, which may not be specifically referenced, as necessary to complete the Project.

3.9.2 This Agreement is for the benefit of the parties only, and it neither grants rights to any third party beneficiary or to any person, nor does it authorize anyone not a party to the Agreement to maintain a suit for personal injuries, professional liability or property damage pursuant to the terms or provisions of the Agreement.

3.9.3 No acceptance, order, payment, or certificate of or by the Owner, or its employees or agents shall either stop the Owner from asserting any rights or operate as a waiver of any provisions hereof or of any power or right herein reserved to the Owner or of any rights to damages herein provided.

3.10 SOLICITATION: The Consultant warrants that: (1) it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement; and (2) that it has neither paid, nor agreed to pay any person, company, corporation, joint venture, individual, or firm, other than a bona fide employee working solely for the Consultant any fee, commission, percentage, gift, or other

consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the Owner has the right to annul this Agreement without liability to the Consultant for any reason whatsoever.

3.11 ACCOUNTING RECORDS OF CONSULTANT: The Owner reserves the right to audit the accounts and records of the Consultant including, but not limited to, payroll records and federal tax return, supporting all payments for Services hereunder on the basis of Multiple of Direct Salaries and Reimbursement of Actual Expenses incurred. Such audit may take place at any mutually convenient time during the performance of this Agreement and for three (3) years after final payment under this Agreement. The Architect/ Engineer shall maintain, as part of its regular accounting system, records of a nature and in a sufficient degree or detail to enable such audit to determine the personnel hours and personnel costs and other expenses associated with each Project and/or Phase authorized for performance by Service Order(s). In accordance with Section 287.055, Florida Statutes, the Consultant hereby certifies and warrants that wage rates and other factual unit costs as submitted supporting the compensation provided here are accurate, complete, and current as of the date of the submittal. It is further agreed that said compensation provided for in this Agreement shall be adjusted to exclude any significant costs where the Owner determines that the payment for Services was increased due to inaccurate, incomplete, or non-current wage rates or other factual unit costs. All such adjustments in compensation paid or payable to Consultant under this Agreement shall be made within three (3) years from the date of final billing or acceptance of the Services by the Owner, whichever is later.

3.12 INSPECTOR GENERAL, INDEPENDENT PRIVATE SECTOR INSPECTOR GENERAL: Pursuant to Section 2-1076 of the Code, the Office of the Miami-Dade County Inspector General ("IG") shall have the authority and power to review past, present, and proposed County programs, accounts, records, contracts, and transactions. The IG shall have the power to subpoena witnesses, administer oaths, and require the production of records. Upon ten (10) Days written notice to the Consultant from IG, the Consultant shall make all requested records and documents available to the IG for inspection and copying.

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

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

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

The IG may, on a random basis, perform audits on all County contracts throughout the duration of said contract (i.e., random audits). These random audits are separate and distinct from any other audit by the County. To pay for the functions of the Office of the Inspector General, any and all payments to be made to the Consultant under this contract will be assessed one quarter of one percent (0.25%) of the total amount of the payment, to be deducted from each progress payment as the same becomes due, unless this Agreement is federally funded where federal or state law or regulations preclude such a charge or where such a charge is otherwise precluded as stated in Article 9 "Special Provisions". The Consultant shall, in stating its agreed prices, be mindful of this assessment, which will not be separately identified, calculated, or adjusted in the proposal or bid form.

The IG shall have the power to retain and coordinate the services of an independent private sector inspector general ("IPSIG"), who may be engaged to perform said random audits, as well as audit, investigate, monitor, oversee, inspect, and review the operations, activities, and performance and procurement process including, but not limited to, project design, establishment of bid specifications, bid submittals, activities of the Consultant, its officers, agents and employees, lobbyists, County staff, and elected officials in order to ensure compliance with contract specifications and detect corruption and fraud. The IG is authorized to investigate any alleged violation by a consultant of its Code of Business Ethics, pursuant to Section 2-8.1 of the Code.

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

INDEPENDENT PRIVATE SECTOR INSPECTOR GENERAL

The attention of the Consultant is hereby directed to the requirements of A.O. No. 3-20 and Resolution No. R-516-96: the County shall have the right but not the obligation to retain the services of an IPSIG who may be engaged to audit, investigate, monitor, oversee, inspect, and review the operations, activities, and performance of the Consultant and County in connection with this contract. The scope of services performed by an IPSIG may include, but are not limited to, monitoring and investigating compliance with contract specifications, project costs, and investigating and preventing corruption and fraud.

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

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

3.13 OWNERSHIP OF DOCUMENTS AND COPYRIGHTS:

- 3.13.1 All notes, correspondence, documents, designs, drawings, renderings, calculations, specifications, models, photographs, reports, surveys, investigations, recordings, and any other documents and copyrights thereto for Services performed or produced in the performance of this Agreement, whether in paper or other hard copy medium or in electronic medium is a work for hire and is the property of the Owner; however, the Owner may grant to the Consultant a non-exclusive license of the copyright to the Consultant for reusing and reproducing copyrighted materials or portions thereof as authorized by the Owner in advance and in writing. In addition, the Consultant shall not disclose, release, or make available any document to any third party without prior written approval from Owner.
- 3.13.2 The Consultant is permitted to reproduce copyrighted material described above subject to written approval from the Owner.
- 3.13.3 At the Owner's option, the Consultant may be authorized by Service Order to adapt copyrighted material for additional or other work for the Owner; however, payment to the Consultant for such adaptations will be limited to an amount not greater than fifty percent (50%) of the original fee earned to adapt the original copyrighted material to a new WTE site.
- 3.13.4 The Owner shall have the right to modify the Project or any component thereof without permission from the Consultant or without any additional compensation to the Consultant. The Consultant shall be released from any liability resulting from such modification.
- 3.13.5 The Owner shall own rights to all passwords necessary to access Project registration and certification data submitted to the ISIISI via internet websites or other means.

3.14 LAWS AND REGULATIONS:

- 3.14.1 The Consultant agrees to abide and be governed by all applicable laws.

Applicable local laws and ordinances include but are not limited to the following:

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

B. The Consultant shall comply with Sections 2-10.4.01 and 10-38 of the Code, and Implementing Order No. 3-32 (Small Business Enterprise Architecture and Engineering Program for the purchase of Architectural, Landscape Architectural, Engineering, and Surveying and Mapping Services).

C. The Consultant shall comply with Section 2-1076 of the Code – Office of Inspector General.

D. The Consultant shall comply with the procedures contained in Sections 21-255 through 21-266 of the Code, False Claims Ordinance.

E. The Consultant shall comply with the financial disclosure requirements of Section 2-11.1(i) of the 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; or
- (3) a copy of the Consultant's Current Federal Income Tax Return.

F. E-VERIFY - The attention of the Consultant is hereby directed to the requirements of Section 448.095, Florida Statutes (Employment eligibility). The Consultant hereby agrees to utilize the U.S. Department of Homeland Security's E-Verify system to confirm the employment eligibility of all persons assigned or authorized by the Consultant to perform work pursuant to the Contract with the County.

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

H. The Consultant shall comply with Resolution No. R-451-14 and Section 2-1 of the Code (Board of County Commissioners Rule 5.09, consideration of sea level rise).

I. The Consultant shall comply with Life Cycle Costing procedures as enumerated in Miami-Dade County A.O. No. 11-03.

J. The Consultant shall comply with Resolution No. R-54-18 (cool roofs).

K. The Consultant shall comply with: (i) Resolution No. R-617-17; (ii) Sections 2-1 (Board of County Commissioners Rule 5.10) and 9-71 through 9-75 of the Code; and (iii) Implementing Order (“IO”) No. 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 IO, are referred to as the “Sustainable Buildings Program”.

L. ENERGY EFFICIENCY TAX BENEFITS AND PRODUCTION TAX CREDITS (if applicable) – The Consultant shall coordinate with the County to secure benefits for the County pursuant to Section 179D of the Internal Revenue Code of 1986, as amended (the “IRS Code”). The Energy Policy Act of 2005, allows taxpayers to accelerate depreciation on the cost of qualified energy efficient commercial building property placed-in-service after December 31, 2005 and updates thereto through the Emergency Economic Stabilization Act of 2008, the Inflation Reduction Act of 2022, Production Tax Credit under Section 45 of the IRS Code, and the Consolidated Appropriations Act of 2021, Investment Tax Credit and Renewable Energy Investment Tax Credit pursuant to Section 48 of the Internal Revenue Code, and Renewable Electricity Production Tax Credit pursuant to Section 45 of the Internal Revenue Code.

M. PUBLIC RECORDS AND CONTRACTS FOR SERVICES PERFORMED ON BEHALF OF MIAMIDADE COUNTY - The Consultant shall comply with the public records laws of the State of Florida (the “Public Records Laws”), including but not limited to: (1) keeping and maintaining public records required by the public agency to perform the service; (2) upon request from the public agency’s custodian of public records or the public, providing the public agency or the public with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law; (3) ensuring that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Consultant does not transfer the records to the public agency; and (4) upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the Consultant or keeping and maintaining the public records required by the public

agency to perform the service. If the Consultant transfers all public records to the public agency upon completion of the contract, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the contract, the Consultant shall meet all applicable requirements for the retention of public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

3.14.2 NOT USED.

3.14.3 NOT USED.

3.14.4 In accordance with Section 119.071(3)(b), Florida Statutes, building plans, blueprints, schematic drawings, and diagrams, including draft, preliminary, and final formats, which depict the internal layout and structural elements of a building, arena, stadium, water treatment facility, or other structure owned or operated by an agency, are exempt from Section 119.07 and Section 24(a), Article I of the Florida Constitution. This exemption applies to building plans, blueprints, schematic drawings, and diagrams, including draft, preliminary, and final formats, which depict the internal layout and structural elements of a building, arena, stadium, water treatment facility, or other structure owned or operated by an agency before, on, or after the effective date of this act. Information made exempt by this paragraph may be disclosed to another governmental entity with prior approval by the Owner if disclosure is necessary for the receiving entity to perform its duties and responsibilities; to a licensed architect, engineer, or Consultant who is performing work on or related to the building, arena, stadium, water treatment facility, or other structure owned or operated by an agency; or upon a showing of good cause before a court of competent jurisdiction. The entities or persons receiving such information shall maintain the exempt status of the information.

3.14.5 NOT USED

3.14.6 In addition to the above requirements in this Sub-Article, the Consultant agrees to abide by all federal, state, and County procedures, by which the documents are handled, copied, and distributed which may include, but is not limited to:

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

3.14.6.2 The Consultant and its Sub-consultant(s) agree in writing that the project documents are to be kept and maintained in a secure location.

- 3.14.6.3 Each set of the Project documents is to be numbered and the whereabouts of the documents shall be tracked at all times.
 - 3.14.6.4 A log is developed to track each set of documents logging in the date, time, and name of the individual(s) that works on or views the documents.
- 3.15 CORRECTIONS TO CONTRACT DOCUMENTS: The Consultant shall prepare, without added compensation, all necessary supplemental documents to correct errors, omissions, and/or ambiguities that may exist in the Contract Document prepared by the Consultant including the documents prepared by its Sub-consultants. Compliance with this Article shall not be construed to relieve the Consultant from any liability resulting from any such errors, omissions, and/or ambiguities in the Contract Documents and other documents or Services related thereto.
- 3.16 STANDARD OF CARE: Notwithstanding anything to the contrary in this Agreement or in any other contract document relating to the project, in performing its work under this contract Consultant shall perform its services to the standard of care of a reasonable architect or engineer that is performing the same or similar work, at the same time and locality and under the same or similar conditions faced by Consultant.
- 3.17 OWNER REPRESENTATIVE: The Owner will assign a Project Manager to the Project to coordinate all Owner responsibilities under this Agreement. All instructions from the Owner to the Consultant shall be issued by or through the Project Manager. The Consultant shall promptly inform the Project Manager in writing of any instructions received from others and of any other circumstances that arise that might affect the performance of the Services or of the Work.
- 3.18 NOTICE OF DEFAULT AND OPPORTUNITY TO CURE: If an Event of Default occurs in the determination of the County, the County shall notify the Consultant (the “Default Notice”), specifying the basis for such default, and advising the Consultant that such default must be cured immediately, or this Agreement may be terminated pursuant to Sub-Article 3.7.1. Notwithstanding, the County may, in its sole discretion, allow the Consultant to rectify the default to the County’s reasonable satisfaction within thirty (30) Days. The County may grant an additional period of such duration as the County shall deem appropriate without waiver of any of the County’s rights hereunder, so long as the Consultant has commenced curing such default and is effectuating a cure with diligence and continuity during such thirty (30) Day period or any other period which the County prescribes. The Default Notice shall specify the date the Consultant shall discontinue the Services upon the Effective Termination Date.
- 3.19 NON-EXCLUSIVITY: Notwithstanding any provision of this Non-Exclusive Agreement, the Owner is not precluded from retaining or utilizing any other Architect, Engineer, Design Professional, or other consultant to perform any incidental Basic Services, Additional Services, or other Professional Services within the contract limits defined in the agreement. The Consultant shall have no claim against the County as a result of the County, electing to retain or utilize such other Architect, Engineer, Design Professional, or other consultant to perform any such incidental Services.

- 3.20 CONTINUED ENGAGEMENT OF CRITICAL PERSONNEL: In accordance with Resolution No. R-744-00, the Consultant shall identify its critical personnel used on the Project in Exhibit 3, attached hereto and made a part hereof. Such critical personnel shall be the specific technical or professional personnel to perform the necessary services under this Agreement. Such critical personnel shall not be replaced except when the Owner determines, in its discretion, that the proposed replacement personnel has equal or greater qualifications or capabilities to perform the necessary services.
- 3.21 CONSULTANT RESPONSIBILITY
- 3.21.1 The Consultant is responsible for the professional quality, technical accuracy, completeness, performance, and coordination of all work required under the Agreement (including the work performed by Sub-consultants), within the specified time period and specified cost. The Consultant shall perform the work utilizing the skill, knowledge, and judgment ordinarily possessed and used by a proficient consulting Consultant with respect to the disciplines required for the performance of the work in the State of Florida. The Consultant is responsible for, and represents that the work conforms to, the Owner's requirements as set forth in the Agreement. Subject to the terms and conditions set forth in this 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 or Sub-consultants' misconduct, unlawful acts, negligent acts, errors, or omissions in the performance of the Agreement. The Consultant is responsible for the performance of work by Sub-consultants and in approving and accepting such work to ensure the professional quality, completeness, and coordination of Sub-consultant's work.
- 3.21.2 In addition to and without limiting all other rights and remedies that the Owner may have, including but not limited to the right to damages, the Consultant shall, at its expense, re-perform the Services to correct any deficiencies of the Services that result from the Consultant's failure to perform in accordance with the above standards for a period from the commencement of this Agreement until twelve (12) months following final acceptance of the Work. The Consultant shall not be liable for the Owner's project cost of utilizing a third party to replace or repair any defective materials and equipment and re-performance of any non-conforming construction services resulting from such deficient Consultant Services for the period from the commencement of this Agreement until twelve (12) months following final acceptance of the Work, or for the period of design liability required by applicable law.
- 3.21.3 The Owner shall notify the Consultant in writing of any deficiencies and shall approve the method and timing of the corrections. Neither Owner's inspection, review, approval, or acceptance of, nor payment for, any of the work required under the Agreement shall be construed to relieve the Consultant or any Sub-consultant of its obligations and responsibilities under the Agreement, nor constitute a waiver of any of the Owner's rights under the Agreement or of any cause of action arising out of the performance of the Agreement.
- 3.21.4 Upon Owner's notification of deficient or defective work stemming from the Consultant's services, the Consultant shall have fourteen (14) Days to respond to the Owner's claim. The Owner shall implement its procedure for

administrative review of the claim with notification to the Consultant of the findings from that review. Upon notification, the Consultant shall have fourteen (14) Days to request reconsideration of the findings.

- 3.22 **CONSULTANT PERFORMANCE EVALUATION:** In accordance with A. O. No. 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 County files for evaluation of future solicitations.
- 3.23 **ENTIRETY OF AGREEMENT:** This Agreement represents the entire and integrated Agreement between the Owner and the Consultant and supersedes all prior negotiations, representations, or agreements between the parties hereto, either written or oral, pertaining to the Project(s). This Agreement shall not be amended except by written Amendment.
- 3.24 **PROMPT PAYMENT:** It is the policy of Miami-Dade County that payment for all purchases by County agencies and the Public Health Trust shall be made in a timely manner and that interest payments be made on late payments. In accordance with Section 218.74, Florida Statutes, and Section 2-8.10.4.01 of the Code, the time at which payment shall be due from the County or the Public Health Trust 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 County Mayor, or his or her designee(s), not later than sixty (60) Days after the date on which the proper invoice was received by the County or the Public Health Trust.
- 3.25 **CERTIFICATION OF WAGE RATES:** In accordance with Section 287.055(5)(a), Florida Statute, the Consultant firm hereby certifies and warrants that wage rates and other factual unit costs, as submitted in support of the compensation provided are accurate, complete and current as of the date of this Agreement. It is further agreed that said compensation shall be adjusted to exclude any significant costs where the County shall determine that the contract price of services was increased due to inaccurate, incomplete or unclear wage rates or other factual unit costs. All such contract compensation adjustments shall be made within one (1) year from the date of final billing or acceptance of the Work by the County, or one (1) year following the end of the contract, whichever is later.
- 3.26 **ETHICS COMMISSION:** Pursuant to Section 2-11.1(w) of the Code, the Ethics Commission has jurisdiction over consultants and vendors. The Consultant firm must provide the Ethics Commission with a written report regarding its compliance with any restriction contained in the advisory opinion issued by the Ethics Commission to the Consultant firm, Sub-consultants, or team members within ninety (90) days of each Phase assignment. The report must be submitted to the Executive Director, Commission on Ethics and Public Trust at 19 West Flagler Street, Suite 207, Miami, Florida 33130.

- 3.27 TRUTH-IN-NEGOTIATION CERTIFICATION OF WAGE RATES: Pursuant to A.O. No. 3-39, for all lump sum costs or costs plus a fixed fee contract in which a fee will exceed one hundred ninety-five thousand dollars (\$195,000), the County will require the firm receiving the award to execute a Truth-In-Negotiation Certificate as required by Chapter 287, Florida Statutes. 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), Florida Statutes, the Consultant hereby certifies and warrants that wage rates and other factual unit costs, as submitted in support of the compensation provided in Article 8, 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.

- 3.28 SUSTAINABLE INFRASTRUCTURE REQUIREMENTS: The primary mechanism for determining compliance with the Sustainable Infrastructure Program shall be the ISI Rating System. All County-funded civil infrastructure projects are required to meet the standards delineated in Resolution No. R-617-17. Compliance shall be determined by completing a formal verification process with ISI, or as otherwise directed by the County's Sustainability Manager.

All categories of construction covered by Resolution No. R-617-17 shall be "Silver" or higher level rating under the Envision Rating System.

- 3.29 REMEDIES IN THE EVENT OF DEFAULT. If an Event of Default occurs, the Consultant shall be liable for all damages resulting from the default, including but not limited to:

- a) lost revenues;
- b) the difference between the cost associated with procuring Services hereunder and the amount actually expended by the County for re-procurement of Services, including procurement and administrative costs; and
- c) such other direct damages.

The Consultant shall also remain liable for any liabilities and claims related to the Consultant's default. The County may also bring any suit or proceeding for specific performance or for an injunction.

- 3.30 ENERGY EFFICIENCY TAX BENEFITS. The Consultant may be designated as the Designer/Construction Manager (the "Designer") for the energy efficient improvements incorporated in the Energy Consumption Reduction Project (the "ECR Project"):

1. The purpose is to allocate accelerated depreciation benefits pursuant to Section 179D of the Internal Revenue Code of 1986, as amended (the "IRS

Code”).

2. The design shall comply with the requirements of Section 179D of the IRS Code to enable the County to monetize these benefits.
3. If County and the Internal Revenue Service (“IRS”), determine that the Consultant is eligible and shall receive accelerated depreciation benefits as a “Designer” for the purposes of Section 179D of the IRS 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 County (the determination of rebate versus discount to be determined by 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.
4. The County reserves the right to retain a third-party consultant (the “Energy Efficiency Consultant”) to manage and administer the process of obtaining and monetizing the accelerated depreciation benefit derived from the Project and to designate the Energy Efficiency Consultant as the "Designer" of the energy efficient improvements for the purposes of Section 179D of the IRS Code; and
5. The Consultant agrees to cooperate in all reasonable respects with the Energy Efficiency Consultant’s and/or the County’s efforts to obtain and monetize any such benefits derived from the Project on behalf of the County.

The County shall have no obligation to: (a) designate any entity the Designer; (b) pursue such benefits on behalf of the Consultant]; or (c) cooperate with Consultant in securing these benefits.

- 3.31 DIRECT PAY. INVESTMENT TAX CREDIT, PRODUCTION TAX CREDIT, AND CLEAN ENERGY PRODUCTION TAX CREDIT. Consultant agrees to cooperate in all reasonable respects to support the County’s efforts to seek Direct Pay, Investment Tax Credit, Production Tax Credit, and Clean Energy Production Tax Credit through the benefits allowable from the IRA and IRS Tax Code. The Consultant shall provide the necessary support as requested for the County to obtain benefits under the above enumerated tax credits and direct pay. To the extent the Consultant may otherwise benefit financially from the monetization of such tax credits, the Consultant hereby agrees to discount its contract price or provide a cash rebate to the County (determination of rebate versus discount to be determined by County in its sole discretion), the amount equal to the total financial benefit realized by the Consultant at the time the financial benefit to the Consultant becomes ascertainable.

- 3.32 **AMERICANS WITH DISABILITIES ACT STANDARDS:** The design of this Project shall meet the standards delineated in the 2010 American with Disabilities Act Standards for Accessible Design.
- 3.33 **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 Contract or for any other purpose, the County reserves the right to retain such amount from payment due by County to the Consultant under this Contract. Such retained amount shall be applied to the amount owed by the Consultant to the County. The Consultant shall have no further claim to such retained amounts which shall be deemed full accord and satisfaction of the amount due by the County to the Consultant for the applicable payment due herein.
- 3.34 **NOT USED**
- 3.35 **ASPIRATIONAL POLICY REGARDING DIVERSITY:** Pursuant to Resolution No. R-1106-15, County vendors are encouraged to utilize a diverse workforce that is reflective of the racial, gender and ethnic diversity of Miami-Dade County and employ locally-based small firms and employees from the communities where work is being performed in their performance of work for the County. This policy shall not be a condition of contracting with the County, nor will it be a factor in the evaluation of solicitations unless permitted by law.
- 3.36 **CONSTRUCTION SERVICES:** If, under this Agreement, professional services are provided during the construction phase of the Project, Consultant shall not be responsible for or have control over means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Project.
- Consultant does not guarantee and shall have no liability for the failure of contractors performing construction work to comply with any construction schedules or any plans or specifications or to perform the work to contract prices or to achieve anticipated construction costs.
- 3.37 **CONSTRUCTION INSURANCE:** The County agrees to require that Consultant be named as an additional insured on the General Liability and Builders All Risk insurance coverages provided by contractors on the Project.
- 3.38 **SUBSURFACE INVESTIGATIONS:** In soils, foundation, groundwater, and other subsurface investigations, the actual characteristics may vary significantly between successive test points and sample intervals and at locations other than where observations, exploration, and investigations have been made. Because of the inherent uncertainties in subsurface evaluations, changed or unanticipated underground conditions may occur that could affect total cost and/or execution of projects. These conditions and cost/execution effects are not the responsibility of Consultant.
- 3.39 **DISPUTE RESOLUTION:** 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: (i) questions as to the value, acceptability and fitness of the Services; (ii) questions as to either party's (a "Party", and collectively the "Parties"), fulfillment of its obligations under the contract; (iii) questions as to the interpretation of the Scope of Services; and (iv) claims for damages, compensation and losses.

1. 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.
2. 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, either Party may initiate a dispute with written notice to the other Party in accordance with the procedures set forth in this Section. **Exhaustion of these procedures shall be a condition precedent to any lawsuit permitted hereunder.**
3. In the event of such dispute, the Parties authorize the County Mayor or County Mayor's designee, who may not be the Project Manager or anyone associated with this Project, acting personally, to decide all questions arising out of, under, or in connection with, or in any way related to or on account of the Agreement (including but not limited to claims in the nature of breach of contract, fraud or misrepresentation arising either before or subsequent to execution hereof), and the decision of each with respect to matters within the County Mayor's purview as set forth above shall be conclusive, final and binding on the Parties. Any such dispute shall be brought, if at all, before the County Mayor within ten (10) Days of the occurrence, event or act out of which the dispute arises.
4. The County Mayor or County Mayor's designee may base this decision on such assistance as may be desirable, including advice of experts, but in any event shall base the decision on an independent and objective determination of whether Consultant's performance or any deliverable meets the requirements of this Agreement and any specifications with respect thereto set forth herein. The effect of any decision shall not be impaired or waived by any negotiations or settlements or offers made in connection with the dispute, whether or not the County Mayor participated therein, or by any prior decision of others, which prior decision shall be deemed subject to review, or by any termination or cancellation of the Agreement. All such disputes shall be submitted in writing by the Consultant to the County Mayor for a decision, together with all evidence and other pertinent information regarding such questions, in order that a fair and impartial decision may be made. Whenever the County Mayor is entitled to exercise discretion or

judgement or to decide or form an opinion pursuant to the provisions of this Sub-article, such action shall be fair and impartial when exercised or taken. The County Mayor, as appropriate, shall render a decision in writing and deliver a copy of the same to the Consultant. Except as such remedies may be limited or waived elsewhere in the Agreement, Consultant acknowledges and agrees that it will utilize the procedures in this Sub-article before instituting any action or proceeding. **If the Consultant fails to do so, the Consultant has not exhausted its administrative remedies.** Consultant reserves the right to pursue any contractual remedies available under law for alleged breach of the Agreement after exhausting the provisions of this Sub-article.

- 3.40 FORCE MAJEURE: No Party hereto shall be liable for its failure to carry out its obligations under the Agreement during a period when such Party is rendered unable by a Force Majeure event, to carry out such obligations, but the obligation of the Party or Parties relying on such Force Majeure shall be suspended only during the continuance of any inability so caused and for no longer period of said unexpected or uncontrollable event, and such cause shall, so far as possible, be remedied with all reasonable promptness.

The right of any Party to excuse its failure to perform by reason of Force Majeure is conditioned upon such Party giving, to the other Party, written notice of its assertion that a Force Majeure delay has commenced within ten (10) Days after such commencement, unless there exists good cause for failure to give such notice, in which event, failure to give such notice shall not prejudice any Party's right to justify any non-performance as caused by Force Majeure unless the failure to give timely notice causes material prejudice to the other Party or Parties

- 3.41 PERMITTING: In cases where the scope of services requires Consultant to submit, on behalf of the Owner, a permit application, Consultant does not make any warranties, guarantees or representations as to the success of our effort on behalf of the Owner. Payment for services rendered by Consultant is not contingent upon the successful acquisition of these permits, but shall be paid commensurate to the actual Work performed and Services provided. Consultant shall not be responsible for regulatory agency delays.

ARTICLE 4

BASIC SERVICES (REFER TO EXHIBIT 1)

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

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

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

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

Upon receipt by the Consultant of a Service Order to proceed with Phase 100 services, the Consultant shall prepare and submit to the Owner, for its review and approval, a DSCMP for the first two Phases of the Project that conforms to the Project and Phase durations contained in the schedule in the Special Provisions.

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. 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.

For detailed information regarding Basic Services refer to Exhibit 1.

- 4.2.1 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 solid waste management projects of this type.
- 4.2.2 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.
- 4.2.3 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, as needed during construction.
- 4.2.4 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.
- 4.2.5 All services performed during Phases 100 through 600 of the Basic Services shall comply with and be in conformance with Exhibit 1. The Project shall be designed in consideration of sea level rise projections. Pursuant to Section 2-1 of the Code (Board of County Commissioners Rule 5.09), all activity as a result of this contract, including building elevation, installation of mechanical and electrical systems, and building and infrastructure design plans shall consider sea level rise projections and potential impacts as best estimated at the time of the Project, using the regionally consistent Unified Sea Level Rise Projections, during all Project 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.

In addition, the Project shall be designed so as to be able to achieve at a minimum third-party verified Envision Silver certification, per the version most recently adopted by the ISI, and the required Prescriptive Path elements. The required Prescriptive Paths elements are described in Section VII of IO No. 8-8, and include cool roof, benchmarking energy and water use, electric vehicle (“EV”) charging station, life cycle cost analysis, solar feasibility checklist and solar water heating systems.

- 4.2.5.1 The ENV SP shall complete the “additional County Policy Requirements and Best Practice Recommendations” checklist for submission to the Sustainability Manager. The checklist is available from the Sustainability Manager. The completed checklist is due upon completion of the project’s planning stage or before the 30% design phase is completed, at the latest. The ENV SP shall identify and review utility and governmental efficiency programs, rebates, and incentives that the Project is eligible for and those that it will apply for. The ENV SP shall develop and implement an Envision certification plan to monitor and document progress during design and construction.

Implementation shall include, but not be limited to, the following through-out all Phases: (a) coordinate and verify selected materials, actions, and systems are Project-appropriate and meet Envision credit criteria; (b) collect, organize, and prepare documents required for Envision certification, and performance verification; and (c) register the Project with ISI, providing follow-through in attaining the required level of Envision certification.

- 4.2.6 To demonstrate compliance and track performance, all ENV SP shall submit biannual status reports to the Sustainability Manger, in the form required by the Sustainability Manager, regarding the status and/or accomplishments for each of its Public Projects covered by IO No. 8-8, including status updates for performance contracting projects. The ENV SP shall enable utility tracking via the County's utility billing management software, EnergyCAP, compliance with ENERGY STAR Portfolio Manager Data Collection Worksheet, and Benchmarking to be implemented once the Project comes online.
- 4.2.7 Throughout all Phases of the Basic Services, the Consultant shall coordinate its Services with other Owner provided consultants.
- 4.2.8 Throughout all Phases of the Basic Services, the Consultant shall submit to the Owner the deliverables listed under the various Phases in a 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 actually 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 therefore.
- 4.2.9 The Consultant shall submit estimates of Probable Construction Cost, as described in the Definitions. The estimates are to be prepared by a Professional Construction Estimator. Compensation to the Professional Construction Estimator shall be the sole responsibility of the 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.
- 4.2.10 To the extent authorized by Service Order, Submittals shall include a "Project Envision points estimate" and narrative, as appropriate, describing the materials,

actions, and systems being incorporated in the Project to attain the stated Envision certification category.

- 4.2.11 Throughout all Phases of the Basic Services, all drawings shall be produced electronically using AUTOCAD software which shall be within two (2) years of the latest release. The CONSULTANT must submit all original working drawings in an electronic vector format with an AUTOCAD drawing extension ".dwg". Within the drawing, all external reference files must be bound into one file that represents each of the drawings (hardcopy/prints) in the construction document set. With each submittal, all supporting electronic files, such as images, fonts and line types, shall be included with the drawings. All drawings must comply with and use a layering format adopted by the Owner.

The Owner retains all rights to further use of all electronic drawings as well as blocks, linotypes, layering convention and any other information contained in the electronic drawings that are needed to reproduce the drawings in the construction document set. If another software package is used to produce the drawings, the CONSULTANT is responsible for the conversion to an AUTOCAD format as stated above and must fix any anomalies in the electronic drawing before submitting the electronic drawings and submit all drawings utilizing the Owner's drawing layer scheme. This information can be obtained through DSWM Technical Support.

- 4.2.12 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 and shall generally consist of the digital plot files and digital working files as indicated above and shall be organized and submitted on compact storage discs (CD) compatible with Owner's "Windows" operating system. This information can be obtained through DSWM Technical Support.

- 4.2.13 The Consultant shall, through the Project Manager, schedule a review(s) of all plans and programs with the user representatives of the Owner.

- 4.2.14 Recognizing that the construction of other projects may affect scheduling of the construction for each Project Element or components thereof, the Consultant shall diligently coordinate the performance of the Services with the Owner and its designees in order to provide for the safe, expeditious, economical, and efficient completion of the Project, without negatively impacting concurrent work by others .

- 4.2.15 To the extent authorized by Service Order, a formal Value Analysis/Engineering study will be conducted at the end of Basic Services Phase 200. The Consultant shall assist as directed by the Project Manager in the value analysis process.

- 4.2.16 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 Sub-consultants). 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.
- 4.2.17 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. Service Orders to proceed may not be issued if the Probable Construction Cost, as submitted by the Consultant exceeds the total Owner allocated funds for the construction of the Project. No further progress payment shall be made should the Probable Construction Cost in any Phase exceed the Budget, until an alternate design is provided at no additional compensation, to bring the cost within the Project Budget limitations.
- 4.2.18 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 at each Phase. The level of detail of the cost loaded schedule at each Phase shall be commensurate with the level of detail of the latest Probable Construction Cost.

4.3 PROGRAM VERIFICATION AND PREPARATION OF SCHEMATIC DESIGN DOCUMENTS

- 4.3.1 Program Verification (a part of Phase 200 in Exhibit 1): Based upon the Program drawings, preliminary budget, and Design Guidelines, 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 the following areas:
- 4.3.1.1 Program: The Consultant shall examine and shall confirm user requirements and determine requirements for additional studies, verify the physical/spatial characteristics of the Project, the completeness of the Program.
- 4.3.1.2 Owner's drawings: The Consultant shall examine and verify all as-built conditions as to their completeness and accuracy as depicted on the Owner's drawings.

- 4.3.1.3 Project Budget: The Consultant shall examine in detail, the budgeted construction costs of the selected site. 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.
- 4.3.1.4 Utilities Investigation: The Consultant shall evaluate the utilities information and determine the adequacy of existing utilities to accommodate the additional utility loads imposed by the Project Element(s), and incorporate such information into the design.
- 4.3.1.5 Surveys: The Consultant shall be responsible for obtaining any survey information that is required for the completion of the project and was not provided by the Owner.
- 4.3.1.6 Soil Investigations: To the extent authorized by Service Order, The 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.
- 4.3.1.7 Discrepancies between Existing Conditions and Depicted Conditions: Any discrepancies between the actual, existing conditions and conditions depicted on drawings or other information provided by the Owner shall be noted by the 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.
- 4.3.1.8 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.

- 4.3.1.9 Art in Public Places: To the extent authorized by Service Order, 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 Section 2.11.15 of the Code 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 Director of Art in Public Places shall approve the final concept and location. The final choice of the artist(s) will be made by the Art in Public Places Trust, upon recommendation of the Art in Public Places Professional Advisory Committee. As part of its Master Plan, Art in Public Places encourages and will give preference to collaborative projects between the artist(s) and the 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 Consultant 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 Consultant for compliance with the Contract Documents.

- 4.3.2 Preparation of Schematic Design Documents (a part of Phase 200 in Exhibit 1): Upon the written confirmation from the Consultant that all elements of the Project have been identified and the cost budget 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 deliverables including but not limited to the following:

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

4.3.2.2 Schematic Design Studies: The Schematic Design studies shall consist of all plans, elevations, sections, perspectives, etc., as required to show the scale and relationship of the design concept to surrounding facilities and other Project Elements plus a narrative report, setting forth in appropriate detail, the criteria to be used in preparing the Contract Documents for the Project Elements and identifying all major equipment and systems required, including alternative items as appropriate, and Work Sequencing Schedules. Design areas and elements beneficial to attaining the required Envision 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 Consultant, 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.

- 4.3.2.3 **Drainage:** To the extent authorized by Service Order, 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.
- 4.3.2.4 **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. It shall delineate the nature, extent, and location of site access, required temporary barricading, signing, marking, and lighting for the work areas for the Project. The safety plan shall also be coordinated with appropriate Owner staff.
- 4.3.2.5 **Work Sequence and Staging Plan:** The Consultant shall develop a Work Staging Plan to avoid adverse impacts on existing solid waste management operations and shall advise the Owner in writing of the remaining adverse impacts, if any, and estimated increase in Project costs that would result from such staging plan. The Consultant shall develop a Work Sequencing Schedule showing the sequence of the construction and the relative time frame within the overall construction period. Alternative plan(s) and associated cost(s) shall also be developed and submitted, along with an analysis by the Consultant of pertinent factors and relative merits of each plan, even if such alternative plan(s) would adversely impact solid waste management operations. The decision as to which plan to use will be made by the Owner, and the Consultant will be informed of such decision in writing.
- 4.3.2.6 **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.
- 4.3.2.7 **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.

4.3.2.8 Project Envision point estimate: To the extent authorized by Service Order, the Consultant shall submit the Project Envision point estimate. The Project Envision point estimate shall be updated for each successive Phase and kept current. No further progress payment shall be made should the Project Envision point estimate in any Phase fail to meet or exceed the top three (3) points in the specified Envision certification category.

4.3.2.9 Envision Certification Plan: To the extent authorized by Service Order, the Consultant shall submit an Envision certification plan for the Project which shall detail the steps necessary to attain the specified Envision certification category and how each is to be implemented during design and construction of the Project. The Envision certification plan shall be updated for each successive Phase and kept current. Successive submittals shall show progress level of each step and directly correspond to the design decisions of each Phase.

4.3.3 The Owner may direct the Consultant, by Service Order, to combine specified portions of the Phases for 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 will be combined to establish the total duration for the combined Phase, which will equal the sum of the durations for the individual Phases.

4.3.4 The Consultant shall not proceed with the Design Development until appropriate written approvals and comments on the deliverables for previous Phase and a Service Order for the following Phase for Basic Services is received from the Owner. All comments shall be addressed, in writing, and reflected in the appropriate Phase documents. The Consultant understands that such approvals, comments, and Service Order may be received individually and at different times.

4.4 DESIGN DEVELOPMENT (a part of Phase 200 in Exhibit 1)

4.4.1 Upon receipt from the Owner of a Service Order for Phase 200 Basic Services, the Consultant shall prepare Design Development documents from the approved Schematic Design documents developed in the performance of the Basic Services. Basic Services shall produce the submittals as more fully detailed in

Exhibit 1. 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 200 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 200 Basic Services, such additional plans and programs shall be prepared and included in the Design Development documents.

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

4.4.3 Upon receipt from the Owner of a Service Order, the Consultant shall participate in a Value Analysis ("VA"), including Life Cycle Cost Analysis. The Consultant will provide documents, make an opening presentation relative to the contents of those documents, respond to questions posed. Recommendations agreed to and required by the Owner will be incorporated by the Consultant into the Phase 200 Services.

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

The Consultant shall submit all documents required under Phase 200 Design Development for review and comments by the Owner. The Design Development documents submitted shall also include updates to the 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 latest Probable Construction Cost indicates that the Project cost shall be more than the approved Probable Construction Cost, 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 Probable Construction Cost within or below the approved Probable Construction Cost.

- 4.4.4 The Consultant shall prepare exhibits required to convey the intent of the design during Phase 200 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 200 Design Development drawings shall specifically note areas, systems, and/or items necessary for conformance to the required Project Envision certification category. If applicable, the Project Envision points estimate shall be updated at every submission and coordinated with the Probable Construction Cost estimate and the Envision certification plan. The Project Envision points estimate shall be realistic and not less than the top three (3) points specified in the certification category for the Project.
- 4.4.5 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 Phase 200 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 200 Basic Services.

4.5 CONTRACT DOCUMENTS (a part of Phase 200 in Exhibit 1)

4.5.1 30% Complete Contract Documents

- 4.5.1.1 Upon receipt of a Service Order for Phase 200 Basic Services, the Consultant shall prepare the 30% Contract Documents from the approved Design Development documents developed in the performance of the Phase 200 Basic Services. Phase 200 Basic Services shall produce the submittals as more fully detailed in Exhibit 1.
- 4.5.1.2 To the extent authorized by Service Order, 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 DSWM SWPPP guidance manual for information on preparing an individual SWPPP for Owner approval and Consultant implementation.

- 4.5.1.3 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.
- 4.5.1.4 The Consultant shall submit all documents required under - 30% Contract Documents for review and comments by the Owner. The 30% Contract Documents submittal shall apply to all applicable disciplines including, but not limited to, architectural, structural, mechanical/HVAC/plumbing/fire protection, electrical, and civil. The 30% Contract Documents submittal shall include CSI Divisions 1 through 16. The 30% Contract Documents submitted shall also include updates to the previous 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 Design Development. If the latest Probable Construction Cost is higher than the previous Probable Construction Cost, no further 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 latest Probable Construction Cost within or below the approved Probable Construction Cost. The Consultant shall not proceed with the following phase until appropriate written approvals and comments on the deliverables for Phase 300 and a Service Order for Phase 300 Basic Services are received from the Owner. All comments shall be addressed in Phase 300. The Consultant understands that such approvals, comments, and Service Order may be received individually and at different times. For Envision certified projects, the Consultant shall prepare and include drawings and specifications of each discipline identifying the specific elements that will qualify for Envision points, as well as the Envision point estimate. Specific areas, items, and elements that contribute to the Owner-required Envision category shall be listed, keyed, or otherwise highlighted for review purposes.
- 4.5.1.5 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 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 200 and Phase 500.

4.6 BID DOCUMENTS (a part of Phase 300 in Exhibit 1)

- 4.6.1 After review by the Owner of the Phase 200 Documents, the Consultant shall respond to all comments in writing within seven (7) Days after receipt of the comments from the Owner, acknowledging acceptance of the comments(s) which will be incorporated into the documents , and identifying the rejection of those comments not to be incorporated as approved by the Owner.
- 4.6.1.1 The Consultant shall assemble and submit a consolidated set of Contract Documents for back-check by the Owner. This set will reflect the revisions required after the review by the Owner.
- 4.6.1.2 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.
- 4.6.2 Upon final approval of the back-checked Phase 200 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 Contract Documents shall be submitted to the Owner for approval.
- 4.6.3 Project registration with ISI for certification shall be undertaken or updated, as appropriate.

4.7 BIDDING AND AWARD OF CONTRACT (a part of Phase 300 of Exhibit 1)

- 4.7.1 Upon approval of the 100% complete Contract Documents and the issuance of a Service Order by the Owner for the Phase 300 Basic Services, the Consultant shall furnish the number of bound sets of the 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.
- 4.7.2 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.

- 4.7.3 The Consultant shall, with prior approval and authorization by the Owner, develop, print, and distribute addenda and responses to bidder's inquiries.
- 4.7.4 The Consultant shall: (i) prepare three (3) sets of Contract Documents in hardcopy format, and two (2) sets in a commercially available software, editable electronic format (CD's, DVD's), conformed with Addenda (if any) pasted or included therein for use by the Owner; (ii) prepare a tabulation of bids received; (iii) analyze the bids; and (iv) 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.
- 4.7.5 If the lowest qualified, responsive, and responsible bid received exceeds the approved Phase 200 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.
- 4.7.6 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.
- 4.8 FIELD SERVICES (a part of Phase 600 of Exhibit 1)
- 4.8.1 Upon receipt of a Service Order for Phase 600 Field Services, the Consultant shall provide the Services as set forth herein. The Field Services will begin upon receipt of a Service Order. The Field Services will end when the final request for payment from the Contractor has been approved by the Owner, the Contractor has submitted its Report of Contract Completion, and the Record Drawings (As-Built Drawings) and has completed all other Services required, including the warranty related services.
- 4.8.2 The Consultant shall provide the Owner a staffing plan including individual resumes that the Consultant, including Sub-consultant(s), intends to use during the Field Services for review by the Owner for adequate staffing.

- 4.8.3 The Consultant shall submit or otherwise affirm that it has submitted all necessary and requested data to ISI for the attainment of the Envision certification category requested by the Owner.
- 4.8.4 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.
- 4.8.5 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, Service Order 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 field personnel.
- 4.8.6 The Consultant shall review and certify the amounts due to the Consultant and issue Certificates for Payment in such amounts. The Consultant's certification for payment shall constitute a representation to the Owner, based on the Consultant's evaluation of the Work and on the data comprising the Consultant's Application for Payment, that the Work has progressed to the point indicated and that, to the best of the Consultant's knowledge, information and belief, the quality of the Work is in accordance with Contract Documents. The foregoing representations are subject to minor deviations from the contract documents correctable prior to completion and to specific qualifications indicated by the Consultant. Such certification 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 Consultant's measurements for work satisfactorily completed.
 3. The results of any subsequent test required by the Contract Documents.

4. The review of as-built drawings to determine completeness and accuracy up to the date of the pay request.
 5. Any specific qualifications stated in the request for payment.
 6. The Field Representative's confirmation of the cost of labor, materials, and equipment for cost-plus work including disputed work.
 7. Compliance with all Envision required activities. The review of the Consultant's Envision 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, necessary to attain maximum possible Envision certification points, up to the date of the pay request.
- 4.8.7 The Consultant shall assist the Project Manager, the Field Representative, and other consultants in reviewing and evaluating all Consultant's claims relating to the cost, execution, and progress of the Work and on all other matters or questions related thereto including, but not limited to, change orders, work orders and potential work orders.
- 4.8.8 The 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.
- 4.8.9 The Consultant shall provide general consultation and advice, interpret the Plans Specifications, and other such Contract Documents in order to clarify the intent of the Consultant with respect to the contents of the Contract Documents.
- 4.8.10 The Consultant shall promptly review and approve shop drawings, samples, and other submissions of the Consultant(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 Consultant for which the Owner may be responsible.

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

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

4.8.12.1 Inspections for Substantial Completion for all or a portion of the Work:

The 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. Punch Lists shall record:

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

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

4.8.12.3 Determination of Substantial Completion: When the Punch List of defective items has been reduced to the point at which, in the judgment of the Consultant and Field Representative, the Work can be immediately utilized for its intended purpose, division of responsibility for carryover items from the Consultant to the Owner has been set forth, and all Punch List items are judged to be capable of completion in not more than sixty (60) Days 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.

4.8.12.4 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.

4.8.12.5 Determination That the Work Is Not Substantially Complete: If the required submittals and actions by the Consultant 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 Consultant in writing that Substantial Completion cannot be declared, and include a list of deficient Consultant's submittals, deficient Consultant'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.

4.8.12.6 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 Consultants to complete each item of work in the event of the Consultant's failure to complete. Upon approval by the Owner, this retainage for uncompleted work shall be deducted from the retainage amount otherwise due the Consultant at the time of Substantial Completion. Retainage for uncompleted work will not be paid until the Consultant completes all uncompleted items.

4.8.12.7 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.

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

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

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

B. Two (2) sets of electronic drawings:

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

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

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

- C. Building Information Modeling (“BIM”) – To the extent authorized by Service Order, the Consultant shall employ the use of BIM technology utilizing Autodesk Revit software.

The drawings shall be presented to the Project Manager for transmittal of one (1) copy of each format, through the Commissioning Team, to the designated representatives of the DSWM Division of Technical Support.

- 4.8.13.2 The complete set of 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 drawings prepared by the Consultant 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.
- 4.8.13.3 The Consultant shall furnish to the Owner in an electronic database (Microsoft Excel 2000 or higher) an index, summary, and copies of all warranty documents required to be furnished by the Consultant under the consolidated Contract Documents. The Field Representative and Consultant 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.
- 4.8.13.4 To the extent authorized by Service Order, 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 Consultant 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.
- 4.8.13.5 In addition to the requirements set forth above, the Consultant shall perform those duties of the Consultant as set forth in the Contract Documents.
- 4.8.13.6 Envision Certification Documents: The Consultant shall furnish to the Owner copies of the Envision Certification Documents necessary to obtain the required Envision 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 Consultant’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 Consultant as adequate in form and substance for submittal to the certifying body. The Consultant shall also make the application to the certifying body for certification, for review and submittal to the certifying body.

4.9. MEETINGS AND REPORTS (a part of Phase 100 in Exhibit 1)

4.9.1. 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 Consultants, 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.

4.9.2. 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.

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

4.9.3. Partnering: The Owner has committed itself to the practice of partnering, a team commitment to create an environment in which design and construction differences are dealt openly, with members of the design and construction team taking responsibility for timely and cost-conscious performance. The process will start

with key participants of the Project team, including 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.

ARTICLE 5

ADDITIONAL AND FIELD SERVICES

- 5.1 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.
- 5.2 ADDITIONAL SERVICES: Additional Services listed below are beyond the requirements for Basic Services under this Agreement and shall be performed upon receipt of a Service Order.
- 5.2.1 Special analyses of the needs of the Owner related to financial feasibility, or other special studies not otherwise necessary for the satisfactory performance of the Basic Services.
- 5.2.2 Incorporation of any User recommendations, as approved by the Owner, into drawings subsequent to Phase 300.
- 5.2.3 Any Services after Owner's acceptance of Phase 300 documents by the Owner relative to future facilities, systems, and equipment but not intended to be included in the Contract Documents.
- 5.2.4 Services with respect to verification of Owner-supplied information that cannot be made visually or by careful review of the available information, but which requires extraordinary investigation, such as excavation, demolition or removal, as well as investigations and the development of additional information, as agreed to by the Owner, required as a result of deficiencies in the as-built conditions, utility information, survey information and/or soils investigation which are deemed necessary to provide a satisfactory basis on which to perform the Basic Services.
- If any independent engineering, testing laboratory or surveyor is employed by the 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.
- 5.2.5 Extra work required, as directed by the Owner, to break the Project into more bidding packages than specified herein, including making studies and advising the Owner of the number and type of construction contracts, taking into consideration phasing and coordination of work with the Consultants, cost impact, and the requirements and needs of the Owner and Users (if applicable).

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

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.

Should the Consultant fail to perform these Field 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.

ARTICLE 6

REIMBURSABLE EXPENSES

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

- 6.1 Sub-consultants not included as part of the original Consultant's team, when recommended by the Consultant, and approved by the Owner in writing, and when in the opinion of the Consultant, said Sub-consultant services are necessary of the accomplishment of the Services.
- 6.2 NOT USED
- 6.3 All printing and reproduction costs, in excess of that required under Basic Services. Such costs will be reimbursed at the same rate paid by the Owner to its vendors. Printing costs for internal coordination, reviews, and other in-house uses will not be reimbursed.
- 6.4 As approved by the County, living and traveling expenses of employees and principals, when (i) away from Miami-Dade County or (ii) away from the normal home office location of such employees and principles on business in conjunction with authorized Basic Services or Additional Services or (iii) Project relocated employees, principles or sub-consultants for assignments to the Work Site, as limited by A.O. No. 6-1, "Travel on County Business" and Resolution No. R-1345-03. Records must include employee name, dates, points of travel, mileage rate, lodging, and meals.
- 6.5 Fees paid to the certifying body for ENVISION project registration and certification will be reimbursed at the ISI member rates. All ENVISION expedited project reviews will be approved in advance by the Owner.
- 6.6 BIM software license fees for license obtained under the Owner's name will be reimbursed.

ARTICLE 7

EQUAL EMPLOYMENT OPPORTUNITY AND AFFIRMATIVE ACTION

- 7.1 **EQUAL EMPLOYMENT OPPORTUNITY:** The Consultant shall not discriminate against any employee or applicant for employment because of race, color, national origin, religion, ancestry, sex, pregnancy, age, disability, marital status, familial status, sexual orientation, gender identity or gender expression or status as victim of domestic violence, dating violence or stalking, nor in accordance with the Americans with Disabilities Act, discriminate against any otherwise qualified employees or applicants for employment with disabilities who can perform the essential functions of the job with or without reasonable accommodation. The Consultant shall take affirmative actions to ensure that applicants are employed and that employees are treated during their employment without regard to race, color, national origin, religion, ancestry, sex, pregnancy, age, disability, marital status, familial status, sexual orientation, gender identity or gender expression or status as victim of domestic violence, dating violence or stalking. Such actions include, but are not limited to, employment, upgrading, transfer or demotion, recruitment, recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship.

The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices provided by the County setting forth the provisions of this Equal Employment Opportunity clause. The Architect/ Engineer shall comply with all applicable provisions of the Civil Rights Act of 1964, Executive Order 11246 of September 24, 1965, as amended by Executive order 11375, revised Order No. 4 of December 1, 1971, as amended, and the Americans with Disabilities Act. The Age Discrimination in Employment Act effective June 12, 1968, the rules, regulations and relevant orders of the Secretary of Labor, Sections 112.041, 112.042, and 112.043 of Florida Statutes, and Sections 11A1 through 13A1, Articles 3 and 4 of the Code.

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

- 7.2 **NONDISCRIMINATORY ACCESS TO PREMISES AND SERVICES:** The Consultant, for itself, its personal representatives, successors in interest, and assigns, as part of the consideration hereof, does hereby covenant and agree as a covenant that: (1) no person on the grounds of race, color, national origin, religion, ancestry, sex, pregnancy, age, disability, marital status, familial status, sexual orientation, gender identity or gender expression or status as victim of domestic violence, dating violence or stalking shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of the premises, including the construction of any improvements, or services provided the Consultant; and (2) the Consultant shall obligate their sub-consultants to the same nondiscrimination requirements imposed on the Consultant and assure said requirements are included in those sub-agreements.

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

7.4 NONDISCRIMINATION: During the performance of this Agreement, the Consultant agrees as follows: The Consultant shall, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to race, color, national origin, religion, ancestry, sex, pregnancy, age, disability, marital status, familial status, sexual orientation, gender identity or gender expression or status as victim of domestic violence, dating violence or stalking. The Consultant shall furnish all information and reports required by Executive order 11246 of September 24, 1965, as amended by Executive order 11375 and by rules, regulations, and orders of the Secretary of labor, or pursuant thereto, and will permit access to Consultant’s books, records, accounts by the County and Compliance Review Agencies for purposes of investigation to ascertain by the compliance with such rules, regulations, and orders. In the event of the Consultant’s noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, and orders, this Agreement may be cancelled, terminated, or suspended in whole or in part in accordance with the Termination of Agreement section hereof and the Consultant may be declared ineligible for further contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 and such sanctions as may be imposed and remedies invoked as provided in Executive Order 11375 and such sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 as amended or by rules, regulations, and orders of the Secretary of Labor, or as otherwise provided by law.

The Consultant will include Sub-Article 7.1 “Equal Employment Opportunity” and Sub-Article 7.2 “Nondiscriminatory Access to Premises and Services” of this Article in Consultant subcontracts in excess of \$10,000.00, unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375, so that such provisions will be binding upon each Sub-consultant.

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

7.5 DISABILITY NONDISCRIMINATION AFFIDAVIT: By entering into this Agreement with the County and signing the Disability Nondiscrimination Affidavit, the Consultant attests that it is not in violation of the Americans with Disabilities Act of 1990 (and related

Acts) or Resolution No. R-385-95. If the Consultant or any owner, subsidiary or other firm affiliated with or related to the Consultant is found by the responsible enforcement officer of the Courts or the County to be in violation of the Act or the Resolution, such violation shall render this Contract terminable in accordance with Sub-Article 3.7 “Termination of Agreement” hereof. This Agreement shall be void if the Consultant submits a false affidavit pursuant to this Resolution or the Consultant violated the Act or the Resolution during the term of this Agreement, even if the Consultant was not in violation at the time it submitted its affidavit.

- 7.6 **AFFIRMATIVE ACTION/NON-DISCRIMINATION OF EMPLOYMENT, PROMOTION, AND PROCUREMENT PRACTICES:** In accordance with the requirements of Section 2-8.1.5 of the Code, all firms with annual gross revenues in excess of five million dollars (\$5,000,000) seeking to contract with the County shall, as a condition of award, have a written Affirmative Action Plan and Procurement Policy on file with the County’s Internal Services Department, Small Business Development Division (“SBD”). Said firms must also submit, as a part of their proposals/bids to be filed with the Clerk of the Board, an appropriately completed and signed Affirmative Action Plan/Procurement Policy Affidavit.

Firms whose Boards of Directors are representative of the population make-up of the nation are exempt from this requirement and must submit, in writing, a detailed listing of their Boards of Directors, showing the race or ethnicity of each board member, to SBD. Firms claiming exemption must submit, as part of their proposal/bids to be filed with the Clerk of the Board, an appropriately completed and signed Exemption Affidavit in accordance with Section 2-8.1.5 of the Code. These submittals shall be subject to periodic reviews to assure that the entities do not discriminate in their employment and procurement practices against minorities and women-owned businesses.

It will be the responsibility of each firm to provide verification of their gross annual revenues to determine the requirement for compliance with the Code. Those firms that do not exceed \$5 million annual gross revenues must clearly state so in their bid/proposal.

- 7.7 **CONTRACT MEASURES:** The Consultant is required under this Agreement to achieve Small Business Enterprise Architecture and Engineering Program goals in accordance with the contract measures applied to this Project as shown in Article 9 “Special Provisions” of this Agreement and the attached SBE Implementing Order Nos. 3-32 and 3-41, SBD Worksheet, Letter(s) of Agreement and Schedule of Intent affidavit(s) (Exhibit 4) as presented in the Consultant’s Proposal for the Project.

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

ARTICLE 8

COMPENSATION FOR SERVICES

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

All allocations of money between Basic, Field Services, Work-Related, and Additional services are for budgetary purposes only. The County, in issuing Service Orders, may transfer monies between such service categories without restraint, subject to the overall contract allocation for this Agreement. No payment will be made to the Consultant for work performed without a Service Order. The Consultant agrees that all such Services can be provided within the awarded amount of this Agreement.

- 8.1 COMPENSATION FOR SERVICES: Unless otherwise authorized by Amendment to this Agreement, payments to the Consultant for Basic Services, Field Services, Work-Related and Additional Services and Reimbursable Expenses performed shall be the Fixed Lump Sum amount of **\$59,090,909.00** and shall be disbursed as reflected herein.
- 8.2 PAYMENT FOR SERVICES: The fee for Services to be provided under each service Order, will be computed by one of the following methods as mutually agreed to by the Owner and the Consultant:

Fixed Lump Sum
Multiple of Direct Salaries

- 8.2.1 Fixed Lump Sum: Under this compensation basis, the Consultant agrees to perform specifically described services for an agreed fixed dollar amount of compensation.
- 8.2.2 Multiple of Direct Salaries: Under this compensation basis, the Consultant is compensated for the time of personnel engaged directly in performing Services under this Agreement. The compensation to be paid shall consist of the Direct Salaries of such personnel, as reported to the Director of the United States Internal Revenue Services, times a multiple of such Direct Salaries. A not-to-exceed cap for the total fee for assignments given under this compensation basis shall be established prior to the issuance of the initial Services Order.
- 8.2.3 The Fee to the Consultant based on a Multiple of Direct Salaries shall be determined as follows:
- 8.2.3.1 Compensation for the Principal shall be at the flat rate without application of any multiplier of **\$250.00** per hour.

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

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

- 8.2.3.1.1 Compensation for home office personnel performing Services shall be a multiple of 2.8 times Direct Salaries. The maximum rate of compensation for office personnel including the multiple of Direct salaries shall be as defined in Exhibit 5

The maximum rate of compensation for all other office personnel, not listed in Exhibit 5 including the multiple of Direct Salaries shall not exceed \$350.00per hour. The Owner reserves the right to adjust the maximum rate.

In the event the Owner authorizes the Consultant to perform Work Site Services, compensation shall be at a multiple of 2.35 times the Direct Salaries. The maximum rate of compensation for field personnel including the multiple of Direct Salaries shall be as defined in Exhibit 4.

The maximum rate of compensation for all other field personnel, not listed in Exhibit 5 including the multiple of Direct Salaries shall not exceed \$310.00 per hour. The Owner reserves the right to adjust the maximum rate.

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

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

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

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

EXAMPLE

*Hours worked during week = 50 Pay rate = \$30/hr.
Multiplier = 2.65*

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

EXAMPLE

*Hours worked during week = 50 Pay rate = \$30/hr.
Multiplier = 2.65*

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

- 8.2.3.3 Consultant shall not invoice Owner for charges for office, rent or overhead expenses of any kind, including but not limited to, insurance, telephone (except long distance calls authorized by the Owner), and utility charges, office/drafting supplies, depreciation of equipment, professional dues, subscriptions, reproduction of drawings and/or specifications for internal use, mailing, stenographic, clerical, nor shall it invoice for other employee time to travel and subsistence not directly related to the Project. The multiple factors set forth above shall cover all such costs pertinent to the Project.
- 8.2.3.4 When Services are authorized as a Multiple of Direct Salaries, the Consultant shall submit the names, classification, salary rate per hour, applicable multiple, hours worked, and total charge for all personnel directly engaged on the project.
- 8.2.4 The Consultant shall not be entitled to compensation for alternates required because of the failure of the Consultant to design the Project so that it may be constructed within the total established construction budget.
- 8.2.5 No further progress payment will be made should the Probable Construction Cost of any phase exceed the budget until an alternate design is provided in accordance with Article 4 "Basic Services".
- 8.2.6 Payments of the Field Services Fee, Phase 600, shall be made in monthly installments. In the case of lumpsum compensation, the amount of each monthly installment payment shall be determined by increasing the Construction Contract Time for completion of all work for this project, as stated in the Service Order in calendar days, by twenty percent (20%) then dividing the calculated number of days by thirty (30) days/month and rounding up to the next integer. This integer will be the number of months over which the Field Services Fee will be paid.
 - 8.2.6.1 In the event that prolonged period of Field Services, Phase 600 becomes necessary, payment for the prolonged period of Field Services could be

the same amount as the monthly installment payments for Field Services as described above in 8.2.6. This compensation arrangement shall only apply in case of lumpsum compensation. Payments for prolonged period of Field Services shall begin once the original contract time has been exceeded by twenty percent (20%) if such extended time is due to no fault of the Consultant.

8.3 PAYMENT FOR REIMBURSABLE EXPENSES: Reimbursable Expenses as described in Article 6 “Reimbursable Expenses” of this Agreement will be reimbursed by the Owner as verified by appropriate bills, invoices, or statements.

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

Subsequent to the monthly DSCMP meeting, the Consultant shall submit its invoice for those services to the Project Manager. The Owner shall make payment in accordance with the provisions of Chapter 218 of the Florida Statutes. However, the Owner may reject the invoice in whole or in part. If rejected, the Owner shall notify the Consultant in writing, specifying the deficiencies and corrective action required. If the Owner rejects only a part of the invoice, the Owner shall pay the undisputed portion of the invoice on a timely basis. Rejected or partially rejected invoices shall be corrected by the Consultant and resubmitted to the Project Manager for payment. Resubmitted partially rejected invoices shall separately indicate the previously undisputed amount of the invoice.

8.5 PAYMENT TO SUB-CONSULTANTS: All payments to Sub-consultant(s) employed hereunder shall be the sole responsibility of the Consultant unless otherwise provided for herein or within a Service Order. The Consultant shall, upon receipt of progress and/or final billing(s) from such Sub-consultant(s) for Services satisfactorily performed incorporate such billing(s) in the manner and to the extent appropriate to the applicable payment basis(es), in the next following invoice submitted by the Consultant to the Owner. The Consultant shall not submit invoices 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 Sub-consultant(s), the Consultant shall, if requested by the Project Manager, furnish to the Owner a copy of the agreement(s) providing for such payments.

- 8.6 **SUBCONSULTANTS PAYMENT REPORT:** In accordance with Section 2-8.8 of the Code (as amended by Ordinance No. 11-90), an entity contracting with the County as a condition of final payment under a contract, the Consultant shall submit to the County via its web based system all Sub-consultants used in the work, the amount of each subcontract, and the amount paid to each Sub-consultant. In the event that the Consultant intends to pay less than the subcontract amount, the Consultant shall deliver to the County a statement explaining the discrepancy or any disputed amount.
- 8.7 **CONSEQUENCE FOR NON-PERFORMANCE:** Should the Consultant fail to perform its services within the time frames outlined and 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.
- 8.8 **PAYMENT FOR ABANDONED, TERMINATED OR SUSPENDED SERVICES:** In the event of termination or suspension of the services or abandonment of a Project Element(s) (including the failure of the Owner to advertise the Contract Documents for bids, or the Owner's failure to award a Contract for the Work on the basis of any such bids received, within the time limits set forth in this agreement) the Consultant shall be compensated as follows:
- 8.8.1 Payment for Services completed and approved prior to receipt by the Consultant of notice of abandonment of a Project Element, termination, or suspension, for which payment has not yet been made to the Consultant by the Owner, shall be made in the same manner as would have been required had such abandonment of a Project Element, termination or suspension not occurred.
- 8.8.2 For Services partially completed and satisfactorily performed prior to receipt by the Consultant of notice of abandonment of a Project Element, termination, or suspension, the Consultant shall be compensated on the basis of payment in same manner as would have been required had such abandonment of a Project Element, termination or suspension not occurred, adjusted to the level of completion portion of the service. A claim by the Consultant for compensation shall be supported by such data as the Owner may reasonably require. In no case shall fees for partially completed Services exceed the fees that would have been paid for such Services had they not been abandoned, terminated, or suspended.
- 8.8.3 Upon payment to the Consultant for Service associated with abandoned, terminated, or suspended Project Elements in accordance with this Article, the Consultant shall have no further claim for Services related to the abandoned, terminated, or suspended Project Elements.
- 8.8.4 No payment shall be made by the Owner to the Consultant for loss of anticipated profit(s) from any abandoned, terminated, or suspended Project Elements.

- 8.9 **MAXIMUM PAYABLE ALLOWANCE ACCOUNT:** The aggregate sum of all payments to the Consultant for Allowance Account Services payable on this Project shall not exceed \$5,909,091. Any Allowance Account expenses shall be approved by the Owner in advance and authorized by a Service Order. Any portion of this sum for which payment is not authorized in writing by the Project Manager shall remain the property of Owner.
- 8.10 **INSPECTOR GENERAL AUDIT ACCOUNT:** An audit account is hereby established to pay for mandatory random audits by the County's Inspector General pursuant to County Code Section 2-1076. The amount for the Inspector General Audit Account is hereby set at \$162,500.00 (0.25%) of \$65,000,000.00. The Consultant shall have no entitlement to any of these funds. The Owner retains all rights to these funds, may expend these funds at its sole discretion, and any funds not expended from these audit accounts remain the property of the County.
- 8.11 **TOTAL AUTHORIZED AMOUNT FOR THIS AGREEMENT:** The Total Authorized Amount for this Agreement is \$65,000,000.00. The Owner retains all rights to these funds, may expend these funds at its sole discretion, and any funds not expended from this total authorized agreement amount remain the property of the Owner.

ARTICLE 9

SPECIAL PROVISIONS

- 9.1 The Consultant hereunder shall be the Design Criteria Professional, as such term is defined in Section 287.055(2)(k), Florida Statutes for the Project, and all references herein to “Consultant” shall be understood to refer and be equivalent to a reference to the “Design Criteria Professional”.
- 9.2 Pursuant to Sub-Article 4.2.5, the Consultant shall meet the Envision certification category indicated in the Service Order.
- 9.3 The Consultant shall consider future impacts of sea level rise that may be addressed during design considerations.
- 9.4 The scope of services includes Professional Architectural and Engineer services to serve as the DCP for the preparation of Design Criteria Package. The Design Criteria Package shall be defined as specified in Section 287.055(2)(j), Florida Statutes, and shall include all other additional information and activities as are required for Contract Documents, Design Documents, and/or Program Elements as is contained herein. (A) Without limiting anything else herein, Basic Services shall include all activities necessary for the preparation and approval of the Design Criteria Package, including the design criteria, performance specifications, cost estimates, schedules, reports, meeting minutes, and other design services as may be necessary to generate Design Criteria Package which are suitable for the needs of the Miami-Dade County. Basic Services shall also include, without limitation, all activities listed in Section 4.7 of this Agreement, and all references in Sub-Article 4.7 of this Agreement to Contract Documents shall be understood to be references to the Design Criteria Package.
- (B) After award of a Design Build contract or similar based on the approved Design Criteria Package, the Consultant will be obligated, as directed by the Owner, to provide as Additional Services, construction administration, Field Services as listed in Article 5 of this Agreement, Field Services as listed in Sub-Article 4.8. of this Agreement (including without limiting the preceding, participation in construction or design meetings with the Design Build contractor, consultation and advice, preparation of punch list or other compliance documents, and review and/or approval of: the Design Build contractor’s submittals for compliance with the Design Criteria Package, applicable codes, and/or for constructability; the Design Build contractor’s schedules; the Design Build contractor’s claims; the Design Build Contractor’s payment applications; and/or the Design Build contractor’s requests for substantial completion and/or the release of retainage).
- 9.5 (A) Pursuant to Sub-Article 4.2, the Consultant shall submit, for each Service Order, a DSCMP in Excel, Microsoft Project, or Primavera format and shall include, among other things, proposed durations, from authorization to proceed, for each applicable phase.
- 9.6 Pursuant to Sub-Article 4.2.1, the Consultant shall furnish or cause to be furnished architectural services; engineering services, including all civil, structural, electrical, mechanical, plumbing, HVAC, and fire protection; interior design; signage and graphics;

maintenance of traffic; safety plans; environmental, including removal and disposal of contaminated soils/water, asbestos abatement, erosion controls, SWPPP provisions, and preliminary application for the dewatering permits; lighting; communications; landscape design; and industrial design.

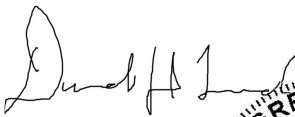
- 9.7 The CONSULTANT shall be responsible for all transportation to, from and within the project site for all services at no additional cost to the owner.
- 9.8 Pursuant to Sub-Article 7.7, the contract measures for this Agreement are:
- Small Business Enterprise Architecture & Engineering (SBE/AE) **11.75%**
Goal
- 9.9 The deduction of one quarter of one percent (0.25%) from each progress payment to pay for the functions of the Office of Inspector General is inapplicable because this Contract is either financed by solid waste management revenue bonds or funded by solid waste management revenue, which are subject to federal regulations.

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

CONSULTANT (CORPORATION)

AtkinsRéalis USA Inc.


Legal Name of Corporation

ATTEST: 

Secretary: Signature and Seal

David H. Lund

Type Name

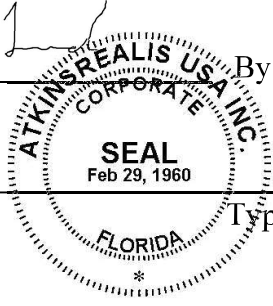
By: 

Consultant - Signature

Nicholas Johnson

VP Business Operations & GM Power Solutions USA

Type Name & Title



CONSULTANT (INDIVIDUAL, PARTNERSHIP OR JOINT VENTURE)

Legal Name

Witness: _____ By: _____

Signature

Witness: _____ By: _____

Signature

FEIN _____

MIAMI-DADE COUNTY BOARD OF COUNTY COMMISSIONERS

By: _____
Mayor

ATTEST: **Juan Fernandez-Barquin, Clerk**

BY: _____
(Miami-Dade County Seal)

Approved for Form and Legal Sufficiency

(Assistant County Attorney)

EXHIBIT 1

DETAILED BASIC SERVICES

Activities included within this scope of services are:

- Phase 100 - Program Management Activities
- Phase 200 - Preliminary Design/Project Scope Development
- Phase 300 - Assist DSWM During New Waste to Energy Facility Procurement Phase
- Phase 400 - Power Purchase Agreement Negotiations
- Phase 500 - Permitting
- Phase 600 - Construction Monitoring

Phase 100 - Program Management Activities

Phase 101 - Kickoff Workshop

Consultant will facilitate an offsite Kickoff Workshop in order to introduce the Project Team as well as present the overall Project approach and schedule. Consultant will frame the issues and goals of the Project while staying in alignment with the County's overall mission. It is anticipated that the Kickoff Workshop will include any necessary stakeholders as well as identify the County's core team that will be the leadership group for the duration of the Project.

Phase 102 - Master Project Schedule Update and Control

Consultant will develop and maintain a master project schedule for the Project that identifies all of the Phases to be completed by the Project participants over the course of the Project. The schedule is developed in accordance with the long-term implementation plan including all permitting, financing, procurement, and construction related activities. The schedule will be updated on a monthly basis and will be distributed to all Project participants as part of a monthly status report. The master project schedule will identify the interrelationships and dependencies of Phases and provide an overall understanding how specific Phases tie into the overall project schedule and the impacts of delays in a given activity's completion. The master project schedule will serve as a management tool to track Project progress, acknowledge milestones achieved, and identify activities that are on the critical path to timely completion.

Phase 103 - Miscellaneous Meetings (Board, Project Status)

To maintain open lines of communication and to provide regular Project updates, Consultant will facilitate weekly meetings, or as requested by DSWM with the County. Consultant will prepare meeting materials and read-ahead memoranda, as appropriate, as well as follow-up meeting minutes after each meeting, when necessary. At regular meetings, the updated master project schedule will be distributed and discussed, and any revisions or comments will be noted.

Additionally, Consultant will provide assistance with preparation for any Board meeting items as well as the preparation of any PowerPoint presentations requested by the County. Consultant will provide any required backup materials and meeting notes prior to each Board meeting, as well as attend the County Board meetings and workshops to provide technical support, if necessary.

Phase 104 - Coordination with County Departments

Due to the complexity and duration of this Project, it will be necessary for the various departments within the County to communicate and work with one another regularly and interdependently. Consultant will

provide assistance coordinating communications, documentation, notices, and materials between County departments, including, but not limited to, the following:

- Strategic Procurement Department
- Department of Solid Waste Management
- Office of Resilience
- Office of Management & Budget
- Finance

Phase 105 - General Project Coordination

If requested, Consultant will act as the liaison between all parties involved in the Project throughout its duration, including:

- The County and the Board of County Commissioners (the “Board”)
- The Florida Department of Environmental Protection (“FDEP”)
- United States Environmental Protection Agency (“USEPA”)
- South Florida Water Management District (“SFWMD”)
- Other regulatory or permitting bodies
- Vendors
- Outside legal counsel
- Other local municipalities

Consultant will facilitate meetings by and between each party, as necessary, and ensure open communication from one to the other. By maintaining one central point of contact, Consultant will be able to ensure the timely and accurate transfer of information and materials.

Additionally, under this Phase, Consultant will maintain a comprehensive file management system to track and access all correspondence and Project records as well as provide for specific documentation to be accessible to all parties via secured web-based access.

This Phase will also provide for general project correspondence with the County and other Project team members and Sub-consultants, as well as Project billing and coordination activities for the duration of the Project.

Phase 106 - Status Reports

Consultant will prepare and distribute status reports detailing the progress of the Project throughout its duration on monthly basis. Status reports will be distributed to project team members as well as other parties as necessary. Status reports will include, at a minimum:

- Brief background information on the system and the Project
- Updated master project schedule
- Ongoing listing of deliverables previously issued and the dates of issuance
- Status of ongoing deliverables, permit applications, and expected completion/approval dates
- Upcoming milestones/deadlines
- Outstanding requests to regulatory agencies
- Brief summary of recent activities as well as the overall status of the Project as it progresses and any notable events

Consultant will coordinate the issuance of its monthly reports to coincide with the monthly reports being developed by another party as part of the County's capital projects program.

In addition, Consultant will prepare and distribute monthly newsletters providing an overall summary and status of recent activities, major milestones completed and pertinent background information about the Project.

Phase 107 – Public Involvement

Consultant will coordinate with the County to facilitate public meetings, as well as to prepare materials needed, to provide for proactive general public involvement and introduction of the Project to the neighboring communities and the appropriate environmental stakeholders. Consultant will develop a Public Outreach Program with the County to include public meetings with neighboring communities, homeowners, elected officials, community groups, and any other constituents determined to be necessary. Consultant will coordinate and attend:

- Up to twelve (12) meetings with elected officials, and other municipal governments
- Up to six (6) additional community meetings with County staff and public outreach team
- Up to two (2) Board workshop meetings with County staff and public outreach team members

Consultant will prepare public notices, PowerPoint presentations, poster boards, advertisements, handouts, and other appropriate materials necessary to facilitate and enhance the public outreach program.

Phase 200 - Preliminary Design/Project Scope Development

Phase 201 - Solid Waste Quantification Confirmation

Consultant will conduct paper studies evaluating the current solid waste projections based on the data available and current reports generated by the County and published USEPA and Integrated Waste Services Association data. Projections shall include waste generation rates within Miami Dade County, transfer station processing and disposal quantities, landfill disposal quantities including the Class 1 and Class 3 landfills, yard waste, and recycling data. Consultant shall review population growth projections, the County's current landfill depletion model, and other necessary data to confirm that the proposed WTE facility will be able to operate at capacity when it commences operations. As part of this Phase, Consultant will independently review and verify the data and output reported in the Landfill Depletion Model.

Phase 202 - Waste Characterization Analysis

Consultant will perform a review of available solid waste data to fully characterize the waste that will be used as fuel in the proposed WTE facility. The heating value of the waste and any future trends in waste composition will be evaluated under this Phase.

Phase 203 - Preliminary Design (for Permitting and RFP Development) including Conceptual Layout and Drawings Development and Topographic Survey

No earlier than eight (8) months from NTP, however, the Consultant will provide the Design Criteria Package within three (3) months of receipt of a site selection and air dispersion modeling results, in order for the County to proceed with Phase 306 - Request for Proposals Development. Consultant will develop the preliminary design necessary for the Project permitting and RFP development. In the event the Consultant does not deliver the Design Criteria Package within the allotted timeframe and after the County has submitted a Default Notice, a delay damage amount of a thousand dollars (\$1,000.00) per Day will be applied to the Consultant until the default has been remedied. As part of this effort, Consultant will prepare overall conceptual design drawings and provide conceptual design parameters in accordance with standard practices, applicable laws and regulations for the purposes of permitting and bidding for procurement of a

design-build solicitation. Drawings will incorporate the overall concept of the facility in all areas and is anticipated to consist of the following, at a minimum:

- Sustainable Solid Waste Campus Drawing
- Project Boundary Limits
- Site Topographical Drawing
- Site Investigation and Boring Plan
- Site Civil Plot Plan
- Site Storm Water Management Plan
- Utilities Site Plan
- Fire Protection Process Flow Diagram
- Site Paving, Grading, Drainage Plan
- General Arrangement Drawings
- Architectural Building Elevations (4 views)
- Mass and Energy Balance
- Materials Balance
- Landscape Plan
- Wet Detention Area Plan
- Detention Area Section
- Drainage Details
- Wet Detention Area Planting Plan
- Preliminary Mitigation Plan
- Envision Credits Checklist
- Implementing Order No. 8-8

As part of this Phase, Consultant in association with a registered surveyor, will provide professional surveying services for the Project Site to be utilized during the design and permitting phase of the Project.

Consultant will survey the Project Site and prepare a boundary survey of the property. The survey will meet all of the current surveying requirements set forth by the Board of Professional Surveyors and Matters of the State of Florida. The boundary survey will include the following:

- Recovery and/or setting of property boundary monumentation.
- Location of above ground visible improvements (i.e., pavement, fences, and utility features) within the property boundary.

The survey will include additional locations outside of the property boundary to be used for engineering the design of the above-ground visible improvements within the rights-of-way of the adjacent roads, as well as topographic elevations along the perimeter of the site. Consultant will also perform spot elevations, which shall include utility and drainage structure within the property and along the adjacent roads. Two semi-permanent benchmarks will also be established on site for future use based on the existing County benchmark system. The survey deliverable will be in AutoCAD drawing file format as stipulated in Article 4 of the Agreement

The Consultant shall collaborate with the third-party consultant planning waste diversion components of the Sustainable Solid Waste Campus to incorporate system synergies and avoid duplication of effort.

Phase 204 - Capital Cost Estimate

The Consultant will prepare a capital cost estimate. Consultant will provide support to the County and its representatives to facilitate their preparation of this estimate update and will review the estimate prior to finalization by the Consultant.

Following the NTP, as early as possible and prior to preparing the capital cost estimate, Consultant will present to the County project team pollution control technologies that are available and the capital and incremental operating cost associated with each, which technologies shall include, but not be limited to, carbon capture and storage and other post-combustion pollution controls.

Phase 205 – Architectural 3-D Rendering

Consultant will prepare a 3-dimensional rendering of the new WTE facility that will include scaled dimensions of the buildings associated with this Project. The rendering shall consist of scaled buildings with large detail features projected onto a scaled site photograph. Existing facilities if any will be projected and rendered in gray with some detail features. The rendering shall include proposed site plan materials such as new roadway and parking configurations, and new trees and grass areas.

Phase 206 – Operating Cost and Revenue Generation Estimating

Consultant will perform a financial analysis on the overall economic mass balance of the proposed new WTE facility. The costs of construction, operation, and pass-throughs will be weighed against the revenue generation produced from the sale of electricity and recovered materials to determine the bottom line cost (or benefit) of facility operations.

Phase 207 – Integrated Solid Waste Master Plan Update (if requested)

If requested by the County, Consultant will update the County’s Solid Waste Master Plan to reflect the proposed infrastructure associated with the new WTE facility.

Phase 208 – Aesthetic and Environmental Design Planning

Consultant will prepare a Preliminary Aesthetic and Environmental Design Planning Report which will focus on the new WTE facility in terms of its aesthetic design, environmental opportunities, potential integrated systems design and opportunities for educational interpretation. Consultant will review any existing site documentation and as-builts of the existing facilities and nearby operations, and the current plans and reports on the new WTE facility including feasibility reports, GIS data, surveys, aerial photographs, and other materials. Site visits, tours of existing facilities, and up to nine (9) meetings will occur, as needed, with the County, and any neighboring communities. Additionally, the New WTE Facility building designs will be assessed for their environmental opportunities and will achieve Envision Silver or higher certification under the Institute for Sustainable Infrastructure.

Phase 209 – Geotechnical Investigation and Support

Consultant will provide geotechnical services for an engineering study to be performed at the site which will ultimately be provided to the vendors for their use and reference in preparing their Proposals. The County will provide access to the exploration locations. Consultant will provide geotechnical services which may include the following:

- Boring location plan for review and approval
- Subsurface exploration
- SPT Borings, Auger profile borings and Muck probes in areas of the site suspected to containing muck
- Survey of boring locations

- Laboratory testing
- A Geotechnical Engineering Report
- Weekly progress reports

Consultant will also provide miscellaneous geotechnical support in the event of any borrow lake fill areas including specifications and development of technical design criteria for inclusion into the request for proposal documents.

Phase 300 - Assist DSWM During New Waste to Energy Facility Procurement Phase

Phase 301 - Request for Expressions of Interest (“RFEI”) Development (if requested)

The County may wish to consider conducting an RFEI process in order to gauge vendor interest and availability, as well as the potential for alternative technologies. If requested, Consultant will develop an RFEI to be issued to the vendor community in advance of a Request for Qualifications (“RFQ”). Consultant will advertise the RFEI in both United States and international trade publications in order to target a wide vendor community audience. The RFEI will include, at a minimum:

- The County’s goals for procurement
- Project system background
- Reference materials
- Estimated costs and timeframe associated with the Project
- A summary of the planned procurement process
- Requirements for respondents’ Letters of Interest (“LOIs”)

Following the receipt of LOIs, the vendors may have an opportunity to meet with the County face to face. Consultant will assist with the development of the draft and final RFEI as well as an evaluation of the LOIs for completeness, responsiveness, and to gauge the general experience level of the respondents.

Phase 302 – Procurement Strategy Analysis

Consultant will facilitate discussions with the County to develop a procurement strategy for the project that addresses the major policy decisions from the County and its Board, including, but not limited to, the following:

- Desired procurement process (RFQ, draft RFP, RFP, P3, RDBS);
- Refine technical requirements and business terms and conditions
- Qualification requirements
- Ownership considerations
- Desired design and construction strategy (DB, DBO, DBFOM, DBOM, CM at risk, P3)
- Preferred operational structure
- Risk allocation
- Type of waste processing technologies to engage (further addressed in subsequent Phases)
- Evaluation criteria
- Evaluation process
- Evaluation team members
- Other financial and legal implications
- Procurement schedule

Consultant will facilitate a series of meetings to approach the above strategy decisions and provide support in determining the pros and cons of each approach as well as County risks associated with each decision. A final summary memorandum will be developed to document the decisions made during this process.

Phase 303 - Request for Qualifications Development

The RFQ will be necessary to assess the ability of each respondent to perform the necessary Phases within the Project scope. It is important to determine, prior to a cost estimate, that each vendor and vendor team is capable, and has a successful history, of completing projects similar to the proposed WTE facility. To this end, Consultant will conduct the following activities:

- Determine RFQ approach, including procurement schedule, minimum and enhanced qualification requirements, anticipated scope of services and selection process
- Develop draft RFQ document for review by the Project team and vendor community
- Facilitate discussion with vendor community on draft RFQ
- Discuss and modify draft RFQ document
- Prepare and issue final RFQ document
- Facilitate and attend pre-bid meeting
- Prepare and issue RFQ addenda, if required, and respond to bidder inquiries regarding RFQ content and evaluation process
- Evaluate Statements of Qualifications (“SOQ”) received and draft an SOQ Evaluation Report for presentation to the Selection Committee
- Provide technical support to the Selection Committee

Consultant, in coordination with County staff, will develop the technical and financial qualification requirements for inclusion in the RFQ. SOQ submittals will request information to demonstrate the responding team’s qualifications. The technical and environmental requirements may include, but are not limited to, the following:

- Minimum technical specifications for any innovative technologies
- Technical criteria, such as record of successfully completed similar projects, breadth of similar projects
- Strength of project manager, team leader, and other vendor team members
- Financial criteria such as financial strength, corporate structure, etc. (under the assumption that the County will take the lead in developing financial criteria)

Phase 304 – Statement of Qualifications Evaluation

Consultant will conduct a technical and financial review of the SOQ submissions. Activities under this Phase will include:

- Reviewing SOQs for completeness and responsiveness to the RFQ document
- Conducting technical and financial evaluation of SOQs to determine whether the SOQs meet the minimum qualification requirements specified in the RFQ
- Conducting reference checks on facilities presented by respondents in their SOQ
- Conduct review of financial qualifications
- Develop an initial ranking of SOQs to facilitate shortlisting the most qualified respondents
- Develop an SOQ evaluation report and executive summary that identifies the qualified respondents

Phase 305 – Prequalification of Vendors and Board Presentation Support

The SOQ Evaluation will produce a list of all vendors deemed qualified to complete the Project. Consultant will facilitate meetings with the County to narrow down the list of prequalified vendors to a shortlist of three to five vendors determined to be the most qualified of the respondents. It is only the shortlisted vendors that will be asked to submit a response to the subsequent RFP.

Consultant will also provide support to the County in developing a presentation to be delivered to the Board to reflect the findings of the SOQ Evaluation and the decision of the Selection Committee.

Phase 306 – Request for Proposals Development

Consultant will meet with the County to gather available information, discuss and coordinate various aspects of the RFP, and coordinate the consistency of technical information provided by others. An RFP outline will be distributed to the County prior to the meetings to serve as the basis for obtaining input. The draft RFP will include, at a minimum, the following:

- Introduction and summary of procurement process
- Background information for the new WTE facility project
- Facility technical requirements
- Contractual and financing arrangements
- Proposal submission requirements
- Evaluation and selection process
- Facility guarantees
- Proposal forms
- Compliance with County ordinances and regulations

These sections will outline proposal requirements such as material processing and performance specifications, minimum technical standards, facility financing, capital and operating costs, and environmental impacts. It is anticipated that these specifications will be performance specifications which tell the vendor, in detail, the results to be achieved. They will also require adherence to applicable codes and standards and minimum technical standards to meet good engineering practices but will not tell the vendors how to design the new WTE facility to achieve those results. However, specific details of certain construction, when considered essential by the County, may be included in the RFP. It is also anticipated that the RFP will include:

- Proposed Construction Agreement
- Proposed Service Agreement
- Proposed Response Requirements
- Proposed Evaluation Method

The technical requirements, which include technical specifications and are supplemented by information anticipated to be contained in a series of schedules, may include the following:

- Performance Guarantees
- Environmental Guarantees
- Construction Schedule
- Acceptance Testing Procedures
- Operating Parameters
- Payment Milestone Schedule
- Pass-Through Costs

- Permits
- Scheduled and Unscheduled Maintenance

This Phase will include funding for the assistance associated with the planning, development, and review of the Design & Construction and Operation & Maintenance (as applicable) agreements.. Consultant will work with the County to develop the agreements for the draft and final RFP review by the qualified respondents determined through the RFQ phase.

Additionally, the RFP will be developed with the cooperation of the qualified respondents. In doing so, the County will issue the draft RFP to the qualified respondents for their review and comment. Consultant will facilitate qualified respondent meetings to discuss each draft RFP issued for review and comment. Consultant will assist the County with reviewing qualified respondent's comments and incorporating them as necessary into the second draft RFP. The second draft RFP will be issued again to the qualified respondents for a second round of review and comments after which Consultant will incorporate appropriate comments into a final RFP. The final RFP will also include a cost evaluation model in Microsoft Excel format, which will be utilized to calculate the Net Present Value of each Proposal for use by the Evaluation Committee.

The Final RFP will be produced and provided to the qualified respondents and Evaluation Committee in coordination with the County.

Phase 306.1 – Request for Proposal Addenda Development

Consultant in coordination with County, will develop responses to clarification requests on the final RFP submitted in writing to the County by the qualified respondents in accordance with procurement policies. The addenda will be issued to the qualified respondent's by the County's Procurement Department.

Phase 306.2 - Non-Cost Proposal Completeness Review

Consultant will review the Non-Cost Proposals to determine if the Proposals conformed to the requirements set forth in the RFP Document. Consultant will note where sections of the Qualified Respondent's Non-Cost Proposals are complete or not-complete and develop a list of clarification questions to be issued to the Qualified Respondent's.

Consultant and its subconsultants will perform a technical review to determine compliance or deviation from the RFP Design Criteria. Consultant will develop a draft and final Technical Evaluation Report for use by the Evaluation Committee during the evaluation of the Proposals. Consultant will present the results of the technical evaluation to the Evaluation Committee.

Phase 306.3 - Cost Proposal Review

Consultant will utilize the cost evaluation model prepared and provided as part of the Final RFP to calculate the overall Net Present Value of each Proposal for use by the Evaluation Committee and Board in making the ultimate selection. Consultant will develop a cost proposal summary report which documents the overall cost proposals as well as indicates any technical differentiators between the Proposals which may account for cost differences between each Proposal.

Phase 306.4 – Evaluation Committee Coordination and Assistance

Consultant will provide assistance to the County by developing and issuing items to be reviewed by the Evaluation Committee members prior to scheduled meetings, preparing presentation materials to review procedural and technical items, as well as assisting the Evaluation Committee members with any technical questions they may have during the Proposal review process.

Phase 306.5 - Vendor Negotiations

Consultant will assist the County, financial and technical advisors, and underwriters through negotiations with the selected vendor. Consultant will provide professional services to facilitate the County and the selected vendor through negotiations to develop the final agreement and provide the County with the following support, at a minimum:

- Analyze the critical issues discussed throughout negotiations, including cost estimates, pro-formas, technical memoranda, and technical viability and reliability impact analyses.
- Advise the County of the risks and impacts associated with each critical issue as they are identified
- Develop and refine sections of the agreements pursuant to ongoing negotiations.
- Provide overall coordination of negotiations, including correspondence, deliverables, and requests for information, as well as tracking all outstanding issues as the negotiations progress.

Phase 306.6 - Vendor Design Review

Consultant will review and comment on all selected respondent submittals to verify they are in compliance with design criteria, contract, industry standards, and permit requirements. Consultant will review and comment on the comprehensive list and coordinate with the County to identify those submittals that the County and Consultant wish to review. Consultant will review the selected submittals and develop written responses in accordance with the Contract and in coordination with the County. Consultant will also support the County with the review and response to any requests for additional information and change order/dispute resolution as required.

Phase 400 - Power Purchase Agreement Negotiations

Phase 401 - Energy Market Analysis (as requested)

Consultant will work with the County and Florida Power & Light Company (“FPL”), the current purchaser of electricity generated at the Resources Recovery Facility to establish electrical interconnection and protection requirements to connect the proposed WTE facility to the utility grid and to protect future buy back power rates for estimation of long-term Project costs and revenues. Services provided may include (as requested):

- Obtaining up-to-date information regarding long-term electricity sales agreements with the proposed WTE facility, specifically exploring FPL’s receptivity to long-term contracts providing price security and capacity costs.
- Providing current energy market rate study, including alternative power purchases in order to evaluate the current market and assist with the negotiations of the agreement with FPL or another entity.
- Developing and providing FPL with initial and updated information regarding the status of the proposed WTE facility development, including site location and description of expected electrical requirements and generation rates.
- Reviewing published plans for FPL’s future and evaluating the impact that changes in the generating mix will have on actual avoided costs.
- Evaluating the potential of using greenhouse gas (“GHG”) renewable energy certificates to quantify the renewable energy produced and potentially use as a revenue source in the carbon offset trading market.
- Monitoring FPL submittals and press releases regarding rate increases, rising fuel costs, and other energy issues.

Phase 402 - Power Purchase Agreement Negotiations Support

Consultant will provide professional services to assist the County and its legal counsel with the development of a Power Purchase Agreement with a local electric utility. If requested, Consultant will participate in

meetings with FPL to support negotiations on issues such as electric purchase rate schedule, standby power rates, interconnection cost estimates and requirements. Consultant will use its industry expertise at WTE facilities in Florida and throughout the country and previously provided technical documentation to support the County throughout its negotiations with the utility to ensure a best value agreement will be executed. Key principles of negotiation will include, but are not limited to, the following:

- Ensuring a high value committed capacity and payment properly sized to the proposed WTE facility and its potential output.
- Negotiating an energy payment price that reflects the current market value for electricity as well as future industry trends.
- Acknowledging the rising fossil fuel prices in negotiations and reflecting on the renewable nature of WTE electricity .
- Negotiating the cost of the interconnection with the utility using existing infrastructure to minimize cost to the best possible extent.

It is anticipated that the County’s legal counsel will take the lead in negotiations and Consultant will provide technical support as requested.

Phase 500 – Permitting

Phase 501 – Power Plant Site Certification (62-17, Part I, F.A.C)

The County’s proposed WTE facility will be permitted under the Power Plant Siting Act (“PPSA”), codified at Sections 403.501-403.518, Florida Statutes, in accordance with the applicable portions of rule 62-17, F.A.C.

The PPSA is the umbrella regulation which coordinates all State and local government permitting requirements. However, the permits that the FDEP administers pursuant to federal programs are handled separately from PPSA, and those separate federal permits must still be issued. Submittal of applications for these permits can occur prior to the filing of a PPSA application (the “PPSA Application”), included in the PPSA Application, or afterward, however, filing beforehand is typically preferable.

The proposed WTE facility will also be subject to the New Source Performance Standards activities contained in 40 CFR 60, Subpart Eb. Consultant will work with the County, their representatives, and others as required to prepare the “Materials Separation Plan” (“MSP”) and the “Siting Analysis”, which will include the results of the initial modeling and control technology analysis, as required by 40 CFR 60, Subpart Eb, as well as facilitate the required MSP public hearings and public comment periods.

Consultant will conduct the required investigations and develop the information necessary in order to submit the PPSA Application, which will include development of application sections and associated appendices, which may include, but are not limited to:

PPSA Application Sections

1. Need for Power and Proposed Facilities
2. Site and Vicinity Characterization
3. The Plant and Directly Associated Facilities
4. Effects of Site Preparation and Plant and Associated Facilities Construction
5. Effect of Plant Operations
6. Transmission Lines and other Linear Facilities
7. Economic and Social Effects of Construction and Operation
8. Site and Design Alternatives
9. Coordination

PPSA Application Appendices

- Federally Mandated and State Permit Applications/Permits or Approvals (Air Construction PSD, ERP, NPDES, others):
 - i. 316 Demonstrations
 - ii. NPDES Application
 - iii. Hazardous Waste Disposal Application
 - iv. Section 10 or 404 Application
 - v. Prevention of Significant Deterioration (“PSD”) Application
- Site and Abutting Property Ownership
- National Environmental Policy Act
- Requirements for review of Proposed WTE Facility Capacity (Section 403.7061, Florida Statutes);
- Zoning and Land Use Plans;
- Materials Separation Plan;
- Interlocal Agreements (if applicable);
- Groundwater Well Inventory;
- Geotechnical Reports and Archaeological Reports;
- Noise Studies and Traffic Impact Studies;
- Environmental Justice Overview and Audit;
- Variances;
- Exotic Species Control Plan;
- USACE Permit (if needed for dredge/fill/ wetlands); and
- Stormwater Pollution Prevention Plan.

Phase 501.1 – Pre-Application Meetings

Consultant will facilitate meeting(s) between the County, FDEP Power Plant Siting division, air division, and USEPA (as appropriate) to determine application completion requirements and PSD scope. During the Pre-application meeting, a determination will be made regarding what existing information from the NCRRF’s existing Certification can be utilized for the Supplemental Application. Consultant will request a decision from the FDEP regarding the level of effort required for the proposed WTE facility related to the Title 40 CFR, Part 60 Subpart Eb “Siting Requirements”. It is anticipated that up to four (4) meetings will be held with the FDEP.

Phase 501.2 – PPSA Application: Request for Additional Information and Final Certification

The FDEP and other reviewing agencies may require additional information in order to conduct the completeness review of the New Facility PPSA Application Package. Consultant will develop up to two (2) PPSA Request for Additional Information Responses to address and provide additional information for agency review. If needed, Consultant will facilitate meetings with agencies providing comments/questions to address items required in advance of a formal written response.

In addition, Consultant will assist the County in obtaining the final PPSA Conditions of Certification for the new WTE facility by coordinating with federal, state and local agencies and governments, as well as the County, throughout the duration of the PPSA approval process. Consultant will provide support throughout the approval process including preparation for and participation at any Administrative Law Judge hearings.

Phase 501.3 – Zoning and Land Use Plans

Consultant will develop the zoning and land use plan sections of the PPSA Application.

Consultant, will provide planning support services necessary to evaluate the Project Site's existing zoning and land use classification in order to determine the proposed WTE facility's consistency with local government and Comprehensive Plan requirements.

Consultant will research the past approvals granted for the County's current site development documents including the Comprehensive Plan, Land Development Code, Overlay Districts, Zoning Code, and other documents that dictate development in order to determine if there are any restrictions or limitations specific to the construction of the proposed WTE facility. Depending upon the results of this research, Consultant will address the appropriate steps that will be needed in order to provide for the proposed WTE facility construction, including application requirements and time frames.

Phase 502 - Prevention of Significant Deterioration Air Construction Permit, Rule 62-212, F.A.C.

Phase 502.1 – Air Emissions Estimation

Consultant will perform an air emissions inventory based on the County's data, as available, for the Proposed WTE Facility including both the municipal waste combustors, and ancillary equipment to support the proposed operations.

Phase 502.2 – BACT/MACT Analyses

Consultant will perform a Best Available Control Technology ("BACT") assessment to identify and evaluate the emission controls required for the proposed WTE facility. This assessment will include:

- Identifying the available air pollution control ("APC") technologies.
- Evaluating the technical feasibility of each APC technology.
- Ranking the technical feasibility alternatives.
- Evaluating the economic, environmental, and energy impacts of alternatives.
- Selecting the BACT.

Consultant will perform a "top-down" BACT approach to include technical, economical, environmental, and energy factors.

The amended National Emissions Standards for Hazardous Air Pollutants program developed emissions standards based on maximum achievable control technology ("MACT"). MACT emission level requirements are established to control hazardous air pollutants for specified source categories. Under 40 CFR 60 Subpart Eb – New Source Performance Standards for new large MWCs, specific emission limits were established based on MACT limits. Since the Proposed WTE Facility will meet Subpart Eb emissions limits, it is anticipated that no additional MACT analysis will be required to demonstrate compliance.

Phase 502.3 – Analysis of Existing Ambient Air Quality

Consultant will determine the existing background concentrations of criteria pollutants in the vicinity of the Project from monitoring data published by the FDEP. Consultant will also:

- Determine representative monitoring stations for the criteria pollutants (generally closest to Project site)
- Tabulate most recent three (3) years of monitoring data for each pollutant

Phase 502.4 – Air Quality Impact Analysis

The main objective of the air quality analysis is to demonstrate that the proposed Project, in conjunction with the emissions from existing sources, will not cause or contribute to a violation of any applicable

ambient air quality standard (NAAQS/FAAQs) or PSD increment. An analysis is performed for each regulated pollutant that is emitted in a significant amount. The air quality analysis is performed in a tiered approach starting with a preliminary analysis that evaluates only the emission increases from the Proposed WTE Facility. If the impacts are below applicable significant impact levels (SILs), then no further analysis is required for that pollutant. If a pollutant's impact is above the significance level, then a full impact analysis must be performed. Consultant will perform the following initial activities to determine PSD applicable pollutants:

- Develop emission rates for the PSD regulated pollutants from all applicable Project sources (from previous Phases) – including quantifiable fugitive emissions.
- Compare Project emission rates to PSD significant emission rates to identify those pollutants that are subject to an air quality analysis.
- Prepare an air quality modeling protocol. A modeling protocol will be prepared for submittal to FDEP for their review and approval. The protocol details the methodology and input information to be used to demonstrate that the proposed Project will comply with all applicable standards and criteria. The methodology used for the air quality impact analysis will follow regulatory guidance provided by USEPA and FDEP.

A preliminary analysis is performed for any pollutant that is emitted by the proposed Project in significant amounts. This modeling analysis evaluates only those sources associated with the proposed Project. The Project sources will be modeled using AERMOD and five (5) years of historical hourly meteorological data processed using AERMET. The results of the preliminary analysis will be compared to the applicable PSD significant impact level. If the impacts are below the SILs, then further air quality analysis is not required for that pollutant. If a SIL is exceeded, then a multisource impact analysis is required for that pollutant. It is assumed that due to the size of the Project, a multisource impact analysis will be required for all pollutants. The following activities are included in the preliminary analysis:

- Setup model of the proposed WTE facility in AERMOD using preliminary site plan.
- Obtain and process AERMET five (5) years of hourly meteorological data representative of the Project site or based on the County's data, as available.
- Obtain digital elevation map data for receptor grids and process using AERMAP.
- Perform GEP stack height analysis with BPIPPRM program using preliminary site plan and building information.
- Perform a worst-case load analysis to determine maximum impacts under various operating conditions (generally low load, design load, and peak load).
- Run AERMOD with five (5) years of meteorological data for design load and worst-case load (if different from design load).
- Determine maximum pollutant-specific impacts for each applicable averaging time.
- Compare maximum pollutant-specific impacts to applicable SIL.
- Perform modeling of de minimis monitoring pollutants as defined by FDEP, and any County available data. Compare the maximum pollutant-specific concentrations to the de minimis monitoring levels.
- Assuming concentrations are below the de minimis, request a pre-construction monitoring waiver from FDEP, and the most recent representative monitored background concentration data (from previous Phases) will be used in the full impact analysis.

Phase 502.5 – Multisource Impact Analysis

A multisource impact analysis will be performed for any pollutant for which the maximum impact determined in the preliminary analysis exceeds a SIL. The multisource impact analysis includes emissions from the proposed Project, existing sources, and potentially growth that may accompany the new source.

Emissions from existing sources come from an inventory of sources (available from FDEP). The following activities are included:

- Determine multisource analysis impact area:
 - Determine largest SIA of each pollutant and averaging time with impacts exceeding a SIL (from preliminary analysis results).
 - Extend SIA by 50 km to determine impact area.
- Request inventories of NAAQS sources and PSD increment-consuming sources within impact area from FDEP.
- Request available PSD increment from FDEP for applicable pollutants within SIA.
- Revise model to include NAAQS and PSD increment sources along with sources associated with proposed Project. Revise receptor grid to cover SIA.
- Run revised AERMOD model using 5-year meteorological database.
- Add pollutant-specific impacts for applicable averaging time to corresponding background concentration (from previous Phases) and compare to applicable NAAQS. NAAQS may not be exceeded.
- Compare pollutant-specific impacts for applicable averaging time to available PSD increment. PSD increment may not be exceeded.

Phase 502.6 – Additional Impacts Analysis

An additional impacts analysis is required for all PSD applications. The analysis assesses impacts of the proposed Project on soils and vegetation, visibility, air quality, and associated growth. The following activities will be performed:

- Evaluate and jointly agree on assumptions for the potential for additional air emissions generated by associated source growth in the area (industrial, commercial, residential) that may occur due to the Project.
- Evaluate and jointly agree on assumptions for potential additional ambient air quality impacts due to emissions from projected associated growth, other permitted but not operating sources, and proposed Project.
- Evaluate impact on soils and vegetation by comparison of predicted Project impacts to the secondary NAAQS.
- Evaluate the need for a visibility impairment analysis. If warranted, a Level 1 analysis using VISCREEN or approved equivalent software by the County will be performed on nearby Class II vistas or using CALPUFF on applicable Class I areas.
- Florida has guidance values for air toxics called Ambient Reference Concentrations (ARCs). Though not regulatory-driven, the ARCs have typically been used in evaluating the magnitude of non-criteria air toxic pollutant impacts from WTE Facilities. The modeling analysis will include an evaluation of the impacts from the MWC stack from the proposed facility.
- Air toxic emissions from the Proposed WTE Facility for the ARC pollutants will be estimated.
- The AERMOD model set-up used in the Preliminary Analysis will be run using the five years or duration as required by FDEP, of meteorological data and the maximum impacts for comparison to the relevant ARC.

Phase 502.7 – Class I Analysis (Class I areas within 300 km of Project, e.g., Everglades National Park)

Major projects located within 100 km of a Class I area (e.g., Everglades National Park) are required under PSD to perform a Class I analysis to evaluate the potential impact of the Project on the air quality (Class I significant impact levels and Class I PSD increments, and other air quality-related values (AQRVs), such as visibility, and soils and vegetation). In addition, the Federal Land Managers (FLMs) of Class I areas within 300 km of a large Project are generally notified of the Project. If the Class I area is beyond 50 km

of the proposed Project site, a specialized long-range dispersion model, CALPUFF, is required for the analysis. The following activities will be performed:

- Notify FLMs for all Class I areas within 300 km of the proposed Project. Once the facility-wide emissions have been developed, Class I areas within 300 km of the Project site will be identified, and the FLMs will be notified of the Project and the estimated annual emissions. Upon notification, the FLMs will determine whether a Class I analysis will be required.
- Based upon requests from the FLMs, both the Everglades NP (a federal Class I area) and Biscayne NP (a Class II area national park under the jurisdiction of the National Park Service) will be evaluated in this Phase. Prepare a Class I air quality modeling protocol for both Everglades and Biscayne Bay NPs. A modeling protocol will be prepared for submittal to FDEP and the FLMs for their review and approval. The protocol details the methodology and input information to be used to demonstrate that the proposed Project will comply with all applicable standards and criteria. The methodology used for the air quality impact analysis will follow regulatory guidance provided by FLMs, USEPA, and FDEP.
- The CALPUFF model or approved equivalent software by the County will be used to assess the potential for visibility impairment and impact on AQRVs for both Everglades NP and Biscayne NP.
- The CALPUFF analysis will use CALMET data from the VISTAS project, performed as part of BART evaluation for the southeast United States; and processed by the NPS.
- The CALPUFF analysis will use guidance and input values provided by the FLMs and to include new draft guidance provided in the draft revised FLAG Phase I report and revisions to the IWAQM Phase 2 report, or based on the County's data, as available.
- The result of the CALPUFF modeling for both Everglades and Biscayne NPs will be tabulated and compared to the recommended criteria for visibility and AQRV impacts for both parks.
- The results of the CALPUFF modeling and conclusions for both Everglades and Biscayne NPs will be documented in a report which will be provided to the FLMs and to FDEP for their review and approval.
- Upon receipt of comments from the FLM, Consultant will respond to their questions and comments on the results of the analysis and provide any additional information requested by the NPS regarding the analyses for Everglades NP and Biscayne NP.

Phase 503 – Chapter 40E-4 Environmental Resource Permit (“ERP”)

Consultant will prepare the following information in accordance with Form 0971: Joint Application for Environmental Resource Permit/Authorization to Use State Owned Submerged Lands/Federal Dredge and Fill Permit:

Section C:

1. USGS quadrangle map
2. Location map – showing proposed Project boundary, Sec/Township/Range, etc.
3. Wetlands map

Section E:

1. Soil map – USDA/SCS soil types
2. Aerial map (1”= 400’ or more detailed)
3. Wetlands and wildlife survey
4. Wetlands delineation map
5. SHWT information – Geotechnical survey report *
6. FLUCCS map *

7. Topographic map (show at least 100 ft off the Project area, and bench marks) *
8. FEMA map – flood zone
9. Dewatering Plan *
10. Construction drawings *
 - a. Site plan
 - b. Demolition plan
 - c. Plan and section views of proposed structures
 - d. Grading plan
 - e. Drainage plan - pre & post-development drainage pattern, basin boundaries, control structures, water management facilities, etc.
 - f. Erosion, sediment, and turbidity control details
 - g. Pervious and impervious area
11. Master development plan (for phased projects) *
12. Construction schedule and description of construction techniques
13. Drainage calculations and stormwater modeling (ICPR) *
14. Percolation tests, soil boring results (geotech report)
15. Engineering analysis of floodplain storage and conveyance if applicable
16. Analysis of the water quality treatment system (stormwater)
17. Operation and maintenance schedule
18. Copy of plats and easements
19. Copy of boundary survey
20. Legal description
21. Consumptive or Water Use permit information

* These plans must be signed and sealed by an appropriate registered professional as required by the law.

Phase 504 – United States Army Corp of Engineers Dredge/Fill Permit

The proposed action and existing permits issued by the U.S. Army Corps of Engineers (“USACE”) are subject to Section 404 of the Clean Water Act. Consultant will develop the necessary applications in association with the USACE requirements. It is anticipated that this Phase will be conducted in advance of the new WTE Facility permitting activities.

Consultant will coordinate with the County, the USACE, and the FDEP to develop the application materials, review the draft permit requirements, facilitate any required wetland mitigation purchase, and facilitate the final permit execution process, including support needed for compliance with the National Environmental Policy Act of 1969 (“NEPA”).

Phase 505 – PSC Need Determination Data Compilation and Review

As part of the PPSA Application process for a new waste-to-energy facility with greater than 75 MW capacity, the Public Service Commission (“PSC”) must determine that there is a need for the generation capacity which would be produced by the proposed WTE facility. The County’s proposed WTE facility will be permitted under the Power Plant Siting Act, and is planned to have a generation capacity of greater than 75 MWs.

The “Need Determination” is a formal process required under Section 403.519, Florida Statutes and is conducted by the PSC. The PSC reviews the need for the generation capacity which would be produced by the proposed WTE facility in relation to the needs of the region, and to the state as a whole. The PSC also reviews:

- The need for electric system reliability and integrity.

- The need for adequate electricity at a reasonable cost.
- The need for fuel diversity and supply reliability.
- Whether the proposed plant is the most cost-effective alternative available.
- The conservation measures taken by or reasonably available to the applicant or its members which might mitigate the need for the proposed plant.
- Other matters within the PSC's jurisdiction which it deems relevant.

Consultant will coordinate with the County to compile and prepare data to adequately address the items listed above, as well as specific data regarding the proposed WTE facility, demonstrating the need for the proposed generation capacity. Consultant will also incorporate the Power Purchase Agreement negotiated with the electric utility, for the proposed WTE facility.

Consultant will also provide technical support, as needed, to legal counsel related to the petition for Qualifying Facility Status for the proposed WTE facility.

Phase 506 - Human Health and Ecological Risk Assessment

Consultant, will perform risk assessments to produce conservative evaluations of the potential for adverse health effects as a result of human and ecological exposure to chemicals potentially associated with the addition of the proposed WTE facility. Both assessments will be performed following USEPA-recommended methodology and will be a continuation of the Preliminary Screening Level Analysis conducted as part of a separate effort. Activities will include:

- Select and screen chemicals of potential concern (“COPCs”) for use in the human health and ecological risk assessments.
- Prepare a human health and ecological risk assessment protocol. A risk assessment protocol will be prepared for submittal to FDEP for their review and approval. The protocol details the methodology and input information to be used to evaluate the potential for exposure to and adverse health effects from emissions associated with the addition of the proposed Project to the existing facility. The analyses will be based upon USEPA guidance for conducting human health risk assessments for hazardous waste combustion facilities and for conducting screening-level ecological risk assessments.
- Perform human health risk assessment (“HHRA”)
 - Develop emission rates for COPCs
 - Perform air dispersion and deposition modeling using USEPA-recommended model (ISCST3/AERMOD).
 - Identify exposure setting, i.e., land use, water bodies and watersheds, agricultural land, etc.
 - Determine potential exposure scenarios, receptor populations and locations, and receptor-specific exposure parameters.
 - Estimate media COPC concentrations for the direct and indirect exposure pathways (e.g., concentrations in soil, surface water, produce, livestock).
 - Evaluate the potential for human exposure, combining estimated COPC concentrations with receptor-specific parameters.
 - Characterize risks, i.e., incremental lifetime cancer risks and non-cancer hazards for human exposure.
 - Discuss the uncertainty in the HHRA process.
- Perform screening-level ecological risk assessment (“SLERA”) to evaluate the potential for adverse health effects in ecological receptors.
 - Describe and characterize the surrounding habitat and potential ecological receptors.
 - Determine assessment endpoints for terrestrial and aquatic communities.
 - Evaluate and select medium- and COPC-specific ecological screening values (“ESVs”).

- Compare estimated concentrations from deposition modeling results in each potential exposure medium (soil, surface water, and sediment) the ESVs.
- Estimate hazard quotient to evaluate the potential for adverse health effects.
- Discuss the uncertainty in the SLERA process.
- Develop a Draft and Final HHRA for inclusion in the PPSA Application prepared as part of subPhase 601.

Phase 507 – Florida Qualifying Facility Status

Consultant will provide technical assistance to the County’s legal counsel in the evaluation and determination of the new WTE facility as a qualifying facility in the state of Florida. Consultant will assist with the compilation and provision of all necessary information for “Qualifying Facility” status, if required and appropriate for the Federal Energy Regulatory Commission.

Phase 508 – SFWMD Water Use Permit/Water Balance

Based upon analyses conducted as part of other Phases identified above, Consultant will develop the appropriate documentation to the South Florida Water Management District in order to obtain approval for proposed additional water use requirements, if any.

Phase 509 – Underground Injection Control Permit/Process Discharge

Based upon analyses conducted as part of other Phases identified above, Consultant will develop the appropriate documentation to the FDEP in order to obtain approval for proposed additional underground injection disposal capacity requirements, if any.

Phase 510 – Surface Water Management System Operation

Consultant anticipates that the requirements for filing the certification forms for construction completion will be included in the PPSC Conditions of Certification.

The requirements typically request the applicant provide information to transfer the ERP to “operational phase” after construction of stormwater management system, and indicates system functional.

Phase 511 – Analysis of CO₂ and Greenhouse Gas Emissions and Control Technologies

While there are currently no applicable regulations associated with CO₂ and GHG emissions, in light of the current regulatory climate with respect to global warming, Consultant will conduct an analysis of the potential emissions in order to be adequately prepared in the event any questions or concerns are raised from the regulatory agencies and/or the public community.

This analysis shall at a minimum, but not limited to, identify and quantify technologies that can reduce overall GHG emissions, including pollutants, co-pollutants, and harmful air pollution (criteria air pollution and toxic air pollutants). This shall include evaluation of potential for fuel production from WTE that would result in GHG emissions reductions.

GHG calculations shall be conducted using the GHG emissions inventory methodology to be provided by Miami-Dade County within fifteen (15) days of procurement award. Calculations should also include estimates of co-pollutant reductions (e.g., PM_{2.5}, NO_x, SO₂, VOCs, air toxics). Analysis should calculate near-term (2030) and long-term (2050) GHG reductions from a baseline year of 2019. The DCP shall identify projected greenhouse gas emissions reductions from proposed control measures, cost of implementation of control measures, and timeline for implementation. Calculations should include primary reductions directly connected to the control technology or improvements, as well as secondary reductions such as utilization of energy from the facility, including potential fuel production.

Items under this task shall be delivered to the County within six (6) weeks from NTP with a target date of January 15, 2024.

Phase 512 – Analysis of Nitrogen Deposition on Nutrient-Rich Waterbodies

Consultant will conduct an analysis of the potential nitrogen deposition on nutrient-rich waterbodies in order to be adequately prepared in the event any questions or concerns are raised from the regulatory agencies and/or the public community.

Phase 513 – To the extent required to comply with federal funding requirements, the Consultant shall coordinate with applicable parties to support compliance with NEPA.

Phase 600 – Construction Monitoring/Resident Engineer Services

Consultant will provide construction monitoring and technical support during the construction period. Consultant will coordinate its on-site activities with the County to ensure sufficient coverage of construction activities. Consultant will provide full-time construction monitoring services. Consultant will coordinate its construction monitoring time to be on-site for key construction activities and oversee review of data, information, inspection/testing reports, and discussion/meeting summaries.

Phase 601 Construction Monitoring Coordination and Resident Project Representative Services

This Phase will include general management and coordination, as well as a Resident Project Representative, to provide the continuity required between disciplines, handle coordination of site activities, and field instructions, in addition to attendance at weekly/monthly construction meetings.

Phase 602 Construction Monitoring

Consultant will provide construction monitoring services and technical specialty discipline inspections of key construction activities, in coordination with the County. Consultant will provide an average of 8 hours of Staff Engineer construction monitoring services per week, as well as specific technical discipline inspections as construction activities dictate, during construction activities.

Construction monitoring activities include but are not limited to the following:

- Independent Testing Verification
- Code Investigation
- Vendor Site Visits
- Drawing Review/Meetings
- Spare Parts inventory, tracking, and coordination
- Punchlist Inspections and Meetings
- Compliance Testing Monitoring
- Start-up and Commissioning Monitoring
- Shop Tests
- Shop Manufacturing Witness Inspections
- Pre-Startup System Walkdown
- System Monitoring with Vendors
- Equipment Tuning
- Review of Equipment Performance
- Post Start Up Walkdown

Phase 603 Inspection Reports

Consultant will prepare construction monitoring memos for on-site inspections. The construction memos will include any safety incidents or items of concern, meetings attended during that day, specific project activities observed or inspections performed.

Phase 604 Field Office Administrative Support (Filing Drawings/Specs, Sorting, Scanning)

Consultant will provide one (1) administrative assistant, three (3) days per week to support the Construction Field Office. Activities to be conducted at the Field Office include, but are not limited to: filing of drawings, specifications, and contract notices, and general support for the on-site personnel.

**DEPARTMENT OF SOLID WASTE MANAGEMENT
DESIGN CRITERIA PROFESSIONAL AND OWNER'S
REPRESENTATIVE SERVICES FOR MIAMI-DADE
COUNTY'S NEW WASTE TO ENERGY PLANT
PROFESSIONAL SERVICES AGREEMENT
ISD PROJECT NO. E22-DSWM-02**

EXHIBIT 2 - PRINCIPALS OF THE CONSULTANT

Proposed Principal:

1. Rodrigo Pigna - (Miami, FL)

**DEPARTMENT OF SOLID WASTE MANAGEMENT
DESIGN CRITERIA PROFESSIONAL AND OWNER'S
REPRESENTATIVE SERVICES FOR MIAMI-DADE
COUNTY'S NEW WASTE TO ENERGY PLANT
PROFESSIONAL SERVICES AGREEMENT
ISD PROJECT NO. E22-DSWM-02**

EXHIBIT 3 - CRITICAL PERSONNEL

Proposed Critical Personnel:

1. Project Management:
 - a. Scott Morrison - (Portland, ME)
 - b. Warren Scroggins - (Lynn Haven, FL)
2. Subject Matter Experts
 - a. Leslie Aitchison - (Kirkland, WA)
 - b. Mark Henry - (Miami, FL)
 - c. Nick Johnson - (Kirkland, WA)
 - d. Carlos Mallol - (Miami, FL)
 - e. Scot Oblander - (Kirkland, WA)
 - f. Craig Smith - (Atlanta, GA)
3. Engineering Leads/Specialists/Media/Permitting
 - a. Shahram Arabi - (Vancouver, Canada)
 - b. Albert Argudin Jr - (Miami, FL)
 - c. Rebecca Berzinis - (Charlotte, NC)
 - d. Alex Camps - (Miami, FL)
 - e. Keff Crews - (Deerfield Beach, FL)
 - f. Matt Cusack - (Raleigh, NC)
 - g. Colin Devitt - (Miami, FL)
 - h. Don Fuller - (Lexington, KY)
 - i. Kip Funk - (Tampa, FL)
 - j. Alicia Gonzalez - (Miami, FL)
 - k. Peter Kendrigan - (Portland, ME)
 - l. Collin Lock - (Kirkland, WA)
 - m. Dianne Mallory - (Kirkland, WA)
 - n. Leslie Manzello - (Calverton, MD)
 - o. Shayne Paynter - (Tampa, FL)
 - p. Oracio Riccobono - (Miami, FL)
 - q. Paul Rood - (Kirkland, WA)
 - r. Shawn Smith - (Houston, TX)
 - s. Hugo Soto - (Miami, FL)
 - t. Ruben Velasquez - (Austin, TX)
 - u. Brenda Westhorp - (Miami, FL)
 - v. Jeff Witruk - (Kirkland, WA)

EXHIBIT 4 - IMPLEMENTING ORDER NO.: IO 3-32

Implementing Order



Implementing Order No.: IO 3-32

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

Ordered: 5/1/2018

Effective: 5/11/2018

AUTHORITY:

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

SUPERSEDES:

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

POLICY:

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

I. DEFINITIONS

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

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

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

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

the evaluation of the amount of work contracted to subconsultants; normal industry practices; the skills, qualifications, or expertise of the firm to perform the work; whether the firm's own personnel perform, manage, and/or supervise the work involved; and other relevant factors.
- H. "Community Business Enterprise (CBE-A/E)" means a firm providing architectural, landscape architectural, engineering, or surveying and mapping professional services, including a design-build firm, a valid business tax receipt issued by Miami-Dade County at least one (1) year prior to certification, an actual place of business in Miami-Dade County, not a Virtual Office, and whose three (3) year average annual gross revenues do not exceed \$500,000.00 for all Tier 1 CBE-A/Es, two million (\$2,000,000) dollars for all Tier 2 CBE-A/Es, four million five hundred thousand (\$4,500,000) dollars for Tier 3 CBE-A/Es in the case of architectural services, or six million (\$6,000,000) dollars for Tier 3 CBE-A/Es in the case of landscape architectural, engineering or surveying and mapping services. A CBE-A/E will graduate out of the Program once it has exceeded these Tier 3 size limits based on its three year average annual gross revenues. As part of the certification process, CBE-A/Es must go through a technical certification process, which will be used to determine which of the technical

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

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

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

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

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

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

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

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

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

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

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

II. CERTIFICATION

SBD Responsibilities

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

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

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

A. CERTIFICATION PROCESS

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

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

B. TERMS OF CERTIFICATION

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

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

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

C. ELIGIBILITY REQUIREMENTS

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

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

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

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

D. SIZE ELIGIBILITY AND AFFILIATION DETERMINATION

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

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

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

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

- 1. Nature of control in determining affiliation.

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

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

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

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

3. Affiliation through stock ownership.
 4. Affiliation through common management. Affiliation generally arises where officers, directors, or key employees serve as the majority or otherwise as the controlling element of the board of directors and/or the management of another firm.
 5. Affiliation through common facilities. Affiliation generally arises where one firm shares office space and/or employees and/or other facilities with another firm, particularly where such firms are in the same or related industry or field of operations, or where such firms were formerly affiliated.
 6. Affiliation with a newly organized firm. Affiliation generally arises where former officers, directors, principal stockholders, and/or key employees of one firm organize a new firm in the same or a related industry or field of operation, and serve as its officers, directors, principal stockholders, and/or key employees, and the firm is furnishing or will furnish the other firm with subconsulting agreements, financial or technical assistance, proposal or performance bond indemnification, and/or other facilities, whether for a fee or otherwise.
 7. Affiliation through contractual relationships. Affiliation generally arises where one firm is dependent upon another firm for consulting agreements and business to such a degree that its economic viability would be in jeopardy without such agreements/business.
 8. Affiliation under joint venture arrangements.
- D. Gross Annual Revenues.
1. In size determinations, size eligibility requires that the firm may not exceed the three year average gross annual revenues in the applicable standard.
 2. Definitions. For the purpose of determining annual gross revenues of a firm:
 - a. "Accrual Basis" means a method of accounting in which accounts and notes receivable are recorded in the regular books of account for the period in which the firm first has a claim of right to them.
 - b. "Claim of Right" has the meaning attributed to it by the U.S. Internal Revenue Service (IRS).
 - c. "Gross Revenues" is defined to include all revenue in whatever form received or accrued from whatever source, including from the sales of products or services, interest, dividends, rents, royalties, fees, or commissions, reduced by returns and allowances. However, the term revenues excludes proceeds from sales of capital assets and investments, proceeds from transactions between a firm and its domestic and foreign affiliates, amounts collected for

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

- d. "Regular Books of Account" means the general ledger or other book of final entry and, if used, the journals or other books of original entry.
 - e. "Completed Fiscal Year" means a taxable year including any short period. Taxable year and short period have the meaning attributed to them by the IRS.
 - f. Unless otherwise defined in this section, all terms shall have the meaning attributed to them by the IRS.
3. Period of measurement.
- a. Annual Gross Revenues of a firm which has been in business for three (3) or more completed fiscal years means the arithmetic annual average revenue of the firm over its last three (3) completed fiscal years (total revenue compiled over the entire three (3) year period would be divided by three).
 - b. Annual Gross Revenues of a firm which has been in business for less than three (3) fiscal years means the arithmetic annual average revenue over the time period the firm has been in business (total revenues compiled over the period the firm has been in business, divided by the number of weeks, including fractions of a week, the firm has been in business, multiplied by (52).
 - c. Annual Gross Revenues of a firm which has been in business three or more years but has a short year in the last three years will be the arithmetic annual average revenue over the two full years and the short year. The short period may appear at the beginning, middle or end of the three year calculation period.
4. Method of determining annual gross revenues.
- a. Revenue may be taken from the regular books of account of the firm. If the firm so elects, or has not kept regular books of account, or the IRS has found such records to be inadequate and has reconstructed income of the firm, then revenues shown on the federal income tax return of the firm may be used in determining annual gross revenues. Revenue shown on the regular books of account or the Federal Income tax return on a basis other than accrual must be restated to show revenue on an accrual basis for all fiscal years.
 - b. Where the federal income tax return of a firm shows its annual gross revenues to be less than seventy-five (75) percent of the applicable size standard, the firm need not restate its revenue to an accrual basis prior to determining annual revenues.
 - c. Where a short period is included in the firm's most recent three (3) years, annual gross revenues are calculated by dividing the sum of the revenues of the short year and the revenues of the two (2) full fiscal years by the sum of

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

5. Annual gross revenues of affiliates.

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

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

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

III. JOINT VENTURES

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

B. PROGRAM REQUIREMENTS AND INCENTIVES

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

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

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

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

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

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

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

C. JOINT VENTURE RESPONSIBILITIES

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

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

D. SBD RESPONSIBILITIES

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

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

IV. DEPARTMENT/AGENCY RESPONSIBILITIES

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

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

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

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

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

A. GENERAL GUIDANCE

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

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

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

B. AGREEMENT SET-ASIDES

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

C. SUBCONSULTANT GOAL

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

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

D. REVIEW PROCESS

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

VI. DOCUMENTATION TO ESTABLISH SET ASIDES OR SUBCONSULTANT GOALS

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

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

VII. REVIEW COMMITTEE PROCESS

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

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

VIII. AGREEMENT ADMINISTRATION - AGREEMENT SET-ASIDES

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

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

IX. AGREEMENT ADMINISTRATION - SUBCONSULTANT GOALS

A. SUBCONSULTANT GOALS

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

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

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

1. RESPONDENT RESPONSIBILITIES FOR SUBCONSULTANT GOALS

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

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

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

g. To prove lack of availability, respondents must submit the following:

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

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

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

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

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

B. COUNTY RESPONSIBILITIES

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

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

X. DESIGN-BUILD CONTRACTS

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

XI. PROMPT PAYMENT

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

A. PRIME CONSULTANT RESPONSIBILITIES

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

B. COUNTY RESPONSIBILITIES

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

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

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

C. FINANCE DEPARTMENT RESPONSIBILITIES

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

XII. AGREEMENT ADMINISTRATION - COMPLIANCE AND MONITORING

A. Compliance Review

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

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

B. Post-Award Compliance and Monitoring

1. Approval of Subconsultant Agreements

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

2. Access to Records

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

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

3. Access to Job Site

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

4. Utilization Reporting

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

5. Deviations from the Utilization Plan

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

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

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

c. Excuse from entering into subconsultant agreements:

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

d. Termination of Subconsultant Agreements:

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

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

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

f. Alternative Subconsultant Agreements:

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

XIII. SANCTIONS FOR AGREEMENT VIOLATIONS

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

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

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

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

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

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

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

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

XIV. ADMINISTRATIVE PENALTIES

A. DEBARMENT

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

B. DECERTIFICATION

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

C. SUSPENSION

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

D. MONETARY PENALTIES

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

XV. APPEALS PROCESS

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

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

C. PROCEDURES FOR ADMINISTRATIVE HEARING:

The procedure for administrative hearings shall provide that:

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

D. QUALIFICATIONS OF HEARING OFFICERS:

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

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

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

XVI. MENTOR-PROTÉGÉ PROGRAM:

1. Program Mission

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

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

2. General Objectives

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

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

3. Measurable Objectives

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

4. MPP Eligibility Requirements

A. Mentor Eligibility Requirements

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

B. Protégé Eligibility Requirements

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

C. Mentor Application Process

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

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

D. Protégé Application Process

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

E. Mentor Responsibilities

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

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

F. Protégé Responsibilities

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

G. Program Coordination

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

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

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

County Mayor



SMALL BUSINESS DEVELOPMENT
CERTIFICATE OF ASSURANCE

SMALL BUSINESS PARTICIPATION ON COUNTY A&E AND DESIGN/BUILD PROJECTS

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

Project No.: E22-DSWM-02 Project Title: Design Criteria Professional and Owner's Representative Services for the New Waste to Energy Plant

Name of Proposer: Atkins North America, Inc. FEIN 59-0896138

Address: 800 Waterford Way, Suite 700 City Miami State FL ZIP 33126

Telephone Number: 305.592.7275 Email address: rodrigo.pigna@atkinsglobal.com

The proposer is committed to meeting the established SBE measure(s) assigned to this project:

11.75 % SBE-A/E, % SBE-Con, % SBE-G, and/or 0.25 % SBE-S. (For Goals, write in the percentage. For Set-aside, put a check mark or x.)

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

- 1. Acknowledge the SBE program measure(s) (i.e., SBE-Architecture & Engineering, SBE-Construction, SBE-Goods and/or SBE-Services) established for this project via this Certificate of Assurance.
2. Acknowledge and confirm that there is an established relationship with the certified Miami-Dade County Small Business Enterprise firm(s) to be subcontracted to achieve the established SBE program measure(s) as indicated in the Project Documents.
3. Acknowledge that all SBE-A/E firms are properly listed on the Letter of Qualifications or Form 8DB submitted, as applicable, as part of the proposal documents and will be utilized, if selected to provide services based on their approved technical certification(s) required for the project.

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

I understand that my company will be deemed non-compliant and not eligible to be considered for an award if I fail to (1) submit this Certificate of Assurance with my proposal documents, or (2) complete the Utilization Plan listing all certified Miami-Dade County SBEs to be subcontracted to satisfy the project's established SBE measure(s) via the County's Business Management Workforce System ("BMWS"), within the specified time frame, upon email notification from Small Business Development ("SBD") or BMWS. Each SBE-A/E sub-consultant listed on the Letter of Qualifications or Form 8DB, as applicable, must confirm their sub-contractual relationship (i.e., work to be performed, and the value or percentage of said work) in the Utilization Plan via BMWS, for approval by SBD.

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

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

Handwritten signature of Paul E. Demit

Proposer's Signature (Owner/Officer)

SWORN TO and subscribed before me this 17 day of August, 2022

Signature of Notary Public-State of Florida

My Commission Expires



Direct Salaries Compensation

EXHIBIT NO. 5 - DIRECT SALARIES COMPENSATION

Table with columns: Position, Location, Title, Raw Rates (2023-2029), 3.0%, and Sell Rates (2023-2033). Rows include various roles like Principal in Charge, Technical Specialist, Administrative Coordinator, etc.



FAIR SUBCONTRACTING PRACTICES

In compliance with Section 2-8.8 of the Miami-Dade County Code, the Proposer submits the following detailed statement of its policies and procedures for awarding subcontracts:

While conducting a Stage Gate 0 review, and prior to submitting qualifications proposals, the project manager should discuss with the Business Unit any potential subconsultant opportunities on the project and obtain concurrence on subconsultant usage. At this point, conversations can begin with potential subconsultants, but no contracts or agreements should be signed. During this vetting process, the project manager will work with the contracts and procurement group to check subconsultants’ references, confirm specific experience and verify requisite certifications.

If a subconsultant has been previously used by AtkinsRealis, a record will have been created for the subconsultant within the subconsultant/supplier database. It is important to search the database to ascertain if the subconsultant is 'approved' prior to making any commitments. This database provides information such as the certifications, licenses, Dunns & Bradstreet information, category of services and the full subconsultant application. This database contains the information needed for an initial vetting and for sourcing subconsultants. Subconsultants that have not performed work for AtkinsRealis US in the past or have not yet registered are required to do so through AtkinsRealis US's global website:

<http://supplier.na.atkinsglobal.com/supplierapplicationform/> AtkinsRealis US's contract and procurement department should be consulted prior to any commitments being made to a subconsultant or any subcontracts being signed. This includes teaming agreements and non-disclosure agreements.

I hereby certify that the foregoing information is true, correct and complete.

Signature of Authorized Representative: Nick Johnson

Digitally signed by Nick Johnson
 Date: 2023.11.01 15:46:17 -07'00'

Title: VP & GM Power Solutions USA

Date: 11/01/2023

Proposer’s Name: AtkinsRealis USA Inc.



Capital Improvements Information System

Contractor Evaluations Report (All Contracts)

<u>Dept</u>	<u>Contract</u>	<u>Type</u>	<u>Contractor / Architect Name</u>	<u>Date</u>	<u>Rater</u>	<u>Period</u>	<u>Rate</u>
AV	EDP-AV-2011-D-1	EDP	ATKINS NORTH AMERICA, INC.	4/30/2014	Darrell Palmer	Interim	4.0
AV	EDP-AV-2011-D-1	EDP	ATKINS NORTH AMERICA, INC.	4/30/2014	Darrell Palmer	Interim	4.0
AV	EDP-AV-SM-EF-539	EDP	ATKINS NORTH AMERICA, INC.	8/7/2014	Ralph Cutie	Completion of study or design	3.0
PE	EDP-PE-S-DE-05WM	EDP	ATKINS NORTH AMERICA, INC.	11/14/2018	Elius Nortelus	Project conclusion or closeout	3.2
PE	EDP-PE-S-DE-20WM	EDP	ATKINS NORTH AMERICA, INC.	1/16/2019	Mario Lopez	Project conclusion or closeout	3.0
PE	EDP-DE-SR-MB-BREAK08	EDP	Atkins North America, Inc.	2/24/2009	Juan Curiel	Project conclusion or closeout	4.0
PE	E01-DERM-05.E-17 WO: 1	PSA	Atkins North America, Inc.	1/4/2006	Susel Ferrer	Project conclusion or closeout	2.7
PR	EDP-PR-320801 02 005	EDP	ATKINS NORTH AMERICA, INC.	9/12/2014	Li Gurau	Project conclusion or closeout	4.0
PW	EDP-PW-DTPW-S-20160029	EDP	ATKINS NORTH AMERICA, INC.	6/6/2017	Nahum Fernandez	Project conclusion or closeout	3.5
PW	EDP-SW-08S008	EDP	Atkins North America, Inc.	10/13/2009	Grecia Posada	Project conclusion or closeout	4.0
SP	E11-SEA-02 WO: 01	PSA	Atkins North America, Inc.	5/21/2014	Art Tillberg	Completion of construction	4.0
SP	E05-SEA-01	PSA	Atkins North America, Inc.	7/16/2012	Leticia Smith	Project conclusion or closeout	3.9
SP	E13-SEA-03 WO: 02	PSA	Atkins North America, Inc.	6/23/2017	Li Gurau	Completion of study or design	4.0
SP	E13-SEA-03 WO: 13	PSA	Atkins North America, Inc.	6/23/2017	Li Gurau	Interim	3.9
SP	E13-SEA-03 WO: 11	PSA	Atkins North America, Inc.	6/23/2017	Li Gurau	Interim	3.9
SP	E13-SEA-03 WO: 10	PSA	Atkins North America, Inc.	7/5/2017	Li Gurau	Interim	3.8
SP	E13-SEA-03 WO: 10	PSA	Atkins North America, Inc.	3/7/2018	Li Gurau	Completion of study or design	4.0
SP	E13-SEA-03 WO: 11	PSA	Atkins North America, Inc.	3/7/2018	Li Gurau	Project conclusion or closeout	4.0
SP	E13-SEA-03 WO: 13	PSA	Atkins North America, Inc.	3/7/2018	Li Gurau	Completion of study or design	3.9
SP	E11-SEA-02	PSA	Atkins North America, Inc.	1/1/2014	Art Tillberg	Interim	4.0
SP	EDP-SP-19-040	EDP	Atkins North America, Inc.	7/3/2022	Helga Sommer	Interim	4.0
SP	E18-SEA-01(A) - Atkins North America	PSA	Atkins North America, Inc.	9/18/2023	Helga Sommer	Completion of study or design	4.0
WS	EDP-WS-SR-381	EDP	Atkins North America, Inc.	4/3/2023	Harold Concepcion	Project conclusion or closeout	4.0
WS	EDP-WS-SR-387	EDP	Atkins North America, Inc.	4/3/2023	Harold Concepcion	Project conclusion or closeout	4.0
WS	E14-WASD-02 WO: 15ANA1001 TA 1	PSA	Atkins North America, Inc.	1/10/2020	Harold Concepcion	Interim	4.0
WS	EDP-WS-207	EDP	ATKINS NORTH AMERICA, INC.	12/16/2015	Peter M Jelonek	Project conclusion or closeout	4.0
WS	E14-WASD-02 WO: 15ANA1001 TA 1	PSA	Atkins North America, Inc.	6/3/2016	Howard J. Fallon Jr., P.E.	Completion of study or design	3.9
WS	EDP-WS-207	EDP	ATKINS NORTH AMERICA, INC.	4/20/2015	Peter M Jelonek	Interim	3.9
WS	EDP-WS-SV-179	EDP	ATKINS NORTH AMERICA, INC.	2/5/2014	Rafael Cabrera	Project conclusion or closeout	3.6
WS	EDP-WS-136	EDP	Atkins North America, Inc.	2/1/2011	James Ferguson	Project conclusion or closeout	3.8
WS	EDP-WS-153	EDP	Atkins North America, Inc.	3/11/2011	Humberto Codispoti	Project conclusion or closeout	4.0
WS	EDP-WS-122	EDP	Atkins North America, Inc.	3/5/2009	Eduardo M. Luis	Completion of study or design	4.0
WS	EDP-WS-122	EDP	Atkins North America, Inc.	4/21/2009	Eduardo M. Luis	Project conclusion or closeout	4.0
WS	EDP-WS-34	EDP	Atkins North America, Inc.	11/29/2006	Armando Rubio	Project conclusion or closeout	4.0
WS	EDP-WS-S-36	EDP	Atkins North America, Inc.	1/29/2007	James Ferguson	Project conclusion or closeout	4.0
WS	EDP-WS-S-40	EDP	Atkins North America, Inc.	1/29/2007	James Ferguson	Project conclusion or closeout	4.0
WS	EDP-WS-S-40	EDP	Atkins North America, Inc.	1/29/2007	James Ferguson	Completion of study or design	4.0
WS	EDP-WS-S-39	EDP	Atkins North America, Inc.	2/20/2007	James Ferguson	Project conclusion or closeout	3.7
WS	EDP-WS-S-64	EDP	Atkins North America, Inc.	8/23/2007	James Ferguson	Project conclusion or closeout	3.9
WS	EDP-WS-S-64	EDP	Atkins North America, Inc.	8/23/2007	James Ferguson	Project conclusion or closeout	3.9
WS	EDP-WS-S-60	EDP	Atkins North America, Inc.	11/8/2007	Sylvia Gonzalez	Completion of study or design	3.8

Evaluation Count: 41 Contractors: 1 Average Evaluation: 3.8

MDC148

ATTACHMENT C

Vendor Profile: Contract Assignments



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

Atkins North America, Inc.

System Vendor Number: **20006952**

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View Summary

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To **resort** click on column title. To **filter** click on the drop down menu.

Assignment Type	Status	Contract Number & Title	Prime Contractor	Assigned Contacts	Dates	Current Value	Paid To Date
All ▼	All ▼	All ▼		All ▼			
Prime	Open	0000006736: Atkins GPC-VIII E21-TPO-01		Jennifer Pickard	11/30/2021 - 9/30/2028	\$0	\$440,390
Prime	Open	9241-0/15-D_0007: IT CONSULTANT CONTRACT		Ruben Hernandez	7/1/2017 - 6/30/2018	\$0	\$0
Prime	Open	E13-SEA-03: NON-EXCLUSIVE PROFESSIONAL SERVICES AGREEMENT FOR MARINE INFRASTRUCTURE ENGINEERING SERVICES (SIC 871)		Audrey Mack	7/1/2014 - 6/30/2019	\$3,300,000	\$4,204,149
Prime	Open	E14-WASD-02: NF-PROFESSIONAL COST ESTIMATING AND SCHEDULING SERVICES (C-15ANAI001A)		Audrey Mack	9/1/2015 - 8/31/2023	\$11,000,000	\$10,961,621
Prime	Open	E15-PWWM-07_0021: NF-MISCELLANEOUS PROFESSIONAL SERVICES AGREEMENTS TO PROVIDE GENERAL LAND AND ENGINEERING SURVEYING SERVICES		Audrey Mack	12/6/2016 - 12/5/2019	\$0	\$313,181
Prime	Open	E16-MDAD-09: MIA CENTRAL BASE APRON AND UTILITIES MODIFICATIONS AND EXPANSION		Audrey Mack	3/7/2017 - 3/7/2023	\$7,795,440	\$7,272,538
Prime	Open	E18-SEA-01(A): NON EXC-PSA-MARINE INFRASTR.ENG.SERVICES		Audrey Mack	10/29/2019 - 10/29/2024	\$3,300,000	\$2,099,535
Prime	Open	EDP-AV-CA018A: MIA Terminal		Audrey Mack	6/6/2023 - 6/6/2028	\$400,000	\$0
Prime	Open	EDP-AV-CA065A- ENGSUPPT: MDAD		Audrey Mack	6/6/2023 - 6/6/2028	\$500,000	\$0

		Engineering In-House Support Services				
Prime	Closed	EDP-AV-SM-EF-539: NF-MIA CC D GATES D1 AND 2 MODIFICATIONS FOR THE A380	Humberto Alonso	4/8/2013 - 12/31/2019	\$5,000	\$0
Prime	Open	EDP-ID-W20CMS02: Multiple Architectural and Engineering Construction Project Managment Services (CMS) II	Audrey Mack	8/7/2020 - 8/7/2025	\$500,000	\$0
Prime	Open	EDP-MT-20200201: Enchanted Lakes Outfall and Seawall Project	Audrey Mack	7/6/2020 - 7/6/2025	\$117,233	\$101,265
Prime	Closed	EDP-MT-SR-850200-22430: NF-METROMOVER BRICKELL LOOP EMERGENCY REPAIRS	Humberto Alonso	9/19/2012 - 12/31/2019	\$40,000	\$0
Prime	Open	EDP-PE-DE-54WM: Civil Engineering Services	Audrey Mack	8/24/2020 - 8/24/2025	\$500,000	\$197,827
Prime	Closed	EDP-PE-S-DE-05WM: NF-MDC STORMWATER MASTER PLAN UPDATE	Humberto Alonso	4/7/2017 - 12/31/2019	\$400,000	\$2,742
Prime	Closed	EDP-PE-S-DE-20WM: CONSTRUCTION INSPECTION SERVICES	Ruben Hernandez	1/3/2018 - 1/3/2023	\$200,000	\$0
Prime	Open	EDP-PH-S-52013124: NF-JSCH CEP NOISE REDUCTION	Humberto Alonso	8/19/2013 - 12/31/2019	\$20,900	\$0
Prime	Open	EDP-PR-7016011A: Homestead Bayfront Park Dredging	Audrey Mack	2/24/2021 - 2/24/2026	\$488,277	\$206,384
Prime	Closed	EDP-PWWM-S-605220: NF-CAUSEWAYS TOLL SYSTEMS UPGRADES	Humberto Alonso	5/4/2012 - 12/31/2019	\$197,302	\$0
Prime	Open	EDP-SP-19-040: Marine Services	Ruben Hernandez	7/9/2019 - 7/9/2024	\$200,000	\$68,319
Prime	Closed	EDP-SP-2011-001.02: NF-RAIL PROGRAM IMPLEMENTATION STUDY	Humberto Alonso	3/27/2012 - 12/31/2019	\$199,990	\$0
Prime	Open	EDP-SP-S-2005-034.02: NF-NPDES PROGRAM STORMWATER SAMPLING	Humberto Alonso	9/11/2015 - 12/31/2019	\$136,000	\$0
Prime	Closed	EDP-SP-SR-2011-001.02-2: NF-RAIL PROGRAM IMPLEMENTATION	Humberto Alonso	3/25/2013 - 12/31/2019	\$200,000	\$0
Prime	Open	EDP-WS-207: ORR WTP ENGINE 6 REPLACEMENT VE	Humberto Alonso	8/19/2014 - 12/31/2019	\$50,000	\$47,384
Prime	Open	EDP-WS-SR-368: e-	Audrey Mack	1/12/2021 -	\$500,000	\$0

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		Builder CIP Implementation Support			1/12/2026		
Prime	Open	EDP-WS-SR-381: e-Builder CIP Implementation Support		Audrey Mack	6/15/2021 - 6/15/2026	\$500,000	\$0
Prime	Open	EDP-WS-SR-387: e-Builder CIP Implementation Support		Audrey Mack	11/30/2021 - 11/30/2026	\$500,000	\$0
Prime	Open	EDP-WS-SV-179: CDWWTP OCEAN OUTFALLS PORTMIAMI		Humberto Alonso	5/15/2013 - 1/31/2014	\$15,000	\$0
Prime	Open	IRP249-DTPW18-CEI: CEI Svcs for Mover Wayside - E18-DTPW-10		Audrey Mack	4/15/2021 - 4/14/2026	\$0	\$4,108,838
Prime	Open	MPO-17-18_0004: FY 2019 & 2020 UNIFIED PLANNING WRK PRGM		Jane Burt	7/1/2018 - 6/30/2020	\$0	\$1,141,166
Prime	Open	PSA(1596): General Civil Eng - E16-MDAD-03 ESP		Audrey Mack	9/24/2018 - 7/17/2024	\$5,513,750	\$1,868,363
Subcontractor (Tier 2)	Closed	20150195: DesignBuild Services for the Project Entitled People's Transportation Plan (PTP) Roadway Improvements to NE 2nd Avenue from NE 69th Street to NE 84th Street (Project No: DB15-PWWM-01; Contract No: 20150195)	JVA Engineering Contractor, Inc.	Ruben Hernandez	1/9/2017 - 2/26/2019	\$0	\$0
Subcontractor (Tier 1)	Open	A12-CUA-02: PROFESSIONAL SERVICES AGREEMENT FOR A/E SERVICES (SIC 871)	Rodriguez & Quiroga Architects Chartered	Humberto Alonso	7/15/2014 - 7/14/2017	\$0	\$42,965
Subcontractor (Tier 1)	Open	CIP155-DTPW19-CEI: CEI Svcs for So Corridor BRT - E19-DTPW-03	HNTB Corporation	Humberto Alonso	3/5/2021 - 9/1/2023	\$0	\$0
Subcontractor (Tier 1)	Open	CIP193-DTPW18-CEI (1): CEI Svcs for DTPW IRP Projects - E18-DTPW-05	305 Consulting Engineers, LLC	Audrey Mack	4/8/2021 - 4/5/2026	\$0	\$350,573
Subcontractor (Tier 1)	Open	CIP193-DTPW18-CEI (1)-FTA: CEI Svcs for DTPW IRP Projects - E18-DTPW-05	305 Consulting Engineers, LLC	Audrey Mack	4/6/2021 - 4/5/2026	\$0	\$0
Subcontractor (Tier 1)	Open	CIP193-DTPW18-CEI(1)-FDOT: CEI Svcs for DTPW IRP Projects - E18-DTPW-05	305 Consulting Engineers, LLC	Audrey Mack	4/7/2021 - 4/5/2026	\$0	\$0
Subcontractor	Open	E10-MDAD-01	T.Y. Lin	Humberto Alonso	2/7/2012 -	\$0	\$818,577

MDC151

(Tier 1)		(H024B3): MIA PAVEMENT REHABILITATION AND OVERLAY OF RWY 12/30	International		2/21/2021		
Subcontractor (Tier 1)	Open	E13-MDAD-01_0001: NF-AVIATION PLANNING CONSULTANT SERVICES (SIC 871)	H.J. ROSS ASSOCIATES, INC.	Humberto Alonso	12/3/2013 - 12/31/2019	\$0	\$0
Subcontractor (Tier 1)	Open	E16-DTPW-02_0001: NF-PROFESSIONAL SERVICES AGREEMENT FOR ENGINEERING SERVICES FOR DEPARTMENT OF TRANSPORTATION AND PUBLIC WORK'S CAPITAL IMPROVEMENT PLAN (2)	Parsons Transportation Group Inc.	Audrey Mack	3/7/2017 - 3/6/2022	\$0	\$1,496,553
Subcontractor (Tier 1)	Open	E16-SEA-01: PSA-CRANE PROGRAM ENG & CONSULTING SVCS	PAUL BRIDGES & ASSOCIATES LLC	Herminio Gonzalez	12/19/2017 - 4/5/2024	\$0	\$3,605
Subcontractor (Tier 1)	Closed	EDP-PR-42280107001-2: NF-CRANDON MARINA SEAWALL EMERGENCY REPAIRS	NEVILLE/STEFFENS ARCHITECTS, LLP	Humberto Alonso	4/10/2012 - 12/31/2019	\$0	\$0

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ATTACHMENT D

Memorandum



Date: October 20, 2023

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

Through: Jessica Tyrrell, MBA., CPPB *Jt*
Division Director, Acquisition & Sourcing
Strategic Procurement Department

From: Ana M. DaSilva, *Ana DaSilva*
Competitive Selection Committee Coordinator

Subject: NEGOTIATION AUTHORIZATION
Department of Solid Waste Management
Design Criteria Professional and Owner's Representative Services for the Department
of Solid Waste Management's New Waste to Energy Plant
SPD Project No. E22-DSWM-02
Informs ID No. EVN0000041

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

SPD Project No.: E22-DSWM-02

Project Title: Design Criteria Professional and Owner's Representative Services for the Department of Solid Waste Management's New Waste to Energy Plant

Scope of Services Summary: DSWM seeks to hire a Design Criteria Professional to provide architectural and engineering services including, but not be limited to, preparation of Design Criteria Package ("DCP"), for the design of a 4,000 ton per day (tpd) waste to energy ("WTE") facility. The DCP will include the bidding documents incorporating schematic design, permitting, performance specifications and design criteria, design and post design support services, and construction administration for the Project. Services shall also include, but not limited to, field verification services and notifying DSWM regarding the Design Builder's compliance or noncompliance with the requirements of the design criteria. The purpose of the DCP is to furnish sufficient information to assist Design-Build firms in preparing a bid or a response to DSWM's request for proposal, and to allow DSWM to enter into a properly negotiated Design-Build contract. The DCP must at a minimum specify performance- based criteria for the construction project, including the legal description of the site, survey information concerning the site, material quality standard, schematic layouts and conceptual design criteria of the project, cost or budget estimates, vendor procurement, power purchase agreement negotiations, design and construction schedules, site development requirements, provisions for utilities, storm water retention and disposal.

Preferred Experience and Qualifications: It is preferred that the Prime Consultant firm or team members have completed a Design Criteria Package in the past ten (10) years. It is preferred that the Prime Consultant firm to have completed one (1) Waste to Energy Plant within the last twenty (20) years. Additionally, it is preferred that the Prime Consultant and subconsultants have ten (10) years of experience in their designated specialization.

Contract Terms: The County intends to retain one (1) qualified consultant/team for one (1) non-exclusive Professional Services Agreement with an effective term of ten (10) years. The estimated contract amount is sixty-five million dollars (\$65,000,000) inclusive of contingencies and allowances.

Participation Restrictions: Pursuant to Florida Statutes section 287.055, "A Design Criteria Professional who has been selected to prepare the design criteria package is not eligible to render services under a Design-Build contract executed pursuant to the Design Criteria Package." The County reserves the right to disqualify any proposal from a team which includes any subconsultant and/or individual who has played a substantial role in the development of the Design Criteria Package or whose involvement with the Design-Build team would confer upon that team an unfair competitive advantage because of such subconsultant or member's prior involvement in the Project.

Small Business Enterprise Goal: On June 29, 2022, the Internal Services Department's Small Business Development Division established a 11.75% Small Business Enterprise – Architectural and Engineering Goal for this project.

Advertisement Date: July 13, 2022

Number of Proposal(s) Received: Three (3) proposals were received by the submittal deadline of August 23, 2022.

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

Small Business Enterprise Compliance Review: All proposals reviewed were deemed in compliance. Please refer to the attached Compliance Review Memorandum dated December 22, 2022.

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

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

Office of the Inspector General (OIG) / Office of the Commission on Ethics and Public Trust (COE) Reports: Pursuant to County Resolution No. R-321-23, which amended Implementing Order 3-34, and became effective on July 11, 2022, the Competitive Selection Committee was provided with all reports and findings of the OIG and/or the COE produced on September 6, 2022 and September 9, 2022, respectively, regarding any Proposer and their proposed subcontractor(s) for consideration while scoring in accordance with the applicable criteria identified in the solicitation.

First Tier Results: The First Tier meeting was held on August 17, 2023. The Competitive Selection Committee was tasked with evaluating the experience and qualifications of the Proposers, and scoring and ranking the proposals in accordance with the evaluation criteria

outlined in the solicitation. The Competitive Selection Committee scored all responsive proposals. During the evaluation process, all ties were broken using the standard tie-breaking procedure, as described in Section 3.3, Proposal Evaluation, of the Notice to Professional Consultants. Please refer to the attached First Tier Tabulation Sheet.

The Competitive Selection Committee, elected by majority vote, to invite all three (3) proposers to advance to the Second Tier phase.

Special Circumstances: On July 6, 2023, Arcadis U.S., Inc. was awarded Contract No. 18393-DSWM22-BE under SPD Project No. E22-DSWM-01: Professional Bond Engineering Services for Department of Solid Waste Management (“DSWM”), which includes the following participation restriction: “the Prime Consultant selected for award of this solicitation and its Subconsultant(s), as part of a team, will not be eligible for award of any future design or construction management services for the DSWM advertised during the effective term of the Professional Services Agreement to be issued as a result of this solicitation.” Accordingly, Arcadis U.S., Inc. is not eligible for the Design Criteria Professional and Owner's Representative for the New Waste to Energy Plant contract award, and was eliminated on August 23, 2023 from further participation on the procurement process for this project.

Second Tier Results: The Second Tier meeting was held on October 13, 2023. Atkins North America Inc., the highest ranked firm, was recommended for negotiations by the Competitive Selection Committee. Please refer to the attached Second Tier Tabulation Sheet.

Administrative Leave Eligibility:

The following County employees served as scoring members of the Committee and timely completed all committee-related duties, and are hereby entitled to one (1) day of paid administrative leave pursuant to Implementing Order No. 3-34:

Employee's Name	Employee's Department
John Wong	Solid Waste Management
Felix Cepero	Solid Waste Management
Marcia Steelman	Regulatory and Economic Resources
Michel Markovits	Internal Services
Kierre Hodges	Aviation

Circumstances Regarding Project Delays: This project experienced significant delays from September 2022 through August 2023 as follows: The request for SBD Compliance Review was sent to SBD on September 16, 2022, and the SBD compliance memorandum was received on December 22, 2022 resulting in a delay of 98 days. Several internal meetings between January 2023 and February 2023 were held with the County Attorney's Office, Commission on Ethics, and DSWM for review of potential organizational conflicts of interests for Arcadis US, Inc. Due to the accidental fire in February 2023 at the Resource Recovery Facility, the Board of County Commissioners adopted Resolution No. R-240-23 rescinding the prior Resolution No. R-728-22 and instructed the administration to explore and report back in 90 day with potential alternate site locations. This solicitation was placed on hold until August 2023. Two Competitive Selection Committee members were not available when scheduling the First-Tier evaluation meetings in August 2023 due to been on vacation and having previously scheduled commitments to be on interview panels respectively. Additionally, there were two substitutions of Competitive Selection Committee, the second one on July 27, 2023.

Request for Appointment of Negotiation Committee: Pursuant to Section 2-10.4(6) of the Code of Miami-Dade County, the Strategic Procurement Department hereby requests that the County Mayor or County Mayor's designee approve the following Negotiation Committee:

Ana M. DaSilva, A&E Consultant Selection Coordinator, SPD, will be the Negotiation Committee Coordinator.

Negotiation Committee:

John Wong, Assistant Director, Department of Solid Waste Management
Felix Cepero, Engineer 3, Department of Solid Waste Management
Michel Markovits, Energy Management Analyst, Internal Services Department

Request for Authorization to Enter Negotiations: Pursuant to Section 2-10.4 (6) of the Code of Miami-Dade County, it is hereby requested that the County Mayor or County Mayor's designee approve the selection of the following firm for the purpose of negotiating one (1) non-exclusive Professional Services Agreement for this solicitation, in accordance with the Competitive Selection Committee's recommendation:

RANKING OF SHORTLISTED FIRMS

ATKINS NORTH AMERICA INC

Final Ranking – 1
Total Ordinal Score – 6
Total Qualitative Points – 426

The following firm will serve as alternate:

HDR ENGINEERING INC

Final Ranking – 2
Total Ordinal Score – 9
Total Qualitative Points – 403

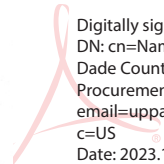
Pursuant to the Cone of Silence legislation included in the Conflict of Interest and Code of Ethics Ordinance, and Section 2-11.1 of the County Code, the County Mayor or County Mayor's designee will report to the Board of County Commissioners any of the following instances:

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

If approved, the Negotiation Committee will proceed with contract negotiations in accordance with Section 2-10.4(6) of the Code of Miami-Dade County, and submit the signed contract to be presented to the Board of County Commissioners for final approval, no later than 60 days from the date of this memorandum. The County will endeavor to negotiate an expedited schedule of 8 months or less for the delivery of the Design Criteria Package.

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

Approved:



Digitally signed by Namita Uppal
DN: cn=Namita Uppal, o=Miami
Dade County, ou=Chief
Procurement Officer,
email=uppaln@miamidade.gov,
c=US
Date: 2023.10.23 09:25:34 -04'00'

Namita Uppal
Director and Chief Procurement Officer

Date

Attachments:

1. List of Respondents
 2. SBD Compliance Review
 3. First Tier Tabulation Sheet
 4. Second Tier Tabulation Sheet
- c: Competitive Selection Committee
Clerk of the Board of County Commissioners



**MIAMI DADE COUNTY
INTERNAL SERVICES DEPARTMENT
LIST OF RESPONDENTS
REVISED**

Project Name: Design Criteria Professional And Owner's Representative Services For The New Waste To Energy Plant

Project No.: E22-DSWM-02

Measures: SBE-A/E: 11.75%

No. of Agreements: 1

Contract Type: PROFESSIONAL SERVICES AGREEMENT

Submittal Date: 08/23/2022

Team No.: 1

Prime Local Preference: Yes

Prime Name: HDR ENGINEERING INC

FEIN No.: 470680568

Trade Name:

Sub-Consultants Name	Trade Name	Subs FEIN No.
a. AECOM TECHNICAL SERVICES INC		952661922
b. ABSOLUTE CIVIL ENGINEERING SOLUTIONS LLC		451989489
c. LONGITUDE SURVEYORS LLC		364551726
d. HBC ENGINEERING COMPANY		223936061
e. NADIC ENGINEERING SERVICES INC		300052251
f. THE ENGINEERING COMPANY, LLC		812136937
g. APEX POWER SERVICES CORPORATION		650622716
h. CUNNINGHAM COMMUNICATIONS CONSULTING CO	BRAND ADVOCATES INC	650818493

Team No.: 2

Prime Local Preference: Yes

Prime Name: ARCADIS US INC

FEIN No.: 570373224

Trade Name:

Sub-Consultants Name	Trade Name	Subs FEIN No.
a. A D A ENGINEERING INC		592064498
b. HBC ENGINEERING COMPANY		223936061
c. ARCHITECTS INTERNATIONAL INC		592032355
d. PACIFICA ENGINEERING SERVICES, LLC		822566399
e. LONGITUDE SURVEYORS LLC		364551726
f. SAVINO & MILLER DESIGN STUDIO PA		650412661
g. STEARNS CONRAD & SCHMIDT CONSULTING ENGINEERS INC	SCS ENGINEERS	540913440
h. Ramboll US	RAMBOLL AMERICAS ENGINEERINS SOLUTIONS INC	160980138
i. JMG ENGINEERING INC		465538007
j. EARTHSHINE ENVIRONMENTAL INC		320055720
k. Innovative Waste Consulting Services LLC		412182717
l. APEX POWER SERVICES CORPORATION		650622716
m. GARDENER, BIST, BOWDEN, DEE, LA VIA, WRIGHT, PERRY & HARPER PA		592088596
n. WRAGG & CASAS PUBLIC RELATIONS, INC.	WRAGG & CASAS STRATEGIC COMMUNICATIONS	650278572
o. SINGER STUDIO LLC		824090464
p. EN ENGINEERING LLC	TG ADVISERS LLC	364485185
q. E&D Concepts, Inc.		470877008

MDC158



**MIAMI DADE COUNTY
INTERNAL SERVICES DEPARTMENT
LIST OF RESPONDENTS
REVISED**

Project Name: Design Criteria Professional And Owner's Representative Services For The New Waste To Energy Plant

Project No.: E22-DSWM-02

Measures: SBE-A/E: 11.75%

No. of Agreements: 1

Contract Type: PROFESSIONAL SERVICES AGREEMENT

Submittal Date: 08/23/2022

Team No.: 3

Prime Local Preference: Yes

Prime Name: ATKINS NORTH AMERICA INC

FEIN No.: 590896138

Trade Name:

Sub-Consultants Name	Trade Name	Subs FEIN No.
a. STANTEC CONSULTING SERVICES INC		112167170
b. NOVA CONSULTING INC		650577672
c. A D A ENGINEERING INC		592064498
d. GEOSOL INC		650997886
e. LONGITUDE SURVEYORS LLC		364551726
f. TERRACON CONSULTANTS INC		421249917
g. MEDIA RELATIONS GROUP LLC		200118620

Memorandum




DATE: December 22, 2022

TO: Namita Uppal, Director
Strategic Procurement Department

FROM: Gary Hartfield, Division Director
Internal Services Department
Small Business Development

SUBJECT: Compliance Memo
Project # E22-DSWM-02
Design Criteria Professional and Owner's Representative Services for the Department of Solid Waste Management's New Waste to Energy



Small Business Development (SBD) a Division of the Internal Services Department (ISD), has completed its review of the subject project for compliance with the Small Business Enterprise Architectural and Engineering Program (SBE-A&E). The contract measure established for this project is a 11.75% SBE-A&E Subconsultant Goal.

The Architectural & Engineering Division of the Strategic Procurement Department (SPD) submitted proposals which included the required certificate of assurance form from the following consultants for compliance review: HDR Engineering Inc., Arcadis U.S. Inc and Atkins North America, Inc. The following is the pre-award compliance status and summary.

FIRM:

1. HDR ENGINEERING INC
2. ARCADIS U.S. INC
3. ATKINS NORTH AMERICA, INC

STATUS:

- Compliant
Compliant
Compliant

SUMMARY:

HDR Engineering Inc (#1) submitted a utilization plan committing to utilize the following certified SBE-A&E subconsultants to meet the 11.75% SBE-A&E subconsultant goal: *Absolute Civil Engineering Solutions, LLC* to perform the following TCs: 9.01 – drilling, subsurface investigations and seismographic services, 9.02 – geotechnical and materials engineering services, 9.03 – concrete and asphalt testing services, 9.04 – non-destructive testing and inspections, 10.01 – stormwater drainage design engineering services, 11.00 – general structural engineering and 17.00 – engineering construction management at **5.00%**; *HBC Engineering Company* to perform the following TCs: 3.01 – site development and parking lot design, 3.04 – traffic engineering studies, 6.01 – water distribution and sanitary sewage collection and transmission, 6.02 – water and sanitary sewage pumping facilities, 10.01 – stormwater drainage design engineering services and 17.00 – engineering construction management at **3.00%**; *Longitude Surveyors, LLC* to perform the following TCs: 15.01 – surveying and mapping – land surveying, 15.02 – aerial photogrammetry and 15.03 – underground utility location at **2.00%**; *Nadic Engineering Services, Inc.* to perform the following TCs: 3.01 – site development and parking lot design, 6.01 – water distribution and sanitary sewage collection and transmission, 6.02 – water and sanitary sewage pumping facilities, 9.01 – drilling, subsurface investigations and seismographic services, 9.02 – geotechnical and materials engineering services, 9.03 – concrete and asphalt testing services, 10.01 – stormwater drainage design engineering services and 17.00 – engineering construction management at **3.00%**; and *The Engineering Company, LLC* to perform the following TCs: 6.01 – water distribution and sanitary sewage collection and transmission, 6.02 – water and sanitary sewage pumping facilities, 12.00 – general mechanical engineering and 17.00 – engineering construction management at **2.00%**. The prime and each subconsultant confirmed their participation via SBD's Business Management Workforce System. **HDR Engineering Inc.** has committed to a **15.00%** SBE-A&E subconsultant goal.

HDR Engineering Inc has met the 11.75% SBE-A&E subconsultant goal. **HDR Engineering Inc** is in compliance with the Small Business measure established for this contract.

Arcadis U.S. Inc. (#2), submitted a utilization plan committing to utilize the following certified SBE-A&E subconsultants to meet the 11.75% SBE-A&E subconsultant goal: *A.D.A. Engineering, Inc.* to perform the following TCs: 3.01 – site development and parking lot design, 6.01 – water distribution and sanitary sewage collection and transmission, 6.02 – water and sanitary sewage pumping facilities, 10.01 – stormwater drainage design engineering services, 12.00 – general mechanical engineering, 13.00 – general electrical engineering and 17.00 – engineering construction management at **8.00%**; *Architects International, Inc.* to perform the following TCs: 6.01 – water distribution and sanitary sewage collection and transmission, 6.02 – water and sanitary sewage pumping facilities, 11.00 – general structural engineering, 14.00 - architecture and 17.00 – engineering construction management at **0.45%**; *HBC Engineering Company* to perform the following TCs: 3.01 – site development and parking lot design, 3.04 – traffic engineering studies, 6.01 – water distribution and sanitary sewage collection and transmission, 6.02 – water and sanitary sewage pumping facilities, 10.01 – stormwater drainage design engineering services, 11.00 – general structural engineering, 13.00 – general electrical engineering and 17.00 – engineering construction management at **2.00%**; *Longitude Surveyors, LLC.* to perform the following TCs: 15.01 – surveying and mapping – land surveying, 15.02 – aerial photogrammetry and 15.03 – underground utility location at **0.80%**; *Pacifica Engineering Services, LLC* to perform the following TCs: 9.01 – drilling, subsurface investigations and seismographic services, 9.02 – geotechnical and materials engineering services, 9.03 – concrete and asphalt testing services and 9.04 – non-destructive testing and inspections at **0.50%** and *Savino & Miller Design Studio PA* to perform TC 14.00 – architecture at **0.15%**. The prime and each sub-consultant confirmed their participation via SBD's Business Management Workforce System. **Arcadis U.S. Inc** has committed to a **11.90%** SBE-A&E subconsultant goal.

Arcadis U.S. Inc. has met the 11.75% SBE-A&E subconsultant goal. **Arcadis U.S. Inc.** is in compliance with the Small Business measure established for this contract.

Atkins North America, Inc. (#3), submitted a utilization plan committing to utilize the following certified SBE-A&E subconsultants to meet the 11.75% SBE-A&E subconsultant goal: *A.D.A. Engineering, Inc.* to perform the following TCs: 3.01 – site development and parking lot design, 6.01 – water distribution and sanitary sewage collection and transmission, 6.02 – water and sanitary sewage pumping facilities, 7.00 – solid waste collection and disposal systems, 10.01 – stormwater drainage design engineering services, 11.00 – general structural engineering, 12.00 – general mechanical engineering, 13.00 – general electrical engineering and 17.00 – engineering construction management at **10.25%**; *Geosol, Inc.* to perform the following TCs: 9.01 – drilling, subsurface investigations and seismographic services and 9.02- geotechnical and materials engineering services at **0.50%**; *Longitude Surveyors, LLC* to perform the following TCs: 15.01 – surveying and mapping – land surveying and 15.03 – underground utility at **1.00%**. The prime and each sub-consultant confirmed their participation via SBD's Business Management Workforce System. **Atkins North America, Inc** has committed to a **11.75%** SBE-A&E subconsultant goal.

Atkins North America, Inc has met the 11.75% SBE-A&E subconsultant goal. **Atkins North America, Inc** is in compliance with the Small Business measure established for this contract.

SBD has verified that none of the aforementioned firms are listed with an open violation on the Compliance Report of Open and Closed Small Business Wage and/or Workforce Violations in the last three (3) years, as of December 22, 2022.

Please note that SBD staff reviewed for compliance with the SBE-A&E program only. The Architecture and Engineering Unit of the Strategic Procurement Department is responsible for any other issues that may exist. Should

you have any questions or need any additional information, please do not hesitate to call Tyrone White, SBD Capital Improvement Project Specialist at (305) 375-2824.

c: Amado Gonzales, SPD
Pablo Valin, SPD
Laurie Johnson, ISD

FIRST - TIER MEETING AUGUST 17, 2023		COMPETITIVE SELECTION COMMITTEE				SUB-TOTAL	TOTAL & ADJ. QUALITATIVE SCORE	TOTAL ADJ. ORDINAL SCORES	ORDINAL RANKING	FINAL RANK
		John Wong (DSWM)	Felix Cepero (DSWM)	Marcia Steelman (RER)	Michel Markovits (ISD)					
1	HDR ENGINEERING INC (LOCAL)	NAME OF FIRM(S)								
<p>MIAMI-DADE COUNTY DEPARTMENT OF SOLID WASTE MANAGEMENT (DSWM) DESIGN CRITERIA PROFESSIONAL AND OWNER'S REPRESENTATIVE SERVICES FOR THE NEW WASTE TO ENERGY PLANT</p> <p>TABULATION SHEET SPD PROJECT NO. E22-DSWM-02</p>										
<p>1A - Qualification of firms including team members associated to the project (Max. 50 points) 2A - Knowledge and Past Experience of similar type projects (Max. 20 points) 3A - Past Performance of the Firms (Max. 20 points) 4A - Amount of Work Awarded and Paid by the County (Max. 5 points) 5A - Ability of team members to interface with the County (Max. 5 points)</p>										
		50	40	44	43	10	167			
		20	15	17	17	5	74			
		10	15	18	17	5	65			
		5	4	5	4	1	19			
		87	78	87	85	24	361			
		1	2	3	2	3				
		1		3		24		7	2	2
		87					250			
<p>Tie-Breaker(CSC Ords)-Criterion 1A,2A,3A,4A,5A, then Total Qual. Points for 1A,2A,3A,4A,5A. Tie-Breaker (Total Ord. Score)-Total Adjusted Qual. Points, then Total Qual. Points for 1A,2A,3A,4A,5A</p>										
2	ARCADIS US INC (LOCAL)									
<p>1A - Qualification of firms including team members associated to the project (Max. 50 points) 2A - Knowledge and Past Experience of similar type projects (Max. 20 points) 3A - Past Performance of the Firms (Max. 20 points) 4A - Amount of Work Awarded and Paid by the County (Max. 5 points) 5A - Ability of team members to interface with the County (Max. 5 points)</p>										
		40	50	46	46	20	202			
		16	20	18	18	10	82			
		20	20	20	17	10	87			
		4	5	4	5	3	21			
		5	5	5	5	2	22			
		85	100	93	91	45	414			
		2	1	2	1	2				
		2			1			5	1	1
			100			45				
<p>Tie-Breaker(CSC Ords)-Criterion 1A, 2A,3A,4A,5A, then Total Qual. Points for 1A,2A,3A,4A,5A. Tie-Breaker (Total Ord. Score)-Total Adjusted Qual. Points, then Total Qual. Points for 1A,2A,3A,4A,5A</p>										
3	ATKINS NORTH AMERICA INC (LOCAL)									
<p>1A - Qualification of firms including team members associated to the project (Max. 50 points) 2A - Knowledge and Past Experience of similar type projects (Max. 20 points) 3A - Past Performance of the Firms (Max. 20 points) 4A - Amount of Work Awarded and Paid by the County (Max. 5 points) 5A - Ability of team members to interface with the County (Max. 5 points)</p>										
		40	30	48	44	30	192			
		10	10	20	17	15	72			
		15	10	19	16	15	75			
		3	3	3	3	2	14			
		5	3	4	4	4	20			
		73	56	94	84	66	373			
		3	3	1	3	1				
		3		1				7	2	3
			56	94			223			
<p>Tie-Breaker(CSC Ords)-Criterion 1A,2A,3A,4A,5A, then Total Qual. Points for 1A,2A,3A,4A,5A. Tie-Breaker (Total Ord. Score)-Total Adjusted Qual. Points, then Total Qual. Points for 1A,2A,3A,4A,5A</p>										

Ana M. Dasilva, Coordinator

SECOND-TIER MEETING OCTOBER 13, 2023		COMMITTEE MEMBERS					TOTAL QUALITATIVE POINTS	TOTAL ORDINAL SCORES	ORDINAL RANKING	FINAL RANK	
MIAMI-DADE COUNTY DEPARTMENT OF SOLID WASTE MANAGEMENT (DSWM) DESIGN CRITERIA PROFESSIONAL AND OWNER'S REPRESENTATIVE SERVICES FOR THE NEW WASTE TO ENERGY PLANT SPD PROJECT NO. E22-DSWM-02		John Wong (DSWM)	Felix Cepero (DSWM)	Marcia Steelman (RER)	Michel Markovits (ISD)	Kierre Hodges (MDAD)	SUB-TOTAL	TOTAL QUALITATIVE POINTS	TOTAL ORDINAL SCORES	ORDINAL RANKING	FINAL RANK
NAME OF FIRM(S)											
1	ATKINS NORTH AMERICA INC (LOCAL) 1B - Knowledge of Project Scope (50 points) 2B - Qualifications of team members assigned to the project (40 points) 3B - Ability to provide required services within schedule and budget (10 points) ORDINAL SCORES Tie-Breaker(CSC Ords)Criterion 1B, 2B, 3B, then Total Qualitative Points 1B, 2B, 3B Tie-Breaker(Total Ordinal Score) Total Qualitative Points, then Total Qual. Pts 1B, 2B, 3B	45 34 7 86	40 30 5 75	45 38 10 93	48 38 8 94	40 30 8 78	218 170 38 426	426	6	1	1
2	HDR ENGINEERING INC (LOCAL) 1B - Knowledge of Project Scope (50 points) 2B - Qualifications of team members assigned to the project (40 points) 3B - Ability to provide required services within schedule and budget (10 points) ORDINAL SCORES Tie-Breaker(CSC Ords)Criterion 1B, 2B, 3B, then Total Qualitative Points 1B, 2B, 3B Tie-Breaker(Total Ordinal Score) Total Qualitative Points, then Total Qual. Pts 1B, 2B, 3B	40 35 10 85	45 35 8 88	40 35 8 83	45 36 10 91	30 20 6 56	200 161 42 403	403	9	2	2
3	ARCADIS US INC (ELIMINATED)										

Ana M. DaSilva, A/E Coordinator

ATTACHMENT E



Small Business Development Division

Project Worksheet

Project/Contract Title: Design Criteria Professional and Owner's Representative Services for the Department of Solid Waste
Received Date: 6/15/2022
Project/Contract No: E22-DSWM-02
Funding Source: Other
Department: Solid Waste Management
Estimated Cost of Project/Bid: \$65,000,000.00
Description of Project/Bid: A solicitation to establish a Design Criteria Professional Agreement (DCP) to provide architectural and engineering services including, but not be limited to, preparation of Design Criteria Package for the design of a 4,000 ton per day waste to energy facility. The DCP will include the bidding documents incorporating schematic design, permitting, performance specifications and design criteria, design and post design support services, and construction administration for the Project. Services shall also include, but not limited to, field verification services and notifying DSWM regarding the Design Builder's compliance or noncompliance with the requirements of the design criteria.

Contract Measure		
Measure	Program	Goal Percent
Goal	SBE - A&E	11.75%
Reason for Recommendation		
<p>SBD reviewed this project pursuant to Implementing Order 3-32 for SBE-A & E measures. Project information analyzed included the project's scope of services, estimated project cost, minimum requirements/qualifications and funding source. Additional factors included the Verification of Availability (VOA) process to determine firms availability and assignment of the noted measures. One hundred ninety eight (198) SBE firms certified in the technical categories (TCs) below were contacted via the VOA process; six (6) firms responded as being able to perform the required scope of services. As such, a 11.75% SBE-A&E sub-consultant goal is applicable to this solicitation.</p> <p>The 11.75% SBE-A&E sub-consultant goal is based on the following Technical Categories: 03-01 site development and parking lot design at 0.50% 03-04 traffic engineering studies at 0.25% 06-01 water distribution and sanitary sewage collection and transmission at 0.50% 06-02 water and sanitary sewage pumping facilities at 0.25% 09-01 drilling, subsurface investigations and seismographic services at 0.25% 09-02 geotechnical and materials engineering services at 0.25% 09-03 concrete and asphalt testing services at 0.50% 09-04 non-destructive testing and inspections at 0.25% 10-01 stormwater drainage design engineering services at 0.50% 10-09 wellfield, groundwater, and surface water protection and management at 0.50% 11 general structural engineering at 1.50% 12 general mechanical engineering at 1.50% 13 general electrical engineering at 1.50% 14 architecture at 1.00% 15-01 Surveying and Mapping - Land Surveying at 1.00% 15-02 Aerial Photogrammetry at 1.00% 15-03 Underground Utility Location at 0.50%.</p> <p>The work description codes assigned based on the scope are:</p> <p>MDC-TCC 07 SOLID WASTE COLLECTION AND DISPOSAL SYSTEMS, MDC-TCC 11 GENERAL STRUCTURAL ENGINEERING, MDC-TCC 12 GENERAL MECHANICAL ENGINEERING, MDC-TCC 13 GENERAL ELECTRICAL ENGINEERING, MDC-TCC 14 ARCHITECTURE, MDC-TCC 17 ENGINEERING CONSTRUCTION MANAGEMENT, MDC-TCC 03-01 SITE DEVELOPMENT AND PARKING LOT DESIGN, MDC-TCC 03-04 TRAFFIC ENGINEERING STUDIES, MDC-TCC 06-01 WATER DISTRIBUTION AND SANITARY SEWAGE COLLECTION AND TRANSMISSION, MDC-TCC 06-02 WATER AND SANITARY SEWAGE PUMPING FACILITIES, MDC-TCC 09-01 DRILLING, SUBSURFACE INVESTIGATIONS AND SEISMOGRAPHIC SERVICES, MDC-TCC 09-02 GEOTECHNICAL AND MATERIALS ENGINEERING SERVICES, MDC-TCC 09-03 CONCRETE AND ASPHALT TESTING SERVICES, MDC-TCC 09-04 NON-DESTRUCTIVE TESTING AND INSPECTIONS, MDC-TCC 10-01 STORMWATER DRAINAGE DESIGN ENGINEERING SERVICES, MDC-TCC 10-09 WELLFIELD, GROUNDWATER, AND SURFACE WATER PROTECTION AND MANAGEMENT, MDC-TCC 15-01 Surveying and Mapping - Land Surveying, MDC-TCC 15-02 Aerial Photogrammetry, MDC-TCC 15-03 Underground Utility</p>		

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

 SBD Director

6-29-22

 Date



MEMORANDUM
(Revised)

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

DATE: December 12, 2023

FROM: 
Gen Bonzon-Keenan
County Attorney

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

Please note any items checked.

- "3-Day Rule" for committees applicable if raised
- 6 weeks required between first reading and public hearing
- 4 weeks notification to municipal officials required prior to public hearing
- Decreases revenues or increases expenditures without balancing budget
- Budget required
- Statement of fiscal impact required
- Statement of social equity required
- Ordinance creating a new board requires detailed County Mayor's report for public hearing
- No committee review
- Applicable legislation requires more than a majority vote (i.e., 2/3's present ____, 2/3 membership ____, 3/5's ____, unanimous ____, CDMP 7 vote requirement per 2-116.1(3)(h) or (4)(c) ____, CDMP 2/3 vote requirement per 2-116.1(3)(h) or (4)(c) ____, or CDMP 9 vote requirement per 2-116.1(4)(c)(2) ____) to approve
- Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(M)(1)
12-12-23

RESOLUTION NO. _____

RESOLUTION APPROVING CONTRACT AWARD OF A PROFESSIONAL SERVICES AGREEMENT BETWEEN MIAMI-DADE COUNTY AND ATKINS NORTH AMERICA, INC. ALSO KNOWN AS ATKINSREALIS USA INC. FOR DESIGN CRITERIA PROFESSIONAL AND OWNER'S REPRESENTATIVE SERVICES FOR MIAMI-DADE COUNTY'S NEW WASTE TO ENERGY PLANT, SPD PROJECT NO. E22-DSWM-02 IN AN AMOUNT OF \$65,000,000.00 INCLUSIVE OF A CONTINGENCY ALLOWANCE OF \$5,909,091.00 FOR A 10 YEAR TERM; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE THE AGREEMENT, AND EXERCISE ALL PROVISIONS CONTAINED THEREIN INCLUDING CANCELLATION, RENEWAL, AND EXTENSION PROVISIONS

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board:

Section 1. Approves the award of a Professional Services Agreement ("PSA") between the County and Atkins North America, Inc. also known as ATKINSREALIS USA INC. for Design Criteria Professional and Owner's Representative Services for Miami-Dade County's New Waste to Energy Plant, SPD Project No. E22-DSWM-02 in an amount of \$65,000,000.00 inclusive of a 10 percent contingency allowance of \$5,909,091.00 for a 10 year term.

Section 2. Authorizes the County Mayor or County Mayor’s designee to execute the PSA, in substantially the form attached to the accompanying memorandum and made a part hereof, and to exercise all provisions contained therein, including any cancellation, renewal, and extension provisions.

The foregoing resolution was offered by Commissioner _____, who moved its adoption. The motion was seconded by Commissioner _____ and upon being put to a vote, the vote was as follows:

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

The Chairperson thereupon declared this resolution duly passed and adopted this 12th day of December, 2023. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this resolution and the filing of this approval with the Clerk of the Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

JUAN FERNANDEZ-BARQUIN, CLERK

By: _____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

dsh

David Stephen Hope