

Memorandum



Agenda Item No. 14(A)(2)

Date: March 3, 2026

To: Honorable Chairman Anthony Rodriguez
and Members, Board of County Commissioners

From: Daniella Levine Cava
Mayor

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

Subject: Amendment Number Two to Agreement No. A15-PROS-04 GOB ESP; Contract No: 999999-15-014, for Full Services Professional Agreement – Region B

Executive Summary

It is recommended that the Board of County Commissioners (Board) authorize Amendment No. Two to the Professional Services Agreement (PSA), Agreement No. A15-PROS-04 GOB ESP, Contract No. 999999-15-014, between Miami-Dade County and Ferguson Glasgow Schuster Soto, Inc. (Ferguson Glasgow Schuster Soto). The purpose of this item is to increase the Agreement's capacity. This request increases the not-to-exceed compensation amount by \$1,850,000 from \$3,370,000 to \$5,220,000, with no minimum guarantee to the consultant, Ferguson Glasgow Schuster Soto, Inc. for additional professional services that are required for the Tropical Park Equestrian Center Design Build Project and future park improvement projects in Region B, as applicable. Approval of this amendment will ensure the County has sufficient contract capacity in place to issue service orders for bid and procurement support and for construction administration and related professional services.

Recommendation

It is recommended that the Board approve Amendment Number Two (Attachment A) to Agreement No. A15-PROS-04 GOB ESP; Contract No. 999999-15-014 with Ferguson Glasgow Schuster Soto, Inc. to increase the Agreement's not-to-exceed compensation amount by \$1,850,000.00 from \$3,420,550.00 to \$5,270,550.00. Amendment Number One is listed as Attachment B, the Professional Service Agreement (PSA) is listed as Attachment C, and Resolution No. R-1176-17 approving the PSA is listed as Attachment D.

Scope

The Agreement provides full professional services for Region B parks generally located between NW 119 Street and SW 120 Street within Miami-Dade County. The requested increase in funds will support current and future projects within Region B, including the Tropical Park Equestrian Center project, located at 7900 SW 40 Street, Miami FL 33155.

Region B includes parks in the following Commission Districts: 4, 6, 7, 8, 10, 11 and 12.

Delegated Authority

The authority of the County Mayor or the County Mayor's designee to execute and implement this PSA amendment is consistent with those authorities granted under the County Code. Approval of this amendment will not result in any new or additional delegations of authority.

Fiscal Impact/Funding Source:

The fiscal impact of Amendment Two is \$1,850,000.00. The services to be performed pursuant to Amendment Two will be funded from Fiscal Year 2025-26 Adopted Budget and Multi-Year Capital Plan project CIIP funding, Program #2000002957, Volume 2, Page 269, and future park improvement projects in Region B, as applicable, pages 242, 252, and 258, listed as Attachment E.

Track Record/Monitor:

The PROS Planning, Design, and Construction Excellence Division Contract Manager, Mr. Joe Cornely, will oversee the implementation of this Amendment. Ms. Mahe Brunet will be the Project Manager overseeing the design services. Ferguson Glasgow Schuster Soto, Inc. has an established track record of satisfactory performance on this and other County projects, including delivery of planning and design services for Region B Park facilities.

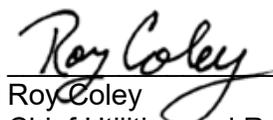
Background:

The Board ratified the competitively-established Professional Services Agreement (PSA) with Ferguson Glasgow Schuster Soto, Inc. through Resolution No. R-1175-17 for Full Services Professional Agreement – Region B, Project No. A15-PROS-04 GOB ESP; Contract No. 999999-15-014. The scope of services under this PSA includes planning, architectural and engineering design, surveying, cost estimating, scheduling, construction administration, inspections, and construction management-related services that are required for the Tropical Park Equestrian Center Design Build Project and future park improvement projects in Region B, as applicable.

The stables at the Tropical Park Equestrian Center are currently under a Notice of Violation extension, requiring useful life replacement or renovation in order to remain habitable and sustain continued equestrian operations into the future. The expanded scope of this Professional Services Agreement ensures that design, planning, and engineering resources remain available to address both ongoing needs and future capital improvements across all Region B park facilities as they are identified, prioritized, and the identification of sufficient funding.

As projects advance into the bidding and construction phases, the County requires continued professional services from Ferguson Glasgow Schuster Soto, Inc. to support the preparation of bid documents and addenda, respond to bidder inquiries, assist with the contract award process, and provide construction administration and related technical services throughout the construction of the project. Staff evaluated the County's available procurement options to obtain the technical and construction administration services required and determined that the recommended amendment to the existing PSA is the most efficient means to complete projects.

Pursuant to Resolution No. R-1001-15, County contracts with Small Business Enterprise (SBE) measures must achieve at least 85 percent of the applicable small business goals on the portion of the contract work performed to date before an amendment may be considered for approval by the Board. This contract was assigned SBE–Architectural & Engineering (SBE-A&E) measures, and, according to a compliance review conducted by the Small Business Development Division of the Internal Services Department, Ferguson Glasgow Schuster Soto, Inc. is in compliance with Resolution No. R-1001-15. Accordingly, it is recommended that the Board approve this amendment to allow the County to receive the additional professional services needed to support projects through bid, award, and construction.



Roy Coley
Chief Utilities and Regulatory Services Officer

ATTACHMENT A

AMENDMENT NUMBER TWO
TO
PROFESSIONAL SERVICE AGREEMENT
BETWEEN MIAMI DADE COUNTY, FLORIDA
AND
FERGUSON GLASGOW SCHUSTER SOTO, INC.
FOR PROFESSIONAL SERVICES
AGREEMENT NO.: A15-PROS-04 GOB ESP
CONTRACT NO.: 999999-15-014

This **Amendment Number Two** made and entered into this ____ day of _____, 20__ (the "Effective Date"), by and between **MIAMI-DADE COUNTY, FLORIDA**, a political subdivision of the State of Florida (hereinafter referred to as the "COUNTY"), and **FERGUSON GLASGOW SCHUSTER SOTO, INC.**, a Florida corporation authorized to do business in the State of Florida with offices in Miami-Dade County (hereinafter referred to as the "CONSULTANT").

WITNESSETH

WHEREAS, On May 2, 2017, the Board of County Commissioners ("Board") ratified the actions of the County Mayor's designee, as authorized under Section 2.8.2.12 of the Miami Dade County Code, approving the competitively-established Professional Services Agreement ("PSA") with Ferguson Glasgow Schuster Soto, Inc. through **Resolution No. R-1175-17 for Full Services Professional Agreement – Region B, Agreement No. A15-PROS-04 GOB ESP; Contract No. 999999-15-014** (the "Agreement"); with a total compensation amount of \$3,370,000.00 for a (7) seven-year term, with two (2) - Eighteen-month options-to-extend; and

WHEREAS, the Agreement provides full professional services for Region B parks generally located between NW 119 Street and SW 120 Street within Miami-Dade County, and the CONSULTANT agrees to support the Tropical Park Equestrian Center project, located in County Commission District 10, which includes the design and construction of new equestrian stable buildings, a new indoor arena, an event plaza, roadway improvements, and associated parking areas, and may also include future park improvements in Region B; and

WHEREAS, as the project advances into the bidding and construction phases, the COUNTY requires continued professional services from the CONSULTANT to support preparation of bid documents and addenda, respond to bidder inquiries, assist with the contract award process, and provide construction administration and related technical services throughout construction; and

WHEREAS, this Amendment Number Two increases the Agreement's not-to-exceed compensation amount by **\$1,850,000.00** from **\$3,370,000.00** to **\$5,220,000.00** for additional professional services required for the Tropical Park Equestrian Center project and other future park improvements in Region B, as applicable; and

WHEREAS, the Parties desire to modify the Agreement accordingly.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the Parties agree to the following:

1. Modification of Section 8

Section 8 of the Agreement is hereby modified to read as follows:

8.10.D. The aggregate sum of all payments for fees and costs, including reimbursable expenses to the Consultant under this Agreement shall not exceed **\$5,220,000.00**. No minimum amount of compensation is guaranteed to the CONSULTANT.

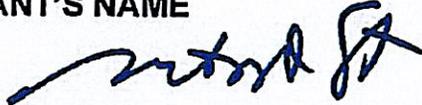
2. Ratification of Terms

All terms, covenants, and conditions of the Agreement not expressly modified or revised herein shall remain in full force and effect.

(SIGNATURES APPEAR ON NEXT PAGE)

CONSULTANT'S NAME

Attest:
Secretary:

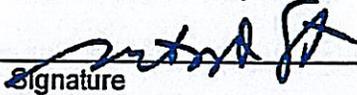


Signature

Ferguson Glasgow Schuster Soto, Inc.
Legal Name of Corporation

By:

Natividad Soto
Legal Name



Signature

(Corporate Seal)

Natividad Soto, President/Secretary/Treasurer
Legal Name and Title



MIAMI-DADE COUNTY, FLORIDA

Approved as to Form and Legal Sufficiency:

Assistant County Attorney

Date: _____

IN WITNESS WHEREOF the said MIAMI-DADE COUNTY, FLORIDA, has caused this Amendment Number Two to be executed in its name by the County Mayor, attested by the Clerk of the Board of County Commissioners, and has caused the seal of the Board County Commissioners to be set hereto, as executed and attested by the undersigned this day and year first above written.

ATTEST:

FOR:
**BOARD OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA**

(Seal)

**Juan Fernandez - Barquin
Clerk of the Court**

**DANIELLA LEVINE CAVA
Mayor**

By: _____
Clerk of the Board

By: _____
Roy Coley,
Chief Utilities & Regulatory Services Officer

Date: _____

Date: _____

Memorandum



Date:

To: Daniella Levine Cava
Mayor

From: Maria I. Nardi, Director
Parks, Recreation and Open Space Department

Subject: Amendment Number One to Agreement No. A15-PROS-04 GOB ESP; Contract No: 999999-15-014, for Full Services Professional Agreement – Region B.

Executive Summary

This item seeks approval from the County Mayor or County Mayor's designee to amend the Full Services Professional Agreement between Miami-Dade County ("County") and Ferguson Glasgow Schuster Soto, Inc, Agreement No. A15-PROS-04 GOB ESP, for additional design services, engineering, inspections, and related services for new construction, renovations and restoration projects at multiple parks located between NW 119 Street and SW 120 Street. ("Agreement"). The Agreement includes a total compensation amount of \$3,420,550.00 for a seven-year term, with two (2) - Eighteen-month options-to-extend.

Amendment Number One to the Agreement allows the County to exercise the two (2) - Eighteen-month options-to-extend, which will extend the Contract term through May 2, 2027. The services shall encompass the replacement of the existing community center, aquatic building and pool at the Marva Y. Bannerman Park, located at 4830 NW 24th Avenue, Miami, Florida 33142, with a new 8,450 SF Recreation Building, a new 4,850 SF Pool Building, a new pool and deck area of approximately 75' x 51' with an adjacent zero entry pool and the parking lot improvements for a new capacity of +/- 60 spaces. This project will commit to building a healthier, more vibrant and livable community through the implementation of the Parks, Recreation and Open Space Master Plan; the goal is to achieve a cost effective and aesthetically satisfying experience for park users by creating beautiful, durable, ecologically sustainable parks where the relationship between the person and the various elements of the park provide a memorable experience.

Recommendation

It is recommended that the County Mayor or County Mayor's designee approve Amendment Number One to the Agreement to exercise the two (2) - Eighteen-month options-to-extend, which will extend the Contract term through May 2, 2027– which excludes a 256-calendar day contingency period. Paragraph 8.10.D of the PSA contract references the options to renew and allows the Mayor or Mayor's Designee to extend the contract. A copy of the Professional Service Agreement is attached hereto as Exhibit "1."

Scope

The project is located in various sites within Miami-Dade County.

Delegated Authority

Upon approval of this item, the County Mayor or County Mayor's designee shall have the authority to execute Amendment Number One to Agreement No. A15-PROS-04 GOB ESP and to exercise all provisions contained therein.

Fiscal Impact/Funding Source:

There is no fiscal impact associated with this amendment.

Track Record/Monitor:

The PROS Planning, Design, and Construction Excellence Division Contract Manager, Mr. Michael J. Cornely, will oversee the implementation of this Amendment. Mr. Jhonnatan Escalante will be the Project Manager overseeing the design services.

Background:

On December 5, 2017, the Board, via Resolution No. R-1176-17, ratified the actions of the County Mayor's designee, as authorized by the County's Economic Stimulus Plan Ordinance (Section 2-8.2.7 of the Miami-Dade County Code), approving the Agreement for Design and Related Services. These services were to provide planning, architectural design, engineering design, surveying, mapping, scheduling, estimating, construction administration, construction engineering and inspections and construction management services.

Approval of the Amendment will exercise the options-to-renew, which will extend the Agreement term from May 2, 2024, through May 2, 2027, to cover the design services.

CONSULTANT'S NAME

Attest:

Secretary:



Signature

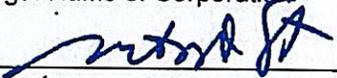
Ferguson Glasgow Schuster Soto, Inc.

Legal Name of Corporation

By:

Natividad Soto

Legal Name



Signature

Natividad Soto, President, Secretary

Legal Name and Title

(Corporate Seal)



Jimmy Morales, Chief Operating Officer



Date: 12/12/2024

ATTACHMENT C

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN MIAMI DADE COUNTY, FLORIDA AND FERGUSON GLASGOW
SCHUSTER SOTO, INC. FOR PROFESSIONAL SERVICES**

WHEREAS, The County has selected Ferguson Glasgow Schuster Soto, Inc. in accordance with Section 287.055, Florida Statutes (Consultant's Competitive Negotiation Act) and in accordance with Section 2-10.4, Code of Miami-Dade County and

WHEREAS, this Agreement has been entered into this 2nd May day of 2017 in the year two thousand and seventeen (effective date of Agreement), BY AND BETWEEN MIAMI-DADE COUNTY, FLORIDA, a political subdivision of the State of Florida, acting by and through its Board of County Commissioners, hereinafter called the "County" or "Owner" and Ferguson Glasgow Schuster Soto, Inc., hereinafter called the "Consultant", for the following Project:

**PROS Full Services Professional Services Agreement For Region B
Project No. A15-PROS-04, GOB ESP
Contract No. 999999-15-014**

RECEIVED

MAR 23 '17

RISK MANAGEMENT
DIVISION

The County and the Consultant agree as follows:

ARTICLE 1 – DEFINITIONS

- 1.01) **BASIC SERVICES:** Those professional services defined in Article 2.01.
- 1.02) **ADDITIONAL SERVICES:** Those professional services defined in Article 2.02.
- 1.03) **BOARD OF COUNTY COMMISSIONERS:** The duly elected officials authorized to act on behalf of the Owner.
- 1.04) **CONSULTANT:** The Architect/Engineer who has entered into a contract with the Owner to provide professional services under this Agreement. The Consultant shall act as the Owner's representative during the Construction Phase of the project, inclusive of the Warranty Phase.
- 1.05) **CONTRACTOR:** The firm who has entered into a Contract with the Owner for the construction of County facilities.
- 1.06) **1.06) OWNER:** Miami-Dade County, a political subdivision of the State of Florida.
- 1.07) **PROJECT:** The design, construction and all services and incidentals associated with the scope of work as intended and budgeted by the Owner; and listed in this Agreement or an executed Service Order issued by the Owner.
- 1.08) **SERVICE ORDER:** A document issued by the Owner to the Consultant authorizing the performance of specific professional services, stating the scope of the work, the time for completion and amount of the fee authorized for such services. In case of emergency, the

Owner reserves the right to issue oral authorization to the Consultant with the understanding that written confirmation shall follow immediately thereafter.

- 1.09) USING AGENCY:** Miami-Dade County Parks, Recreation and Open Spaces Department hereinafter referred to as the "Department". The Department's Director or his/her designee is also authorized to act on behalf of the Owner on all matters pertaining to this Agreement.
- 1.10) SCOPE OF WORK:** Planning, architectural design, engineering, landscape architecture, design, surveying, mapping, scheduling, estimating, construction administration, construction engineering and inspections and construction management services for new construction, renovations and restoration projects at multiple parks located between N.W. 119th Street and S.W. 120th Street. Professional Services may also be assigned between the North County Line and N.W. 119th Street; and/or between S.W. 120th Street and S.W. 264th Street if PROS deems it necessary. The specific professional services will be listed and authorized in individual Service Orders.
- 1.11) SUB CONSULTANT:** A person or organization which is properly registered as a professional Architect, Engineer, Landscape Architect, Land Surveyor or other qualified professional in other fields not requiring professional registration, who has signed an Agreement with the Consultant to furnish professional services for the scope of work described under Article 1.10.
- 1.01) STANDARD OF CARE:** Performance of the Consultant demonstrating a level of skill, care, diligence and sound architectural and engineering practice in the execution of all work assigned in this agreement.

ARTICLE 2 - SERVICES AND RESPONSIBILITIES OF THE CONSULTANT

BASIC SERVICES: The following services are hereinafter referred to as "Basic Services". For each Service Order assigned, the Consultant shall provide complete professional architectural and engineering services, including all civil engineering, structural engineering, architectural, mechanical/plumbing engineering, electrical engineering, landscape design, and any other necessary professional services as required to complete the Project scope.

Professional Services unique to the location of the park and the facilities within the park are considered a part of the Consultant's Basic Services. The Owner expects the Consultant to adhere to and be committed to the principles of building a healthier, more vibrant and livable community through the implementation of the Parks and Open Spaces Master Plan, hereby incorporated by reference. The Consultant must share the Owners goal of achieving a cost effective and aesthetically satisfying experience for all park users by creating beautiful, durable, ecologically sustainable parks where the relationship between the person, the experience and the various elements of the park are thoughtfully considered to yield an excellent design that is based

PROS Full Services PSA For
Region B
Project No. A15-PROS-04, GOB ESP

on the Park Architecture Structure and Landscape Pattern Book, hereby incorporated by reference.

The construction delivery method may vary and will depend on the specific scope negotiated in each individual Service Order. The Basic Services shall include all costs associated with providing full professional services based on the selected construction delivery method.

The drawings shall be produced by Computer Aided Design (CADD) in a version acceptable by the Owner as described in Article 2.01.5.13.

The Consultant shall be familiar with the local codes, ordinances, LEED Certification requirements and Implementing Order relating to sustainability; as described in Article 8.09.N.

The Consultant will be responsible for writing and distributing minutes of all meetings he/she is asked to attend.

When a set of documents is referred to hereunder, it shall mean a bound set of all documents which are 24" X 36", or smaller if approved by the Owner.

The Consultant shall provide all necessary coordination and review of the analysis to comply with Ordinance 94-73 – Value Analysis and Life Cycle Costing as part of his Basic Services. The Consultant shall incorporate all Owner approved Value Analysis and Life Cycle Costing recommendations at the end of the Design Development Phase as part of their Basic Services.

Basic Services shall also include three (3) meetings/presentations with the representatives from Art in Public Places and forty (40) hours for coordination with the selected artist to comply with Ordinance No. 73-77 – Art in Public Places (See Article 8.09.G.)

The Basic Services shall also include obtaining the LEED Silver Certificate (at a minimum) and shall conform to the Sustainable Buildings Program Ordinance, Implementing Order 8-8 and Florida Statutes.

The Basic Services shall also include evaluating the latest studies/projections and potential impacts of sea level rise and including design solutions that conform to the intent of the County's Resiliency Program (Ordinance 14-79 and Resolution R-451-14) to ensure that the projects (and their infrastructure) will function properly and safely for fifty (50) years or the projected useful life of the project, whichever is greater.

2.01)A. Phase I - Programming:

- 2.01.A.1) Upon receipt of an authorization to proceed from the Owner, the Consultant and their Sub-Consultants shall visit the site to verify all existing conditions. The Consultant shall be responsible to document the existing conditions in a digital format (photographs, video, etc.). The Consultant and their Sub-Consultants shall be responsible for the

professional quality, technical accuracy, and coordination of all services required to verify the adequacy and conditions of existing systems; utilities; etc.; on which the design intent is based. The Consultant shall timely indicate/recommend to the Owner what (if any) additional testing and/or verification process (es) is/are needed to reasonably determine that the existing conditions (i.e. electrical; mechanical; plumbing; structural systems; and others) can be relied upon for the successful completion of the scope of the work. The Consultant shall prepare and present the Design Program Document for approval by the Owner. The Owner shall review the document for program compliance only; it is the Consultant's responsibility to coordinate their work as well as the work generated by the various Sub-consultants involved with the Project. The Programming submittal must include Design Program Documents, a Project Development Schedule and a Statement of Probable Construction Costs as defined below:

- 2.01.A.1.A)** The Consultant shall confer with representatives of the Owner to prepare and establish a Design Program Document consisting of a programmatic design concept and detailed textual discussion listing all functions and spaces, together with the square footage of each assignable space, gross square footage, and a description of the relationships between and among the principal programmatic elements. The Park, the project location within the Park and the Owner's design principals must be taken into consideration when developing the Programming Document. The Consultant must consider the principles of building a healthier, more vibrant and livable community when developing the Programming Document. The Consultant shall demonstrate discuss how the goal of achieving a cost effective and aesthetically satisfying experience for all park users by creating beautiful, durable, ecologically sustainable parks where the relationship between the person, the experience and the various elements of the park were implemented. This task must also address the extent to which development actions affect current operations and revenue.
- 2.01.A.1.B)** Provide a detailed development schedule that shows the planned completion date of each phase of the project. This task must also address the extent to which development actions affect current operations and revenue. Schedules must include reasonable allocations of time, including periods necessary for review, approval, permitting, and contingencies; as well as significant milestones. The Consultant shall be held

responsible for adhering to the approved Project Development Schedule and requirements for submittal that are related to their scope of work under this Agreement (Refer to Article 8.04.C).

2.01.A.1.C) Provide a Statement of Probable Construction Costs that includes a summary evaluation of the estimated cost of all buildings and infrastructure, including fixed equipment, site improvements, construction contingency allowance, movable equipment (if any), utility service extensions or upgrades. The evaluation shall consist of a brief description of the basis for estimated costs, and how project costs can be adjusted to conform to construction budgets, regulatory review and bid schedules. The Statement of Probable Construction Costs shall be submitted in CSI format using the standard 48 Divisions. Costs shall be adjusted to the projected bid date and broken down by individual scope elements. Included in the Statement of Probable Construction Costs shall be all additional Project costs to comply with all applicable Ordinances, Resolutions, and Administrative Orders affecting the Construction Project (Refer to Article 8.09.B).

2.01.A.1.C.1) If the statement of Probable Construction Costs exceeds allocated funds, the Consultant shall prepare recommendations for reducing the scope of the Project in order to bring the estimated costs within allocated funds at no additional cost to the Owner within thirty (30) calendar days. A Service Order to proceed with Phase II will not be issued if the Statement of Probable Construction Costs exceeds the total allocated budget for construction, unless the Consultant and the Owner agree on methods to enable construction to be completed within the funds available.

2.01.A.2) The Consultant shall submit eight (8) copies of documents required under this Phase as part of basic services for review and approval by the Owner. The Consultant shall not proceed to the next Phase of the Project until the Owner issues an authorization to proceed. The review (check) set shall be returned to the Owner.

2.01)B Phase II - Schematic Design:

2.01.B.1) Upon receipt of an authorization to proceed from the Owner and based on the owner-approved Programming Document, the Consultant shall prepare and present the Design Concept and

Schematic Documents for approval by the Owner. The Owner shall review the documents for program compliance only; it is the Consultant's responsibility to coordinate their work as well as the work generated by the various Sub-consultants involved with the Project. The submittal must include Schematic Design Studies, a three-D digital model, an updated Project Development Schedule and an updated Statement of Probable Construction Costs as defined below:

- 2.01.B.1.A) The Schematic Design Studies shall consist of site plans, floor plans, elevations, sections and all other elements required to show the scale, relationship of the components and context within the Park. Site plans shall include a zoning analysis and identification of any special archeological, historic, site or environmental requirements affecting the site.
- 2.01.B.1.B) A three-D digital rendering or sketch shall be provided to further show the design concept. Studies shall include a general description of the major components (civil, structural, mechanical and electrical systems) of the Project.
- 2.01.B.1.C) The Consultant shall submit an updated Project Development Schedule showing the planned completion date of each of the remaining phases of the Project. This task must also address the extent to which development actions affect current operations and revenue. Schedules must include reasonable allocations of time, including periods necessary for review, approval, permitting, and contingencies. The Consultant shall be held directly responsible for adhering to the Project Development Schedule and requirements for submittal that are related to their scope of work under this Agreement (Refer to Articles 8.04.C).
 - 2.01.B.1.C.1) Each time any portion, phase or milestone of the Project Development Schedule is not met through no fault of the Owner, and/or a required submittal is incomplete the Consultant must submit an Updated Project Development Schedule in accordance with the requirements of 2.01.B.1.C above within seven (7) calendar days. Said Development Schedule must include a "Recovery Plan" component providing a detailed explanation for said deviation, and Consultants detailed plan of action for recovering lost time. The Owner must approve all updated Project Development Schedules.

2.01.B.1.D) The consultant shall submit an updated Statement of Probable Construction Costs consisting of a detailed breakdown of the estimated cost of the building(s), including fixed equipment, site improvements, professional fees, construction contingency allowance, movable equipment (as applicable), utility service extensions and funding allocation evaluation. The Statement of Probable Construction Costs shall be submitted in CSI format using the standard 48 Divisions. Costs shall be adjusted to the projected bid date and broken down by individual scope elements. Included in the Statement of Probable Construction Costs shall be all additional Project costs to comply with all applicable Ordinances, Resolutions, and Administrative Orders affecting the Construction Project (Refer to Article 8.09.B).

2.01.B.1.D.1) If the statement of Probable Construction Costs exceeds allocated funds, the Consultant shall prepare recommendations for reducing the scope of the Project in order to bring the estimated costs within allocated funds at no additional cost to the owner within thirty (30) calendar days.. A Service Order to proceed with Phase II will not be issued if the Statement of Probable Construction Costs exceeds the total allocated budget for construction, unless the Consultant and the Owner agree on methods to enable construction to be completed within the funds available.

2.01.B.2) The Consultant shall submit eight (8) copies of documents required under this Phase as part of basic services for review and approval by the Owner.

2.01.B.3) The Consultant shall return the review (check) sets of documents from the Programming Phase submission. The Consultant shall provide an appropriate response to all review comments noted on the previous Phase documents. The Consultant shall not proceed to the next Phase of the Project without the Owner's authorization to proceed.

2.01)C Phase III - Design Development

2.01.C.1) Upon receipt of an authorization to proceed from the Owner, and based on the approved Programming and Schematic Design documents, the Consultant shall prepare for approval by the Owner and present in writing and, if requested by the Owner, at an oral presentation, the following: Design Development Documents, an updated Project Development Schedule and an updated Statement of Probable Construction Costs as defined below. The Owner shall

review the documents for program compliance only; it is the Consultant's responsibility to coordinate their work as well as the work generated by the various Sub-consultants involved with the Project.

- 2.01.C.1.A) The Design Development Documents shall consist of fully dimensioned drawings (site plans, floor plans, elevations, sections, etc.), outline specifications, and other documents that delineate and describe the character of the entire Project with respect to context of the project within the Park. The Design Development Documents shall include the architectural design; civil, structural, mechanical and electrical systems; landscaping; construction materials and finishes; environmental, archeological and historic features and uses; and other items incidental thereto as may be appropriate and applicable. Consultant's staff from each of the major technical disciplines shall attend the oral presentation (if requested by the Owner), to explain the design concepts.
- 2.01.C.1.B) An updated Development Schedule showing the planned completion date of each of the remaining Phases of the Project (Refer to Article 2.01.B.1.C).
- 2.01.C.1.C) An updated Statement of Probable Construction Costs (Refer to Article 2.01.B.1.D).
 - 2.01.C.1.C.1) If the updated statement of Probable Construction Costs exceeds allocated funds, the Consultant shall prepare recommendations for reducing the scope of the Project in order to bring the estimated costs within allocated funds at no additional cost to the Owner within thirty (30) calendar days. An authorization to proceed with Phase IV will not be issued if the latest Statement of Probable Construction Costs exceeds the total allocated budget for construction, unless the Consultant and the Owner agree on methods to enable construction to be completed within the funds available.
- 2.01.C.2) The Consultant shall submit eight (8) copies of documents required under this Phase as part of basic services for review and approval by the Owner.
- 2.01.C.3) The Consultant shall return the review (check) sets of documents from the Schematic Phase submission. The Consultant shall provide an appropriate response to all review comments noted on the previous

Phase documents. The Consultant shall not proceed to the next Phase of the Project without the Owner's authorization to proceed.

2.01)D Phase IV - Construction Documents Development

2.01.D.1) Upon receipt of an authorization to proceed from the Owner the Consultant and their Sub-Consultants shall visit the site once again to confirm if there have been any changes to the existing site conditions. The Consultant shall be responsible to refresh the digital record of the existing conditions. The Consultant shall promptly inform the Owner of any changes that could require restoring site to previous existing conditions, or that shall require the Consultant and their Sub-Consultants to modify the plans and drawings to adjust to newly encountered conditions. The Consultant shall, based on the approved Design Development Documents and this subsequent site visit, prepare the Final Construction Documents setting forth in detail the requirements for the construction of the Project, including the Proposal-Agreement (Bid) form, Conditions of the Contract with all necessary information for the bidders, complete drawings and the Project Manual. The Consultant is responsible for complete coordination between the architectural/engineering disciplines and compliance with all regulatory agencies having jurisdiction.

2.01.D.2) Fifty percent (50%) Construction Documents Submittal: The Consultant shall prepare and submit a fifty percent (50%) Construction Documents submittal for review and approval by the Owner which shall include the items indicated below. The Owner shall review the documents for program compliance only; It is the Consultant's responsibility to coordinate their work as well as the work generated by the various Sub-consultants involved with the Project.

2.01.D.2.A) Eight (8) sets of all fifty percent (50%) construction drawings. The Consultant shall include a complete index of drawing sheets with all anticipated drawings necessary to fully define the construction and an estimate of the current percent of completion of each of the drawings.

2.01.D.2.B) Eight (8) sets of the Project Manual. The Consultant shall in their preparation of the Project Manual, use CSI Standards, including the 48-Division and 4-Part Section format, developed and recommended by the Construction Specifications Institute (CSI). The Project Manual at the 50% Construction Documents submittal shall include all sections of "Division 1" which shall be one hundred percent (100%) completed, and all of the technical specification sections, which shall be fifty percent

(50%) completed to include the section's contents. These specifications shall be in final form, except as may be revised through the review process and shall be more than merely outline specifications as submitted during the Design Development Phase.

- 2.01.D.2.C) Color boards/samples, which shall show complete color selections and samples for all finish materials.
- 2.01.D.2.D) An updated Development Schedule showing the planned completion date of each of the remaining Phases of the Project (Refer to Article 2.01.B.1.C).
- 2.01.D.2.E) An updated Statement of Probable Construction Costs (Refer to Article 2.01.B.1.D).

2.01.D.2.E.1) If the updated statement of Probable Construction Costs exceeds allocated funds, the Consultant shall prepare recommendations for reducing the scope of the Project in order to bring the estimated costs within allocated funds at no additional cost to the Owner within thirty (30) calendar days.

The Consultant shall include deductive/additive alternate bid items at no additional cost to the Owner if approved or directed by the Owner.

An authorization to proceed with further Construction Documents Development will not be issued if the latest Statement of Probable Construction Costs exceeds the total allocated budget for construction, unless the Consultant and the Owner agree on methods to enable construction to be completed within the funds available.

- 2.01.D.3) The Consultant shall return the review (check) sets of documents from the Design Development Phase submission. The Consultant shall provide an appropriate response to all review comments noted on the previous Phase documents. The Consultant shall not proceed to the next Phase of the Project without the Owner's authorization to proceed.
- 2.01.D.4) The Consultant shall not proceed with further Construction Documents Development until approval of the 50% documents is received from the Owner and authorization issued to proceed with the next phase. Approval by the Owner shall be for progress only and does not relieve

the Consultant of its responsibilities and liabilities relative to code compliance and to other covenants contained in this Agreement. The Consultant shall resolve all questions indicated on the documents and make all changes to the documents necessary in response to the review commentary.

- 2.01.D.5) Rendering Requirements:** At approximately seventy-five percent (75%) completion of the Construction Documents, the Consultant shall submit a minimum of four (4) studies of proposed perspective drawings of the Project indicating suggestions for angles of view and general composition of a rendering. Upon the Owner's selection of a perspective format, the Consultant shall execute final renderings for submission with one hundred percent (100%) Construction Documents submittal. The Consultant shall also submit the digital images to the owner along with the renderings as stipulated in section 2.01.D.6.D. The digital images shall be 1200 dpi at 100% for press printing (minimum). Digital files shall be able to be used at 6" x 4" at 300 dpi.
- 2.01.D.6) One hundred percent (100%) Construction Documents Submittal:** The Consultant shall prepare and submit a one hundred percent (100%) Construction Documents submittal for final review, comments and approval by the Owner. The Owner shall review documents for program compliance only; it is the Consultant's responsibility to coordinate their work as well as the work generated by the various Sub-consultants involved with the Project. The one hundred percent (100%) submittal shall include the following:
- 2.01.D.6.A)** Eight (8) sets of all one hundred percent 100% construction drawings.
- 2.01.D.6.B)** Eight (8) sets of the Project Manual. These specifications shall be in final form, except as may be revised through the review process.
- 2.01.D.6.C)** Eight (8) sets of all reports, programs, and similar documents necessary for the issuance of documents for bidding and Construction Contract award.
- 2.01.D.6.D)** Final rendering submittal consisting of three (3) 20" x 30" framed and glassed (in non-reflective glazing) perspective rendering in color and three (3) 10" x 15" framed and glassed (in non-reflective glazing) color photographic copies of the rendering. Digital versions of the final renderings shall also be provided to the Owner. The digital images shall be 1200 dpi at

100% for press printing (minimum). Digital files shall be able to be used at 6" x 4" at 300 dpi.

- 2.01.D.6.E) An updated Development Schedule showing the planned completion date of the Project (Refer to Article 2.01.B.1.C) and anticipated date of occupancy.
- 2.01.D.6.F) An updated Statement of Probable Construction Costs (Refer to Article 2.01.B.1.D). The Statement of Probable Construction Costs shall include all adjustments necessary for projected award date, changes in requirements, or general market conditions. If the Statement of Probable Construction Cost exceeds the total allocated budget for construction, the Consultant is responsible for reviewing materials, equipment, component systems and types of construction included in the Contract Documents and shall recommend changes in such items, reasonable adjustment in the scope of the Project and/or Deductive/Additive Alternates that will result in bids within the allocated budget. All such changes in the Contract Documents shall be made at no additional cost to the Owner within thirty (30) calendar days. It is agreed that any "Statement of Probable Construction Costs" or Cost Estimate prepared by the Consultant represents a reasonable estimate of cost in their best judgment as a professional familiar with the local construction industry, applicable County Resolutions, Administrative Orders and Ordinances and that the Consultant has no control over the market conditions. The Consultant therefore, cannot and does not guarantee that bids will not vary from the Cost Estimate.
- 2.01.D.6.F.1) If after consideration to the Consultant's recommendations concerning materials, equipment, component systems and types of construction, the updated statement of Probable Construction Costs exceeds allocated funds, the Consultant shall prepare recommendations for reasonably reducing the scope of the Project in order to bring the estimated costs within allocated funds at no additional cost to the Owner within thirty (30) calendar days.
- 2.01.D.7) The Owner's permit expeditor, not the Consultant will usher or "walk-through" the permit documents through the Miami-Dade County Building Department and/or other applicable regulatory agencies. The Consultant shall expeditiously address revisions and attend all meetings as required to resolve Code Compliance comments. The

Consultant is responsible for identifying all permit and zoning requirements and shall assist the Owner in filing and following-up for permit approvals at the earliest practicable time during the performance of the services. The Consultant is responsible for preparing all the necessary portions of the Construction Documents necessary for approval by County, Municipal, State and/or Federal regulatory authorities having jurisdiction over the Project by law or contract with the County and shall assist in obtaining any such applicable certifications of "permit approval" by such authorities prior to approval by the Owner of the one hundred percent (100%) Construction Documents.

The Consultant shall promptly, at any time during the performance of the Services hereunder, advise the Owner of any substantial increases in costs set forth in the Statement of Probable Construction Cost that in the opinion of the Consultant is caused by the requirement(s) of such regulatory authorities. The Consultant will be issued a reimbursable expense Service Order for permitting fees paid to authorities that have jurisdiction over the work.

- 2.01.D.8) The Consultant shall return the fifty (50%) percent review (check) sets.
- 2.01.D.9) The Consultant shall make all required changes and resolve all questions presented by the Owner and/or regulatory authorities on the documents.

Once the regulatory agency reviews the "dry-run" Construction Documents and submits its review comments to the Owner, the Owner shall submit the "dry-run" sets back to the Consultant. Upon receipt of the "dry-run" sets, the Consultant shall have a maximum of fourteen (14) calendar days or shall mutually agree, with owner, the number of days to submit the revised "dry-run" sets with corrected responses back to the Owner for submittal to the authorities having jurisdiction. Failure to comply with this timeline may be cause for the Owner to impose the damages for delays as stipulated in Article 8.04.C.1. In addition, when it is determined that repeated disapproval comments are a result of the Consultant's lack of appropriately addressing those comments result in additional fees imposed by the authorities having jurisdiction, the Owner shall assess those additional fees to the Consultant for payment to the authorities having jurisdiction.

The one hundred percent (100%) complete check set(s) shall be returned to the Owner. Upon final approval by the Owner, the

Consultant shall furnish five (5) sets of all drawings and Project Manuals to the Owner, without additional charge.

The Owner shall recover the 100% of the total cost of the damages for delays and regulatory fees incurred by the Owner and caused by the Consultant's delays, re-submittals, etc. To obtain such recovery, the Owner shall deduct from funds due the Consultant in this contract. Should the damages incurred by the Owner exceed the amount due under the contract, the Owner shall look to the Consultant and the Consultant's insurer for the remaining amount of damages incurred by the Owner. The recovery of additional costs by the Owner under this paragraph shall not limit or preclude recovery for other separate and/or additional damages that the Owner may have otherwise incurred.

- 2.01.D.10) If requested by the Owner, the Consultant shall prepare and/or assist the Owner in the preparation of documents to initiate the bid and award for the Project.

2.01)E Phase V - Bidding and Award of Contract

- 2.01.E.1) Approval of Bid Documents and Printing: Upon obtaining all necessary approvals of the Construction Documents from authorities having regulatory jurisdiction, and acceptance by the Owner of the Bid Documents and latest Statement of Probable Construction Cost, the Consultant shall assist the Owner in obtaining bids, preparing and awarding the Construction Contract. The Owner, for bidding purposes, will have the bid documents (drawings and Project Manual) printed through its existing agreements with printing firms, or, at its own discretion, may authorize such printing as a reimbursable service to the Consultant.
- 2.01.E.2) Issuance of Bid Documents, Addenda, Pre-Bid Meetings, and Bid Opening:
- 2.01.E.2.A) If requested by the Owner, the Consultant shall assist the Owner, in issuing the Bid Documents to prospective bidders.
- 2.01.E.2.B) The Consultant shall record all questions, prepare and issue an appropriate response to such questions (Addenda), if any are required, during the bidding period. When requested by the Owner, the Consultant shall advise all bidders to submit in writing, any questions to which a response is necessary to prepare a bid on the Project. No addenda shall be issued without the Owner's concurrence.

- 2.01.E.2.C) The Consultant shall attend all Pre-Bid Meetings and require attendance of major sub-consultants at such meetings. The Consultant shall record the minutes of said meetings. The Consultant shall issue, no later than two (2) business days after said meeting, minutes of meeting(s).
- 2.01.E.2.D) The Consultant shall be present at the bid opening with the Owner's staff.
- 2.01.E.3) The Consultant shall assist the Owner in the evaluation and analysis of bids, determining the responsiveness of bids and preparing documents for Award of Contract. If the lowest responsive Base Bid received exceeds the Total Authorized Design Value for Construction, the Owner may:
 - 2.01.E.3.A) Approve the increase in the Project Budget and award a Contract; or
 - 2.01.E.3.B) Reject all bids and re-bid the Project within a reasonable time at no additional compensation to the Consultant; or
 - 2.01.E.3.C) Direct the Consultant to revise the scope and/or manner of construction, and re-bid the Project. The Consultant shall, without additional compensation, modify the Construction Documents as necessary to bring the Probable Construction Cost within the Total Authorized Design Value at no additional cost to the Owner within a reasonable amount of time, not to exceed sixty (60) calendar days; or
 - 2.01.E.3.D) Suspend or abandon the Project.
- 2.01)F Phase VI - Administration of the Construction Contract
 - 2.01.F.1) Each Construction Phase will commence with the award of a Construction Contract and will terminate when the Owner approves the Contractor's final Capital Project Payment Certificate. During this period, the Consultant shall provide Administration of the Construction Contract, hereby incorporated by reference, pursuant to this Agreement.
 - 2.01.F.2) The Consultant, as the representative of the Owner during the Construction Phase shall advise and consult with the Owner and shall have the responsibilities and meet the obligations outlined therein;

and the authority to act on behalf of the Owner to the extent required and provided for in the Construction Contract.

2.01.F.3) The prime consultant shall visit the site to conduct construction meetings, field inspections once a week and at any other time as necessary or as requested by the Owner or Contractor. The prime Consultant shall visit the site at all key construction events, and to ascertain the progress of the work and determine, in general, if the work is proceeding in accordance with the Contract Documents. Sub consultants shall be required to visit the site as necessary to conduct field inspections, to ascertain the progress of the Project and determine, in general, if the Work is proceeding in accordance with the Contract Documents and at the request of the Owner. The Consultant and their Sub consultants shall provide all certifications and inspections required by the authorities having jurisdiction; threshold inspection (when required by the nature of the work as determined by the regulatory agencies having jurisdiction) shall be provided by the Consultant and compensated as an Additional/Reimbursable service, unless otherwise negotiated and included in the Basic Services and authorized in the Service Order.. Soils inspections shall be provided by the Owner. On the basis of on-site observations, the Consultant and their Sub consultants shall endeavor to safeguard the Owner against defects and deficiencies in the work of the Contractor. The Consultant will be responsible at no additional cost to the Owner for writing and distributing minutes of all meetings and field inspection reports they are asked to attend. The Consultant shall distribute draft of the minutes within two (2) business days of said meeting. The Consultant shall revise the minutes to reflect any comments/feedback from the attendees pertaining to actual discussions held and characterizations made during the meeting, and release the final and official version of the minutes for that particular meeting within five (5) business days of said meeting. The Consultant and their Sub consultants will not be held responsible for construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the work for which the Contractor is responsible. The Consultant and their Sub consultants will not be held responsible for the Contractor's or Subcontractors', or any of their agents' or employees' failure to perform the work in accordance with the Contract unless such failure of performance results from the Consultant's acts, errors or omissions.

2.01.F.4) The Consultant shall furnish the Owner with a written report of all observations of the work and require all Sub consultants to do same during each visit to the site. The report shall also note the weather, general status and progress of the work. Copies of said report shall

be submitted to the Contractor and Owner within two (2) business days of the site visit. Copies of the reports shall be attached to the request for monthly professional services payment during the Construction Administration Services Phase. If requested by the Owner, the Consultant and/or Sub consultants shall provide additional detail on written reports of observations of the work. The Consultant's failure to provide written reports of all site visits or minutes of meeting in accordance with this Agreement shall result in a proportional reduction in Construction Administration fees paid to the Consultant. The Consultant and their Sub consultants shall ascertain that the Contractor is making timely, accurate, and complete notations on the "record drawings".

- 2.01.F.5)** Based on observations at the site and consultation with the Owner, the Consultant shall promptly review the Contractor's payment requisitions, determine the amount due the Contractor, and shall recommend approval of such amount. This recommendation shall constitute a representation, by the Consultant, to the Owner, that to the best of the Consultant's knowledge, information and belief, the work has progressed to the point indicated, the quality of the work is in accordance with the Contract Documents and the Contractor is entitled to amounts stated on the requisition subject to:
- 2.01.F.5.A)** Detailed evaluation of the work for conformance with the Contract Documents, including compliance with the construction contract's requirements for the submittal of releases of liens;
 - 2.01.F.5.B)** The results of testing required by the Contract Documents; for which final results have not been received,
 - 2.01.F.5.C)** Minor deviations from the Contract Documents correctable prior to completion;
 - 2.01.F.5.D)** Specific written representations made by the Contractor on the Capital Project Payment Certificate or attachments thereto; and prior to recommending payment to the Contractor, the Consultant will prepare a written statement to the Owner on the status of the work relative to the Construction Schedule, which shall be attached to the Contractor's Requisition. Such statement shall be prepared immediately following the payment requisition review field meeting and shall not be cause for delay in timely payment to the Contractor pursuant to the Miami-Dade County Prompt Payment Ordinance hereby included by reference.

- 2.01.F.6) For purposes of this Phase, the Consultant shall be the interpreter of the Contract Documents. The Consultant shall make written recommendations on all claims from the Contractor relating to the execution and progress of the work and all other matters or questions related thereto.
- 2.01.F.7) The Consultant shall have the authority to recommend rejection of work that does not conform to the Contract Documents. Whenever, in their opinion, the Consultant considers it necessary or advisable to insure compliance with the Contract Documents, they will have the authority to recommend special inspection or testing of any work deemed to be not in accordance with the Contract, whether or not such work has been fabricated or delivered to the Project, or installed and completed.
- 2.01.F.8) The Consultant shall promptly review and approve shop drawings, samples, and other submissions from the Contractor at no additional charge to the Owner. Changes or substitutions to the Contract Documents shall not be authorized without concurrence of the Owner and shall be authorized by Change Proposal Request. The Consultant shall have a maximum of fourteen (14) calendar days from receipt of shop drawings or other submittals by the Contractor, to return said shop drawings or submittals to the Contractor with comments indicating either approval or disapproval.
- 2.01.F.9) The Consultant shall initiate and prepare required documentation for Changes as required by their own observations or as requested by the Owner, and shall review and recommend action on proposed Changes at no additional cost to the Owner. When the Contractor submits a request for Change Order or Change Proposal Request, the Consultant shall, within ten (10) calendar days, review and submit to the Owner, their recommendation along with an analysis and/or study supporting such recommendation as applicable at no additional cost to the Owner.
- 2.01.F.9.A) The Consultant shall not receive additional compensation for revisions to drawings associated with changes to the contract due to errors or omissions for which the Consultant is responsible.
- 2.01.F.10) The Consultant and their Sub-Consultants shall examine the work upon receipt of the "Contractor's Request for Substantial Completion Inspection" and shall recommend execution of a "Certificate of Acceptance for Substantial Completion" after first ascertaining that the

Project meets minimum requirements for substantial completion in accordance with the Contract requirements. The Consultant and their sub-consultants in conjunction with the Owner shall prepare a "Punch List" of any defects and discrepancies in the work. The Consultant shall recommend execution of a "Certificate of Final Acceptance" and final payment to the Contractor upon satisfactory completion of all items on the "Punch List" and receipt of all necessary close-out documentation from the Contractor, including but not limited to all warranties, operating and maintenance manuals, releases of claims and such other documents and certificates required by applicable codes, laws, and the Contract Documents.

- 2.01.F.11) The Consultant shall monitor and provide assistance relative to instruction of the Owner's personnel in the operation and maintenance of any equipment or system, and initial start-up and testing, adjusting and balancing of equipment and systems to assure a smooth transition from construction to occupancy of the Project.
- 2.01.F.12) The Consultant shall furnish to the Owner the original documents revised to "record drawings and specifications" condition within thirty (30) calendar days of receipt of the field record set from the Contractor. Transfer of changes made by approved "Change Proposal Requests", "Requests for Information", substitution approvals, or other clarifications will be the Consultant's responsibility to incorporate into the "record" documents. Changes made in the field to suit field conditions, or otherwise made by the Contractor for their convenience shall be marked by the Contractor on the "Field Record Set" and transferred to a copy of the original Contract Documents ("Final Record Set") by the Consultant. The original documents, the "Field Record Set" and the "Final Record Set" shall become the property of the Owner.
- 2.01.F.13) The Consultant shall furnish to the Owner one complete set of unlocked "Record Drawings" in Auto CADD (version as agreed to by Owner and Consultant, but not less than version 2013) formatted on a CD, DVD media or flash drive, in drawing (*.dwg) files. All project drawing files, external drawing references and plot style files used to produce the drawings set shall load automatically once each of the project pages are opened. Also, the Consultant shall submit one complete set of unprotected PDF "Record Drawings". The submitted CD's, DVD's or flash drives shall become the property of the Owner.
- 2.01.F.14) The Consultant shall furnish to the Owner one simplified site plan and floor plan(s) reflecting "Record Drawings" conditions with graphic scale and north arrow. Plans must show room names, room numbers,

overall dimensions, square footage of each floor area. Two (2) copies shall be furnished on 11" x 17" sheets in Auto CADD (version as agreed to by Owner and Consultant, but not less than version 2013) formatted on a CD, DVD or flash drive, in drawing (*.dwg) files. Also, the Consultant shall submit the simplified site plan and floor plan(s) as unprotected PDF's. The submitted CD's, DVD's or flash drives shall become the property of the Owner.

- 2.01.F.15) The Consultant shall commission professional photography specializing in architecture, of the completed project. The Consultant shall provide digital copies of the existing condition and final project digital photographs, video, etc. to the Owner.

2.01)G Warranty Administration

- 2.01.G.1) The Consultant and their Sub-Consultants shall inspect the work prior to the one year warranty anniversary to identify defects reported during the one-year warranty period and shall oversee and represent the Owner with the correction of defective Work or warranty corrections that may be discovered during said warranty period at no additional cost to the Owner. The Consultant and their Sub-Consultants (as needed) shall participate with the Owner's representatives in the one year warranty inspection, coordinate the issuance of any corrective punch lists required as a result of such inspection; and monitor the contractor's compliance with such corrective punch lists. The Consultant's assistance may be sought by the Owner for warranties exceeding one year, for which the Consultant will be compensated as mutually agreed to by the Consultant and Owner.

2.02) ADDITIONAL SERVICES: Other Services as listed below are generally considered to be beyond the scope of the Basic Services as defined in this Agreement. The Consultant shall provide these services, if authorized by an appropriate "Service Order", and will be compensated for as provided under Article 5.02.

- 2.02.A) Financial feasibility, life cycle costing, planning surveys, site evaluations, land use analysis, visitor analysis, or comparative studies of related prospective sites.
- 2.02.B) Design services relative to future facilities, systems and equipment associated with the site that are or are not intended to be constructed as part of this Project.
- 2.02.C) Research, analysis, and recommendations for design criteria packages for design/ build projects associated with this site.

- 2.02.D) Any additional special professional services (other than the normal architectural, civil, structural, mechanical, electrical engineering and landscape services) as may be required for the Project, including but not limited to: additional planning and programming services not already included in the basic services, acoustical, interior design, food services, photography and soils Consultant.
- 2.02.E) Threshold and geotechnical soil inspection and piling inspections shall be considered additional services. However all other special inspector services required by the authorities having jurisdiction shall be included and a made a part of the Basic Services.
- 2.02.F) Additional Statements of Probable Construction Costs, if requested by the Owner.
- 2.02.G) Major revisions to the drawings and specifications when such revisions are inconsistent with written approvals or instructions previously given by the Owner and are due to causes beyond the control of the Consultant. (Major revisions are defined as those changing the scope, engineering systems, scheme, or any significant portion thereof from what was previously approved).
- 2.02.H) Preparing to serve and serving as an expert witness in connection with any public hearing, arbitration proceeding, or legal proceeding.
- 2.02.I) Investigations, detailed appraisals and valuations of existing facilities, and surveys or inventories required in connection with construction performed by the Owner.
- 2.02.J) Services for planning tenant or rental spaces unless included in the scope of work.
- 2.02.K) Any other services not otherwise included in this Agreement or not customarily furnished in accordance with generally accepted architectural design practice.

2.03) REIMBURSABLE SERVICES

- 2.03.A) Reimbursable Expenses are those authorized by the Owner in addition to the Basic Services and Additional Services and consist of actual expenditures made by the Consultant and the Consultant's employees, Sub consultants and Special Consultants in the interest of the Project for the purposes listed below. Reimbursable Expenses shall be paid from a dedicated allowance.

- 2.03.A.1) Authorized travel, lodging and meals in connection with the Project subject to limitations imposed by Chapter 112.061, Florida Statutes, and County Administrative Orders;
 - 2.03.A.2) Costs/Fees paid for securing approvals of authorities having jurisdiction over the work. This does not include repeated costs arising from multiple rejections of the Consultant's work product by the regulatory agencies having jurisdiction due to Consultant and his/her Sub consultants' failure to address/correct previous comments and/or markups;
 - 2.03.A.3) Reproductions, excluding those for the office use of the Consultant, Sub-Consultant(s), permit reviews and check/review sets required by the Agreement;
 - 2.03.A.4) Mailing of Bid Documents (if required).
 - 2.03.A.5) Courier services.
 - 2.03.A.6) Other equipment or supplies, if specifically requested and authorized by the Owner.
- 2.03.B) The Owner after verifying appropriate bills, invoices or statements will reimburse the Consultant for the costs of Reimbursable Expenses.

2.04) DEDICATED ALLOWANCES

- 2.04.A) Other Services, including but not limited to those listed below are generally considered to be beyond the scope of the Basic Services as defined in this Agreement. The Consultant shall provide these services, if authorized by an appropriate "Service Order", and will be compensated for as provided under Article 5.02. The aggregate sum for all payments to the Consultant for these Services authorized on this Project shall be limited to \$60,000.00.
- 2.04.A.1) Special professional Archaeologist for services as may be required for the Project.
 - 2.04.A.2) Special professional Historical Restoration for services as may be required for the Project.
 - 2.04.A.3) Special professional services related to sea level rise and resiliency studies.

ARTICLE 3 – SUBCONSULTANTS

3.01) SUBCONSULTANTS' RELATIONS

- 3.01.A) All services provided by the Sub consultants shall be pursuant to appropriate agreements between the Consultant and Sub consultants which shall contain provisions that preserve and protect the rights of the Owner and the Consultant under this Agreement, and which impose no responsibilities or liabilities on the Owner.
- 3.01.B) The Consultant proposes to utilize the following Sub consultants for the Project:
- Ardaman & Associates, Inc.
Consulting Engineering & Science, Inc.
Douglas Wood & Associates, Inc.
Gartek Engineering Corporation
Hadonne Corp.
Curtis & Rogers Design Studio, Inc.
Plusurbia, LLC
C. I. Elias Construction Group, Inc.
Espirito Santo Graphics Inc.
Galloway Office Supply, Inc.
- 3.01.C) The Consultant shall not change any Sub consultant without the Owner's approval. A written request from the Consultant must be submitted to the owner, stating the reasons for the proposed change.
- 3.01.D) The Consultant is required under this Agreement to achieve the following Contract measures applied to this project as shown in the attached Schedule of Participation and letter of Intent as presented in the Consultant's proposal for the project.
- 33% Small Business Enterprise Program for Architectural and Engineering Services (SBE/AE) Goal
- 4% Small Business Enterprise Program for Goods and Services Goal
- 3.02.E) The Consultant is required under this Agreement to make timely payments of respective share(s) to all Sub consultants for work completed by the design team and accepted and paid for by the Owner. The Consultant will be held responsible for any project delays caused by Consultant's failure to provide timely payment to his/her Sub Consultants. Nothing in this paragraph shall be construed to interfere with Consultant's rights to withhold payment(s) for valid non-performance issues pursuant to respective sub-agreement(s) with its sub consultants.

ARTICLE 4 - THE OWNER'S RESPONSIBILITIES

4.01) INFORMATION FURNISHED

- 4.01.A) The Owner, at its expense, shall furnish the Consultant with the following information, or may authorize the Consultant to provide the information as a Dedicated Allowance/Additional/Reimbursable Service.
 - 4.01.A.1) A survey of the proposed Project site if available.
 - 4.01.A.2) Soil borings or test pits; chemical, mechanical, structural, or other tests when deemed necessary, including standard professional interpretation thereof and recommendations. The Consultant shall recommend such necessary tests to the Owner.
 - 4.01.A.3) Information regarding the Project budget, Owner's procedures, guidelines, forms, formats and assistance to establish the Project program per Article 2.01.A.1 of this Agreement.

4.02) PROJECT MANAGEMENT

- 4.02.A) The Department Director, or his/her designee shall act on behalf of the Owner in all matters pertaining to this Agreement, and shall approve all Service Orders to the Consultant and all invoices for payment to the Consultant.
- 4.02.B) The Department Director shall designate a Project Manager to act as liaison between the Consultant and the Owner. The Consultant shall have general responsibility for management of the Project through all Phases of the work included in this Agreement. The Consultant shall meet with the Project Manager at periodic intervals throughout the preparation of the Contract Documents to assess the progress of the Consultant's work in accordance with the approved "Project Development Schedule" to establish and/or review programmatic requirements and Scope of Project. The Consultant and their Sub consultants should visit the site periodically during the Design Phase to assess existing conditions.
- 4.02.C) During the construction phase, the Consultant shall provide services for the responsibilities assigned to the Consultant by the "General Conditions" and "Supplementary Conditions" of the construction contract, hereby incorporated by reference.

ARTICLE 5 - BASIS OF COMPENSATION

5.01) **BASIC SERVICES FEE:** The Owner agrees to pay the Consultant, and the Consultant agrees to accept for Basic Services rendered pursuant to this Agreement, fees computed under Article, 5.01B, of this Agreement called the "Basic Fee".

5.01.A) **Percentage of Construction Cost – Not Used**

5.01.B) **Agreed Lump Sum**

5.01.B.1) Under this compensation basis, the Consultant agrees to perform specifically described services for an agreed fixed dollar amount of compensation.

5.01.B.2) The aggregate sum for all payments to the Consultant for Basic Services authorized on this Project shall be limited to \$3,000,000.00

5.01.C) **Multiple of Direct Salary Expense**

Fees calculated on an hourly basis shall be a multiple of 2.9 times the salary rate paid to personnel directly engaged on the Project and in no case shall the maximum billable hourly rate (including multiples) exceed \$160.00 per hour for the Consultant and Sub consultant except as specifically provided herein. The rate for personnel shall be as determined from the actual paid salaries reported to the Department of Internal Revenue. If a full-time project Field Representative is required the multiple shall not exceed 2.2. Said fee shall constitute full compensation for all costs incurred in the performance of the work such as supervision, overhead and profit, fringe benefits, operating margin and all other costs not covered by reimbursable expenses. Over-time rates must be authorized by the Owner in advance and at no time exceed time-and-a half. Principals shall not receive additional compensation for performance of over-time work.

The maximum billable hourly rates for personnel directly engaged in the Project and for the time of the principals engaged directly in the work may be adjusted in accordance with the cost of living index or up to three per cent (3%), whichever is the minimum, after a period of two (2) years from the date of execution of this agreement; and every two years thereafter.

5.01.C.1) Personnel directly engaged on the Project by the Consultant may include Engineers, Designers, Job Captains, Draftspersons, Specification Writers, Field Accountants and Inspectors engaged in construction, research, design, production of drawings, specifications and related documents, construction inspection and other services pertinent to the Project during all phases thereof.

5.01.C.2) Multiple of Direct Salary Expense services fees shall not include charges for office rent or over-head expenses of any kind, including local telephone and utility charges, office/drafting supplies, depreciation of equipment, professional dues, subscriptions, reproductions of drawings and/or specifications, mailing, stenographic, clerical, or other employee time or travel and substance not directly related to the Project. The multiple factor set forth above shall cover all such costs pertinent to the Project. Authorized reproduction costs in excess of that required at each Phase of the work shall be considered a Reimbursable Service as defined in Article 2.03 of this Agreement.

5.01.C.3) The consultant shall be compensated at the flat rate of \$160.00 per hour for the time of principals engaged directly in the work. This rate shall not be subject to the negotiated multiplier and shall be applied to the time spent on requested work by the following principals:

<u>Natividad Soto</u>	<u>Mel Garcia</u>
<u>Douglas Wood</u>	<u>Roberto Betancourt</u>
<u>Robert Santiago</u>	<u>Abraham Hadad</u>
<u>Jorge Ruiz</u>	<u>Aida Curtis</u>
<u>Marcos Perez</u>	<u>Jean Lee</u>
<u>Richard Bochnovich</u>	<u>Jennie Rogers</u>
<u>John R. Guttman</u>	<u>Jun Mullarat</u>

5.01.D) Fee for Design of Additive Alternates

5.01.D.1) The design of additive alternates authorized by the Owner will be considered a Basic Service.

5.01.D.2) The Consultant shall not be entitled to additional compensation for Phases I through IV (design through bidding), or for alternates required because of the failure of the Consultant to design the Project so that it may be constructed within the total allocated construction funds. The Owner may recognize exceptional construction market cost fluctuations and provide relief to the Consultant of this provision, before exercising this option.

5.01.E) Fee for Change Orders to the Construction Contract

5.01.E.1) The Consultant will be authorized an Additional Services fee for that amount computed by the method agreed upon under Article 5.01.B or 5.01.C of this Agreement, for additional design fees ascribed to

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"Change Order Work", provided that such changes are not attributable to errors or omissions or regulatory requirements.

5.02) ADDITIONAL/REIMBURSABLE SERVICES FEE

5.02.A) At the discretion of the Owner, the Consultant may be authorized to incur Reimbursable Expenses described under Articles 2.02 and 2.03 of this Agreement.

The Owner as verified by appropriate bills, invoices or statements will reimburse the costs of Reimbursable Expenses on a direct cost basis.

The aggregated sum for all payments to the consultant for Reimbursable Expenses authorized on this Project shall be limited to \$10,000.00.

5.02.B) The fee for Additional Services will be computed by one of the methods outlined in 5.01.B and 5.01.C as mutually agreed to by the Owner and the Consultant.

At the discretion of the Owner, the Consultant may be authorized to perform Additional Services described under Article 2.02 of this Agreement.

If the Owner and Consultant cannot agree on a lump sum for Additional Services as described in Article 5.01.B, then the owner may direct the consultant to perform the services as a multiple of direct salary expense as defined in Article 5.01.C. Should the consultant refuse such a service work order; it may become the basis for termination of this agreement.

ARTICLE 6 - PAYMENTS TO THE CONSULTANT

6.01) PAYMENT FOR BASIC SERVICES

6.01.A) Payment for Basic Services may be requested monthly in proportion to actual services performed during each Phase of the Work. Said payments shall, in the aggregate, not exceed the percentage of the estimated total Basic Compensation indicated below for each Phase unless otherwise stated in a service order, or approved by the Owner.

6.01.A.1) 10% upon completion and approval of Phase I (Programming)

6.01.A.2) 15% upon completion and approval of Phase II (Schematic)

6.01.A.3) 25% upon completion and approval of Phase III (Design Development)

- 6.01.A.4) 45% upon completion and approval of Phase 50% of IV (50% Documents)
 - 6.01.A.5) 70% upon completion and approval of Phase 100% of IV (100% Documents, submittal of required renderings and permitting/Dry Run approval)
 - 6.01.A.6) 75% upon completion of Phase V (Bid and Contract Award)
 - 6.01.A.7) 100% upon completion of Phase VI (Construction Administration and approval of all Work pursuant to Article 2.01.F)
 - 6.01.B) Partial payments not to exceed 90% in the aggregate may be made during Phase VI according to the overall percentage completed of the Construction Contract.
 - 6.01.C) If the Construction Administration time is extended due to the Contractor's failure to substantially complete the work within the contract time, through no fault of the Consultant; the Consultant may be compensated for any services required and/or expenses not otherwise included in the Basic Services in connection with such time extension(s) as Additional Services. The fee for such services will be mutually agreed to by the Consultant and the Owner, in accordance with Articles 5.01.B or 5.01.C.
 - 6.01.D) All payments will be made upon receipt and review of duly certified invoices stating that the services for which payment is requested have been performed per this agreement. All invoices must be accompanied with a current Utilization Report (UR). Payments will not be processed without the UR pursuant to Administrative Order 3-39.
- 6.02) PAYMENT FOR ADDITIONAL SERVICES AND/OR REIMBURSABLE EXPENSES**
- 6.02.A) Payment for Additional Services and/or Reimbursable Expenses may be requested monthly in proportion to the services performed.
 - 6.02.B) When such services are authorized as a Multiple of Direct Salary Expense, the Consultant shall submit the names, classification and salary rate per hour, as reported to the Department of Internal Revenue, hours worked, and total charge for all personnel directly engaged on the Additional Service, multiplied by the multiplier stated in Article 5.01.C of this Agreement. Billable hours must reflect hours paid and reported to the Internal Revenue Service.
 - 6.02.C) When services are authorized as a Reimbursable Expense; the Consultant shall attach the expense invoice with all supporting data necessary to substantiate costs reimbursement.

- 6.02.D) All payments will be made upon receipt of duly certified invoices stating that the services for which payment is requested have been performed pursuant to this agreement. All invoices must be accompanied with a current Utilization Report (UR). Payments will not be processed without the UR pursuant to Administrative Order 3-39.

ARTICLE 7 - REUSE OF PLANS AND SPECIFICATIONS

7.01) SCOPE OF SERVICES

- 7.01.A) If the Owner elects to re-use the plans and specifications for other sites, for purposes other than that for which it was prepared, it shall be at the Owner's sole risk and holds the Consultant and Sub consultants harmless for any liability arising out of any reuse of documents.
- 7.01.B) All notes, correspondence, documents, designs, drawings, renderings, calculations, specifications, models, photographs, reports, surveys, investigations, and any other documents and copyrights thereto for Services performed or produced in the performance of this Agreement, whether in paper form or other hard copy medium or in electronic medium, except with respect to copyrighted standard details and designs owned by the Consultant or owned by a third party and licensed to the Consultant for use and reproduction, shall become the property of the County. However, the County may grant an exclusive license of the copyright to the Consultant for reusing and reproducing copyrighted materials or portions thereof as authorized by the County in advance and in writing. In addition, the Consultant shall not disclose, release, or make available any document to any third party without prior written approval from County. The Consultant shall warrant to the County that he/she has been granted a license to use and reproduce any standard details and designs owned by a third party and used or reproduced by the Consultant in the performance of this Agreement.

The Consultant shall bind all Sub consultants to the same terms of this Agreement for reuse of plans and specifications.

Nothing contained herein shall be deemed to exclude any document from Chapter 119 of the Florida Statutes.

ARTICLE 8 - GENERAL PROVISIONS

8.01) INDEMNIFICATION AND WAIVER OF LIABILITY

- 8.01.A) Pursuant to Section 725.08 of the Florida Statutes, the Consultant shall indemnify and hold harmless the Owner and its officers and employees from any and all liability, losses or damages, including reasonable attorneys' fees and costs of defense, which the Owner or its officers and employees, may incur as a result of claims, demands, suits, causes of action, or proceedings of any kind or nature arising out of, relating to or resulting from the negligence, recklessness, or intentionally wrongful conduct by the Consultant or its employees, agents, servants, partners, principals, or subcontractors in the performance of this Agreement. Consultant shall pay all claims and losses in connection therewith, 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 Owner or its officers, employees, agents, and instrumentalities as herein provided.

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

- 8.01.B) The Consultant agrees and recognizes that the Owner shall not be held liable or responsible for any claims which may result from any actions, errors or omissions of the Consultant in which the Owner participated either through review or concurrence of the Consultant's actions. In reviewing, approving or rejecting any submissions by the Contractor or other acts of the Consultant, the Owner in no way assumes or shares any responsibility or liability of the Consultant or Sub consultants, the registered professionals (architects and/or engineers, etc.) under this Agreement.

8.02) ERRORS AND OMISSIONS

- 8.02.A) The Owner shall maintain a record of all construction changes categorized according to the various types, causes (errors, omissions, unforeseen, owner requested, regulatory requirement, etc.) Among those categories is construction changes caused by design errors and/or omissions in the construction documents that were prepared by the Consultant. For the purposes of this contract provision, costs incurred by the Owner that are a result of errors and/or omissions shall be dealt with as follows:

8.02. A.1) Errors and Omissions

Construction changes categorized by the Owner, as caused by an error, an omission or any combination thereof in the contract documents that were prepared by the Consultant will constitute an additional cost to the Owner that would not have been incurred otherwise. The damages to the Owner for errors, omissions or any combination thereof shall be calculated as one hundred percent (100%) of the total cost of the change and includes direct and indirect costs. Damages shall include delay damages caused by the error, omission or any combination thereof. The damages to the Owner resulting from omissions will include additional costs resulting from associated delays and the price differential resulting from non-competitively bid prices, etc.; but will not include unjust enrichment resulting from elements of the construction that should not have been omitted. Should the Consultant disagree that all or part of such damages are the result of errors, omissions, or any combination thereof, the Consultant may appeal to the Department's Director. The Department Director's decision on all claims, questions and disputes shall be final, conclusive and binding upon the parties hereto unless such determination is clearly arbitrary or unreasonable. In the event that the Consultant does not agree with the decision of the Department's Director, the Consultant may appeal to the Miami-Dade County Mayor. The Department and the Consultant shall abide by the decision of the Miami-Dade County Mayor, or his designee. This paragraph does not constitute a waiver of any party's right to proceed in a court of competent jurisdiction, after the above administrative remedies have been exhausted.

8.02.A.2) Payment for Damages arising out of Errors, Omissions or any Combination Thereof

The Owner shall recover the total cost of the damages to the Owner caused by the Consultant's errors and/or omissions.

To obtain such recovery, the Owner shall deduct from funds due the Consultant in this contract. Should the damages incurred by the Owner exceed the amount due under the contract, the Owner shall look to the Consultant and the Consultant's insurer for the remaining amount of damages incurred by the Owner. The recovery of additional costs by the Owner under this paragraph shall not limit or preclude recovery for other separate and/or additional damages that the Owner may have otherwise incurred.

8.02.A.3) The Consultant shall participate in all negotiations with the Contractor related to changes. The Consultant's participation shall be at no additional cost to the Owner.

- 8.02.A.4) For purposes of this Article, direct and indirect costs shall be defined as in the general conditions section of the construction Project Manual for the Project.

8.03) INSURANCE

- 8.03.A) The Consultant shall furnish to Miami-Dade County Parks, Recreation and Open Spaces Department at 275 NW 2 Street, Miami, Florida 33128, Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below prior to any work assignment:

8.03.B) Insurance Required

- 8.03.B.1) Worker's Compensation Insurance for all employees as required by Florida Statutes 440.
- 8.03.B.2) Commercial General Liability Insurance on a comprehensive basis in an amount not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage. **Miami-Dade County must be shown as an additional insured with respect to this coverage.**
- 8.03.B.3) Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage.
- 8.03.B.4) Professional Liability Insurance in an amount not less than \$1,000,000 per claim.

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

- 8.03.C.1) The company must be rated no less than "A-" as to management, and no less than "Class VII" as to financial strength by Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County Risk Management Division.

or

The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or

Approved to Do Business in Florida" issued by the State of Florida
Department of Financial Services.

CERTIFICAN HOLDER MUST READ:

Miami-Dade County
111 NW 1st Street
Suite 2340
Miami, FL 33128

- 8.03.C.2) Within fourteen (14) calendar days from acceptance of the terms of this agreement by both parties and prior to execution, the Consultant shall furnish the Owner (through the Project Manager) photocopies of their professional liability insurance policy and certificates of insurance. The certificates shall clearly indicate that the Consultant has obtained insurance of the type, amount, classification required by these provisions. No material change or cancellation of the insurance shall be effective without a 30-day prior written notice to and approval by Owner. Failure to comply with the insurance requirements listed in Article 8.03 may result in the Owner's withholding or delaying payment to the Consultant.

8.04) PERFORMANCE

- 8.04.A) Performance and Delegation: The performance of this Agreement shall not be delegated or assigned by the Consultant without the written consent of the Owner, and such consent will not be given to any proposed delegation which would relieve the Consultant or their surety of their responsibilities under this Agreement. The services to be performed hereunder shall be performed by the Consultant's own staff unless otherwise approved by the Owner. The employment of, contract with, or use of services of any other person or firm by the Consultant as Sub consultant or otherwise is subject to approval by the Owner.
- 8.04.B) Term of The Agreement: The term of this Agreement shall start upon execution by the parties hereto and extend for seven (7) years from the effective date of this Agreement or until completion of the warranty period. The County Mayor, or his designee may extend this agreement on a year-to-year basis until completion and acceptance by the Owner of the work. If this project is suspended or abandoned during the term of this Agreement, Article 8.05 will apply.
- 8.04.C) Time for Performance: The Consultant agrees to start all work hereunder upon receipt of a Service Order issued by the Owner and complete each Phase within the time stipulated in each Service Order. A reasonable extension of time for completion of various Phases will be granted by the

Owner should there be a delay on the part of the Owner in fulfilling its part of the Agreement as stated herein. Such extension of time shall not be cause for any claim by the Consultant for additional compensation.

8.04.C.1) Damages for Delays: The Owner may impose damages for delays of \$200/ per pay for unapproved/unjustifiable time delays (other than Owner-caused) and/or incomplete submittals.

8.04.C.2) Each time any portion of Phases I through IV of the Project Development Schedule prepared by the Consultant is not met for unapproved/unjustified causes (other than Owner caused) the Owner may notify the Internal Services Department, Small Business Affairs (SBA) and any other entity established by the Owner for tracking the performance of unsatisfactory performance.

8.04.D) Performance Evaluations: Performance evaluations of the services rendered under this Agreement shall be performed by the Department and shall be utilized by the Owner as evaluation criteria for future solicitations.

8.05) PROJECT SUSPENSION OR ABANDONMENT

8.05.A) If the Project is suspended for the convenience of the Owner for more than six (6) months, or abandoned in whole or in part for the convenience of the Owner under any phase, the Owner shall give seven days notice to the Consultant of such Project abandonment or suspension. If the Project is to be suspended for less than six (6) months, then the Consultant shall remain on the Project under this Agreement but will be compensated only for work issued under a Service Order; the County will not be liable for stand-by, overhead, or any other costs direct or indirect, that the Consultant may incur outside of any direct costs associated with a Service Order. If the Project is suspended for the convenience of the Owner for more than six (6) months, or abandoned in whole or in part for the convenience of the Owner during any phase, the Consultant shall be paid for services authorized by Service Order which were performed prior to such suspension or abandonment and the Owner shall have no further obligation or liability to the Consultant under this Agreement. If the Project is resumed after having been suspended for more than six (6) months, the Consultant's further compensation may be renegotiated, but the Owner will have no obligation to complete the Project under this Agreement, and may hire or contract with another Consultant to complete the project. The Owner will have no further obligation or liability to the Consultant

8.06) TERMINATION OF AGREEMENT

The County may terminate performance of work under this contract, in whole or in part if the Owner determines that a termination is in the County's interest. The Owner shall terminate by delivering to the Consultant a Notice of Termination specifying the extent of the termination and the effective date. Such Notice of Termination under this clause will not be deemed a breach of this Agreement, and may be issued with or without cause. Upon such Notice of Termination, the Consultant shall be entitled to receive only costs incurred as of the date of the Notice of Termination, reasonable profit on work done as of the date of the Notice of Termination, and the costs of preparing its final invoice to the County, and upon payment thereof the County will have no further obligation or liability to the Consultant under this Agreement. The Consultant shall not be entitled to any other compensation under this Agreement.

8.07) CONSULTANT'S ACCOUNTING RECORDS

- 8.07.A) The Owner reserves the right to audit the Consultant's financial records, including but not limited to audited financial statements, balance sheets, and other financial records, during the performance of this Agreement and for one year after final payment under this Agreement. The Consultant agrees to furnish copies of any records necessary to approve any requests for payment by the Consultant.

8.08) OWNERSHIP OF THE DOCUMENTS

- 8.08.A) The Consultant agrees that all notes, designs, drawings, digital files, specifications, models, photographs, reports, surveys, investigations, field reports, and other data produced in performance of this Agreement shall be the sole property of the Owner without restrictions or limitations, including all rights therein of whatever kind except as may otherwise be provided hereinafter.

The Consultant shall bind all Sub consultants to the same terms of this Agreement for ownership of the documents..

8.09) COMPLIANCE WITH LAWS

- 8.09.A) The Agreement shall be governed by the laws of the State of Florida and may be enforced only in a court of competent jurisdiction in Miami-Dade County, Florida.
- 8.09.B) The Consultant shall, during the term of this Agreement, be governed by Federal, State and Miami-Dade County Laws, Regulatory Orders, County Codes and Resolutions which may have a bearing on the Services involved in this Project. The Department will assist the Consultant in obtaining copies of the Miami-Dade County Codes, Regulatory Orders and Resolutions.

8.09.C) The Consultant shall comply with the financial disclosure requirements of Ordinance 77-13, as amended, by having on file or filing within 30 days of the execution of this Agreement one of the following with the Supervisor of the Miami –Dade County Elections Department, PO Box 521550, Miami, Florida 33152-1550:

8.09.C.1) A Source of Income Statement

8.09.C.2) A Current Certified Financial Statement

8.09.C.3) A copy of the Consultant's current Federal Income Tax Return

8.09.D) **AFFIRMATIVE ACTION**

8.09.D.1) The Consultant's Affirmative Action Plan submitted pursuant to Ordinance 82-37, as approved by the Department of Business and Economic Development and any approved update thereof, are hereby incorporated as contractual obligations of the Consultant to Miami-Dade County hereunder. The Consultant shall undertake and perform the affirmative actions specified herein. The Director may declare the Consultant in default of this agreement for failure of the Consultant to comply with the requirements of this paragraph.

8.09.E) **PROMPT PAYMENT TO SMALL BUSINESS SUBCONSULTANTS**

8.09.E.1) The Consultant's attention is directed to Miami-Dade County Ordinance No. 94-40, providing for expedited payments to small businesses by County agencies and the Public Health Trust; creating dispute resolution procedures for payment of County and Public Health Trust obligations; and requiring the Consultant and Sub consultant to issue prompt payments, and have the same dispute resolution procedures as the County, for all small business subcontractors. Failure of the Consultant and Sub consultant to issue prompt payment to small businesses, or to adhere to its dispute resolution procedures, may be cause for suspension, termination, and debarment, in accordance with the terms of the County contract or Public Health Trust contract and debarment procedures of the County.

8.09.F) **OFFICE OF THE COUNTY INSPECTOR GENERAL AND INDEPENDENT PRIVATE SECTOR INSPECTOR GENERAL**

According to Section 2-1076 of the Code of Miami-Dade County, Miami-Dade County has established the Office of the Inspector General (IG) which may, on a random basis, perform audits, inspections, and reviews of all County/Trust contracts. This random audit is separate and distinct from any

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other audit by the County. To pay for the functions of the Office of the Inspector General, any and all payments to be made to the Consultant under this contract will be assessed one quarter (1/4) of one (1) percent of the total amount of the payment, to be deducted from each progress payment as the same becomes due unless, as stated in the Special Conditions, this Contract is federally or state funded where federal or state law or regulations preclude such a charge. **The Consultant shall in stating its agreed process be mindful of this assessment, which will not be separately identified, calculated or adjusted in the proposal or bid form.** The audit cost shall also be included in all change orders and all contract renewals and extensions.

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

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

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:

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

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

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

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

Exception: The above application of one quarter (1/4) of one percent fee assessment shall not apply to the following contracts: (a) IPSIG contracts; (b) contracts for legal services; (c) contracts for financial advisory services; (d) auditing contracts; (e) facility rentals and lease agreements; (f) concessions and other rental agreements; (g) insurance contracts; (h) revenue-generating contracts; (i) contracts where an IPSIG is assigned at the time the contract is approved by the Trust; (j) professional service agreements under \$1,000; (k) management agreements; (l) small purchase orders as defined in Miami-Dade County Administrative Order 3-2; (m) federal, state and local government-funded grants; and (n) interlocal agreements. Notwithstanding the foregoing, the Trust may authorize the inclusion of the fee assessment of one-quarter (1/4) of one percent in any exempted contract at the time of award.

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

INDEPENDENT PRIVATE SECTOR INSPECTOR GENERAL

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

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

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

Upon (10) ten days written notice to Consultant from an IPSIG, the Consultant shall make all requested records and documents available to the IPSIG for inspection and copying. The IPSIG shall have the right to examine all documents and records in the Consultant's possession, custody or control which in the IPSIG's sole judgment pertain to performance of the Contract, including but not limited to original estimate files, bid and change order estimates, worksheets, proposals and agreements from and with successful and unsuccessful subcontractors 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.

8.09.G) ART IN PUBLIC PLACES

This agreement is subject to the Miami-Dade County Art in Public Places requirements, pursuant to Section 2-11.15 of the Code of Miami-Dade County, managed by the Miami-Dade County Department of Cultural Affairs as detailed in Procedure 358 in the Miami-Dade County Procedures Manual (see <http://www.miamidadepublicart.org/#tools> or <http://intra.miamidade.gov/managementandbudget/procedures.asp>).

8.09.H) The Consultant will be responsible for providing a workforce estimate by trades pursuant to instructions from the project manager if this park is within a designated target area as required by Ordinance No. 03-1, Community Workforce Program for Capital Improvement Contracts.

- 8.09.I) The Consultant must also submit with the executed agreement, to be filed with the Clerk of the Board, the attached single executed affidavits and certifications.
- 8.09.J) **UTILIZATION REPORT (UR):** Pursuant to Administrative Order (A.O.) 3-32, Community Business Enterprise (CBE-A&E) Program, and A.O. 3-39 for the Resolution Repealing County Administrative Orders 3-33, 3-14 and 3-28 And Establishing Administrative Order 3-39 Standard Process For Construction Of Capital Improvements, Acquisition Of Professional Services, Construction Contracting, Change Orders and Reporting, the Prime consultant is required to file utilization reports with the Miami-Dade County contracting department monthly, unless designated otherwise. The UR is required to accompany every invoice, which is due on or before the tenth working day following the end of the month the report covers. The UR should indicate the amount of contract monies received and paid as a Prime consultant, including payments to sub-consultant(s) (if applicable), from the County pursuant to the project. Authorized representatives of each listed sub-consultant(s) shall sign the report, verifying their participation in the work contracted and receipt of the monies listed. The monthly reports are to be submitted to the Miami-Dade Procurement Management, Small Business Affairs, 111 N.W. 1st Street, 19th Floor, Miami, Florida, 33128, in the format attached hereto as Exhibits "B" titled "Monthly Utilization Report – Miami-Dade County Work".
- 8.09.K) **CERTIFICATION OF WAGE RATES:** In accordance with Florida Statute 287.055, 5(a), the A/E firm hereby certifies and warrants that wage rates and other factual unit costs, as submitted in support of the compensation provided are accurate, complete and current as of the date of this Agreement. It is further agreed that said compensation shall be adjusted to exclude any significant costs where the COUNTY shall determine that the contract price of services was increased due to inaccurate, incomplete or unclear wage rates or other factual unit costs. All such contract compensation adjustments shall be made within one (1) year from the date of final billing or acceptance of the work by the COUNTY, or one (1) following the end of the contract, whichever is later.
- 8.09.L) **SANCTIONS FOR CONTRACTUAL VIOLATIONS:** Proposal and contract documents shall provide that, notwithstanding any other penalties for firms that have discriminated in violation of Article VII of Chapter 11A of the Code, the County may terminate the contract or require the termination or cancellation of the sub consultant contract. In addition, a violation by a respondent or sub consultant to the respondent, or failure to comply with the Administrative Order (A.O.) 3-39 may result in the imposition of one or more of the sanctions listed in the A.O.

PROS Full Services PSA For
Region B
Project No. A15-PROS-04, GOB ESP

8.09.M) **ALLOWANCES/CONTINGENCY ORDINANCE No. 00-65:** This project is a Professional Services Agreement for the design of facilities on public property; therefore an estimated Allowance Account of \$300,000.00 is permissible, per Miami-Dade County Code Section 2-8.1. This Allowance Account will be used by the (User Department) for unforeseen conditions necessitating additional design, resulting in additions to the basic fee.

8.09.N) **SUSTAINABLE BUILDINGS PROGRAM ORDINANCE No. 07-65:** The Consultant shall comply with the Sustainable Buildings Program, Miami-Dade County Ordinance No. 07-65. The primary mechanism for determining compliance with the program shall be the U. S. Green Building Council's Leadership in Energy and Environmental Design (LEED) Rating System. All construction projects are required to meet the standards delineated in Ordinance No. 07-65. Compliance shall be determined by completing a formal certification process with the U.S. Green Building Council, or as otherwise directed by the County's Sustainability Manager.

New Construction: All new construction projects shall be required to attain "Silver" or higher level rating under the LEED-NC Rating System.

Major Renovations & Remodels: All major renovations/remodels shall attain "Certified" or higher level rating under the LEED-NC Rating System.

Non-major Renovations/Remodels: All non-major renovations/remodels begun shall attain "Certified" or higher level rating under the appropriate LEED Rating System such as LEED-NC, LEED-EB or LEED-CI.

Renovations, remodels, and other building upgrades not meeting the above criteria are encouraged to incorporate the maximum number of LEED-approved green building practices as are feasible from a practical and fiscal perspective; however, LEED certification will not be required.

8.09.O) **RESILIENCY ORDINANCE No. 14-79 and RESOLUTION No. R-451-14:** The Basic Services shall also include evaluating the latest studies/projections and potential impacts of sea level rise and including design solutions that conform to the intent of the County's Resiliency Program (Ordinance 14-79 and Resolution R-451-14) to ensure that the projects (and their infrastructure) will function properly and safely for fifty (50) years or the projected useful life of the project, whichever is greater.

8.10) MISCELLANEOUS PROVISIONS

8.10.A) This Agreement does not confer on the Consultant any exclusive rights to the Owner's work. Service Orders will be issued under this agreement at the sole discretion of the Owner. The Owner reserves at all times, the right to

perform any and all architectural engineering services in-house or with other professional architects or engineers as provided by Section 287.055, Florida Statutes, and Section 2-10.4, Code of Miami-Dade County, or as otherwise provided by law.

- 8.10.B) The fees for Professional Services requested shall be determined as mutually agreed upon by the Owner and the Consultant in accordance with Article 5.01 or 5.02 of the Agreement. The Owner will confer with the Consultant before any work offer is issued to discuss the Scope to Work and /or Professional Services required, the time to complete the work and the fee and/or compensation for the proposed Services. No payment will be made for the Consultant's time or services in connection with the preparation of any such proposal.
- 8.10.C) The aggregate sum of all payments for fees and costs, including reimbursable expenses to the Consultant under this Agreement shall not exceed \$3,370,000.00.
- 8.10.D) Term of The Agreement: The term of this Agreement shall start upon execution by the parties hereto (effective date of this Agreement) and extend for seven (7) years with two (2) eighteen (18) month options to extend subject to Miami-Dade County Parks, Recreation and Open Spaces Department's recommendation and subsequent approval by the County; or until completion of the warranty period. The County Mayor, or his designee may extend this agreement on a year-to-year basis until completion and acceptance by the Owner of the work. If this project is suspended or abandoned during the term of this Agreement, Article 8.05 will apply.
- 8.10.E) The Consultant may submit proposals for any professional services, which they are qualified to perform, for which Proposals may be publicly solicited by the Owner, outside of this Agreement.
- 8.10.F) The Consultant will have no responsibility for the handling, funding, cost of removal or exposure to persons to hazardous materials in any form at the project site other than to immediately advise the owner of the existence of hazardous materials discovered during standard investigations carried out for the purpose of performing their services.

8.11) SUCCESSORS AND ASSIGNS

- 8.11.A) The Consultant and the Owner each binds themselves, their partners, successors, legal representatives and assigns to the other party of the Agreement and to the partners, successors, legal representatives, and assigns of such party in respect to all covenants of this Agreement. The Consultant shall afford the County the opportunity to approve or reject all

PROS Full Services PSA For
Region B
Project No. A15-PROS-04, GOB ESP

proposed assignees, successors, or other changes in the Ownership structure and composition of the Consultant. Failure to do so constitutes a breach of this Agreement by the Consultant.

8.12) EXTENT OF AGREEMENT

8.12.A) This Agreement represents the entire and integrated Agreement between the Owner and the Consultant and supersedes all prior negotiations, representations, or agreements, written or oral. This Agreement may not be amended, changed, modified, or otherwise altered in any particular, at any time after the execution hereof, except by resolution of the Board of County Commissioners of Miami-Dade County or pursuant to provisions of Ordinance 00-104, the Expedite Ordinance.

8.12.B) If any portion of this Agreement is deemed illegal or unenforceable by a court of law, the remainder of the contract remains valid.

PROS Full Services PSA For
Region B
Project No. A15-PROS-04, GOB ESP

CONSULTANT'S NAME

Attest:

Secretary:



Signature

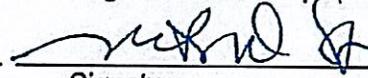
Ferguson Glasgow Schuster Soto, Inc.

Legal Name of Corporation

By:

Natividad Soto

Legal Name



Signature

Natividad Soto

President / Secretary-Treasurer

(Corporate Seal)

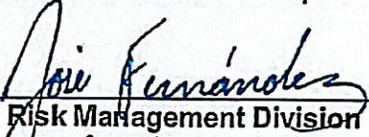
Legal Name and Title

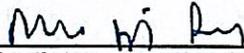
PROS Full Services PSA For
Region B
Project No. A15-PROS-04, GOB ESP

MIAMI-DADE COUNTY, FLORIDA

Approved as to Insurance Requirements

Approved as to Form and Legal Sufficiency:


Risk Management Division


Assistant County Attorney

Date: 03/23/17

Date: 4/1/17

IN WITNESS WHEREOF the said MIAMI-DADE COUNTY, FLORIDA, has caused this Agreement to be executed in its name by the County Manager, attested by the Clerk of the Board of County Commissioners, and has caused the seal of the Board County Commissioners to be set hereto, as executed and attested by the undersigned this day and year first above written.

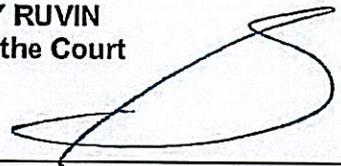
ATTEST:

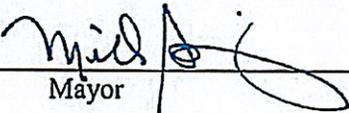
FOR:
**BOARD OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA**

(Seal)

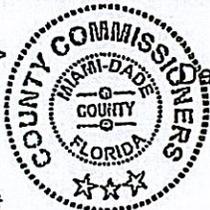
HARVEY RUVIN
Clerk of the Court

CARLOS GIMENEZ
Mayor

By: 
Clerk of the Board

for By: 
Mayor

Date: 5/2/17



Date: 5.1.17

Distribution:

- One Original to Consultant
- One Original to Clerk of the Board
- One Original to Department of Procurement Management Small Business Affairs
- One Original to Department of Procurement Management
- One Original to Project File

cc: Project Manager

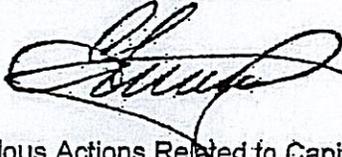
Memorandum

MIAMI-DADE
COUNTY

Date: December 5, 2017

To: Honorable Chairman Esteban L. Bovo, Jr.
and Members, Board of County Commissioners

Agenda Item No. 8(F)(9)

From: Carlos A. Gimenez
Mayor

Resolution No. R-1176-17

Subject: Resolution Ratifying Various Actions Related to Capital Improvement Contracts Pursuant to the Economic Stimulus Ordinance

Recommendation

It is recommended that the Board of County Commissioners (Board) ratify the actions of the County Mayor or County Mayor's designee related to capital improvement projects as authorized under Section 2-8.2.7 of the Miami-Dade County Code, also known as the Economic Stimulus Plan (ESP) Program. The actions requested for ratification are summarized below and attached:

- **Item 1 - Award Recommendation - Professional Service Agreement for Parks, Recreation and Open Spaces for Coastal Parks - North:** Ratifies a contract award in the amount of \$2,304,050 to AECOM Technical Services, Inc. to provide planning, architectural design, engineering design, landscape architectural design, surveying, mapping, scheduling, estimating, construction administration, construction engineering and inspections, and construction management services.
- **Item 2 - Award Recommendation - Professional Service Agreement for Parks, Recreation and Open Spaces for Coastal Parks - South:** Ratifies a contract award in the amount of \$2,304,050 to Beimello, Ajamil & Partners, Inc. to provide planning, architectural design, engineering design, landscape architectural design, surveying, mapping, scheduling, estimating, construction administration, construction engineering and inspections, and construction management services.
- **Item 3 - Award Recommendation - Professional Service Agreement for Parks, Recreation and Open Spaces for Region A:** Ratifies a contract award in the amount of \$3,420,550 to Beimello, Ajamil & Partners, Inc. to provide planning, architectural design, engineering design, landscape architectural design, surveying, mapping, scheduling, estimating, construction administration, construction engineering and inspections, and construction management services.
- ✓ **Item 4 - Award Recommendation - Professional Service Agreement for Parks, Recreation and Open Spaces for Region B:** Ratifies a contract award in the amount of \$3,420,550 to Ferguson Glasgow Schuster Sofo, Inc. to provide planning, architectural design, engineering design, landscape architectural design, surveying, mapping, scheduling, estimating, construction administration, construction engineering and inspections, and construction management services.
- **Item 5 - Award Recommendation - Professional Service Agreement for Parks, Recreation and Open Spaces for Region C:** Ratifies a contract award in the amount of \$3,420,550 to M.C. Harry and Associates, Inc. to provide planning, architectural design, engineering design, landscape architectural design, surveying, mapping, scheduling, estimating, construction administration, construction engineering and inspections, and construction management services.
- **Item 6 - Award Recommendation - Professional Service Agreement for Parks, Recreation and Open Spaces for Region D:** Ratifies a contract award in the amount of \$3,420,550 to AECOM Technical Services, Inc. to provide planning, architectural design, engineering design, landscape architectural design, surveying, mapping, scheduling, estimating, construction administration, construction engineering and inspections, and construction management services.

- **Item 7 - Award Recommendation - Professional Service Agreement for Parks, Recreation and Open Spaces for West End District Park:** Ratifies a contract award in the amount of \$3,420,550 to AECOM Technical Services, Inc. to provide planning, architectural design, engineering design, landscape architectural design, surveying, mapping, scheduling, estimating, construction administration, construction engineering and inspections, and construction management services.
- **Item 8 - Award Recommendation - Design-Build Services for the Oak Grove Park Father Gerard Jean-Juste Community Center:** Ratifies a contract award in the amount of \$9,423,197.20 to J.R.T Construction Company to design and build a community building and center.

Scope

The projects have a countywide impact. However, the physical location of the projects are provided in Exhibit A.

Fiscal Impact/Funding Source

The fiscal impact and funding sources for the projects in this item are detailed in Exhibit A and the attached items.

Track Record/Monitoring

The staff assigned to manage the contracts are listed in the award memoranda.

Background

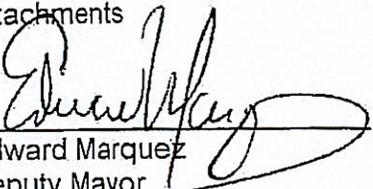
The purpose of the ESP Program is to expedite competitively-awarded construction contracts and professional service agreements associated with funded capital improvement projects that are: 1) in the Capital Budget, and 2) included in Resolution No. R-851-08, or subsequently added through separate Board approved resolutions.

The ESP Program continues to be an effective way of accelerating the County's capital program by moving funded projects through the contracting approval process. The ESP Program reduces approval timelines by 90 to 120 days for the procurement cycle (advertise solicitations, evaluate competitive bids and award qualifying projects), resulting in time-saving benefits to the implementation of those projects.

The attached Exhibit A provides a summary of the projects including the Contract Award Recommendation, Professional Services Agreement, Small Business Enterprise contract measures, solicitation method used, and number of jobs generated as calculated by the Regulatory and Economic Resources Department. All ESP projects are reviewed by the Small Business Division in the Internal Services Department for the application of contract measures.

The projects listed in this item were executed by the County Mayor or County Mayor's designee in accordance with the ESP Ordinance. As such, ratification of this action by the Board is respectfully requested.

Attachments


Edward Marquez
Deputy Mayor



MEMORANDUM

(Revised)

TO: Honorable Chairman Esteban L. Bovo, Jr.
and Members, Board of County Commissioners

DATE: December 5, 2017

FROM: Abigail Price-Williams
County Attorney

SUBJECT: Agenda Item No. 8(F)(9)

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 ____, 3/5's ____, unanimous ____) to approve
- Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved _____ Mayor

Agenda Item No. 8(F)(9)

Veto _____

12-5-17

Override _____

RESOLUTION NO. R-1176-17

RESOLUTION RATIFYING ACTIONS OF THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE RELATED TO CAPITAL IMPROVEMENT CONTRACTS TOTALING \$31,134,047.20 WHICH ARE FUNDED WITH BUILDING BETTER COMMUNITIES GENERAL OBLIGATION BOND FUNDS, PURSUANT TO THE ECONOMIC STIMULUS ORDINANCE, SECTION 2-8.2.7 OF THE CODE OF MIAMI-DADE COUNTY, FLORIDA

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 ratifies the actions of the County Mayor or County Mayor's designee related to capital improvement contracts totaling \$31,134,047.20, which are funded with Building Better Communities General Obligation Bond funds, as authorized by Section 2-8.2.7 of the Code of Miami-Dade County, Florida, in approving the actions listed in the accompanying memorandum and attachments and made a part hereof; and authorizing the County Mayor or County Mayor's designee to exercise all authorities specified in the contract documents, which contract documents are available for review and inspection at the offices of the Internal Services Department.

The foregoing resolution was offered by Commissioner **Joe A. Martinez**, who moved its adoption. The motion was seconded by Commissioner **Javier D. Souto** and upon being put to a vote, the vote was as follows:

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

The Chairperson thereupon declared the resolution duly passed and adopted this 5th day of December, 2017. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this Resolution and the filing of this approval with the Clerk of the Board.



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

HARVEY RUVIN, CLERK

Christopher Agrippa

By: _____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Monica Rizo Perez

**Exhibit A
Economic Stimulus Plan
Project Ratification List**

Item	Dept.	Type of Solicitation	Contract Type	Contract No.		Project Name	Awarded To	District	Amount of Action	Funding Source/ Index Codes	Fiscal Impact/ Operations and Maintenance Costs	Est. Start Date		Contract Measures					No. of Jobs Generated*	Description
				Project No.								Est. Start Date	Est. End Date	SBE- Const.	SBE- AME	SBE- GAS	DBE	CWP		
1	PROS	Notice to Professional Consultants	PSA for Architectural and Engineering Services	A15-PROS-01	GOB, ESP	Professional Service Agreement for PROS - Coastal Parks - North	AECOM Technical Services, Inc.	Districts 4 and 7	\$2,304,050	Building Better Communities General Obligation Bond	TBD	3,650 days	Not Applicable	33%	Not Applicable	Not Applicable	Not Applicable	43	Architectural/Engineering services for new construction, renovations and restoration projects at multiple parks.	
2	PROS	Notice to Professional Consultants	PSA for Architectural and Engineering Services	A15-PROS-02	GOB, ESP	Professional Service Agreement for PROS - Coastal Parks - South	Bernello, Ajami & Partners, Inc.	Districts 7 and 8	\$2,304,050	Building Better Communities General Obligation Bond	TBD	3,650 days	Not Applicable	33%	Not Applicable	Not Applicable	Not Applicable	43	Architectural/Engineering services for new construction, renovations and restoration projects at multiple parks.	
3	PROS	Notice to Professional Consultants	PSA for Architectural and Engineering Services	A15-PROS-03	GOB, ESP	Professional Service Agreement for PROS - Region A	Bernello, Ajami & Partners, Inc.	Districts 1 and 13	\$3,420,550	Building Better Communities General Obligation Bond	TBD	3,650 days	Not Applicable	33%	4%	Not Applicable	Not Applicable	64	Architectural/Engineering services for new construction, renovations and restoration projects at multiple parks.	
4	PROS	Notice to Professional Consultants	PSA for Architectural and Engineering Services	A15-PROS-04	GOB, ESP	Professional Service Agreement for PROS - Region B	Ferguson Glasgow Schuster Sold, Inc.	Districts 2,5,6,7,9, 10,11,12 and 13	\$3,420,550	Building Better Communities General Obligation Bond	TBD	3,650 days	Not Applicable	33%	4%	Not Applicable	Not Applicable	64	Architectural/Engineering services for new construction, renovations and restoration projects at multiple parks.	
5	PROS	Notice to Professional Consultants	PSA for Architectural and Engineering Services	A15-PROS-05	GOB, ESP	Professional Service Agreement for PROS - Region C	M.C. Henry and Associates, Inc.	District 9	\$3,420,550	Building Better Communities General Obligation Bond	TBD	3,650 days	Not Applicable	33%	4%	Not Applicable	Not Applicable	64	Architectural/Engineering services for new construction, renovations and restoration projects at multiple parks.	
6	PROS	Notice to Professional Consultants	PSA for Architectural and Engineering Services	A15-PROS-06	GOB, ESP	Professional Service Agreement for PROS - Region D	AECOM Technical Services, Inc.	Districts 8 and 9	\$3,420,550	Building Better Communities General Obligation Bond	TBD	3,650 days	Not Applicable	33%	4%	Not Applicable	Not Applicable	64	Architectural/Engineering services for new construction, renovations and restoration projects at multiple parks.	
7	PROS	Notice to Professional Consultants	PSA for Architectural and Engineering Services	A15-PROS-07	GOB, ESP	Professional Service Agreement for PROS - West End District Park	AECOM Technical Services, Inc.	District 11	\$3,420,550	Building Better Communities General Obligation Bond	TBD	3,650 days	Not Applicable	25%	1%	Not Applicable	Not Applicable	64	Architectural/Engineering services for new construction, renovations and restoration projects at the West End District Park.	
8	PROS	Request for Design-Build Services	Design-Build Services Contract	DB15-PROS-01	ESP	Oak Grove Park Faller General Jean-Juste Community Center	J.R.T. Construction, Co.	District 2	\$9,423,187.20	Building Better Communities General Obligation Bond	\$1,651,310	840 days	25.7%	22%	1.23%	Not Applicable	10%	183	Design-Build services to build a community center.	

Total Dollar Value of Awards: **\$31,134,047**

Number of Jobs Generated

630

Legend:
PSA - Professional Services Agreement
TBD - To be determined prior to award of construction contract.

*Includes estimated full-time and part-time employment positions. Prepared by Regulatory and Economic Resources Department.

9

MDC05

MEMORANDUM



Date: 4/3/17

To: Carlos A. Gimenez
Mayor

From: *M-11* George Navarrete *4/11/17*
Director
Parks, Recreation and Open Spaces Department

Attn: Tara C. Smith
Director
Internal Services Department

Subject: Contract Award Recommendation for Parks, Recreation and Open Spaces Department (PROS) Full Services Professional Agreement – Region B - Project No: A15-PROS-04 GOB, ESP; Contract No: 999999-15-014, **Ferguson Glasgow Schuster Soto, Inc.**

Recommendation

This recommendation for Award for PSA contract number 999999-15-014, between **Ferguson Glasgow Schuster Soto, Inc.** and Miami-Dade County has been prepared by Parks, Recreation and Open Spaces Department (PROS) and is recommended for approval.

Delegation of Authority – The authority of the County Mayor or Mayor’s designee to execute and implement this contract is consistent with those authorities granted under the Code of Miami-Dade County.

Scope

PROJECT NAME: PROS Full Services Professional Agreement – Region B

PROJECT NO: A15-PROS-04 GOB, ESP

CONTRACT NO: 999999-15-014

PROJECT DESCRIPTION: Establish a Professional Services Agreement for a Consultant to perform planning, architectural design, engineering design, landscape architectural design, surveying, mapping, scheduling, estimating, construction administration, construction engineering and inspections, and construction management services for new construction, renovations and restoration projects at multiple parks located between NW 119 Street and SW 120 Street for the funding and time allocations listed in this advertisement request.

Miami-Dade County Parks, Recreation and Open Spaces Department (PROS) seeks a design professional committed to building a healthier, more vibrant and livable community through the implementation of the Parks and Open Space Master Plan (<http://www.miamidade.gov/parksmasterplan/home.asp>). The goal is to

achieve a cost effective and aesthetically satisfying experience for park users by creating beautiful, durable, ecologically sustainable parks where the relationship between the person, the experience and the various elements of the park are thoughtfully considered to yield an excellent design that is based on the *Park Structure and Landscape Pattern Book* (<http://www.miamidade.gov/parks/library/park-pattern-book.pdf>).

The professional design services assigned will vary and may include, but are not limited to the following:

- Architectural/Engineering design of park facilities, necessary infrastructure, landscaping and ancillary facilities including but not limited to park buildings, playgrounds, pools, shade structures, restrooms and trails.
- Restoration/Rehabilitation/Remodeling of historically designated building/sites, architecturally significant buildings and/or sensitive environmental areas.
- Consultant selected shall be responsible for incorporating LEED approved green building principles. Pursuant to County Implementing Order No. 8-8 "Sustainable Building Program" all new construction projects shall be required to attain "Silver" or higher certification level under the LEED-NC rating system. The participation of experienced LEED@AP professionals is required in order to achieve optimum results in the application of such practices.
- Consultant selected shall be familiar with existing Resilience Standards to be applied in the planning and design of parks projects to better withstand the threat of sea- level rise.

PROS reserves the right to assign work at one or multiple parks located between NW 119 Street and SW 120 Street in Miami-Dade County. If needed, PROS may also assign work between the North County Line and NW 119 Street; and/or between SW 120 Street and SW 264 Street.

PROJECT
LOCATION:

Various Sites

PROJECT
SITES:

Various Sites

PRIMARY
COMMISSION
DISTRICT:

District 4, 6, 7, 8, 10, 11 and 12

APPROVAL PATH:

Mayor's Authority

Economic Stimulus Plan

USING DEPARTMENT: Parks, Recreation and Open Spaces Department

MANAGING DEPARTMENT: Parks, Recreation and Open Spaces Department

Fiscal Impact / Funding Source

FUNDING SOURCES: **SOURCE**
Building Better Communities General Obligation Bonds and others should they become available.

OPERATIONS/ MAINTENANCE COST IMPACT / FUNDING: This agreement is for design services. Fiscal impact on the estimated annual maintenance and operation costs will be provided prior to award of construction contract based on each particular project scope of work.

LIFE EXPECTANCY OF ASSET: The life expectancy of each particular project will be provided prior to award of construction contract.

PTP FUNDING: No

GOB FUNDING: Yes

ARRA FUNDING: No

CAPITAL BUDGET PROJECTS:	CAPITAL BUDGET PROJECT # - DESCRIPTION	<u>AWARD ESTIMATE</u>
	935000- TAMiami PARK- BUILDING BETTER COMMUNITIES BOND PROGRAM Book Page: 238 Funding Year: FY2016-17 and Future Years	\$3,370,000

937010 -CAMP MATECUMBE-BUILDING BETTER
 COMMUNITIES BOND PROGRAM
 Book Page: 245 Funding Year: FY2016-17 and Future
 Years

931150 -A. D. BARNES PARK-BUILDING BETTER
 COMMUNITIES BOND PROGRAM
 Book Page: 225 Funding Year: FY2016-17 and Future
 Years

GOB PROJECT:	GOB PROJECT # - DESCRIPTION	AWARD ESTIMATE
	41- Tamiami Park	\$3,370,000
	42- Camp Matabumbe	
	24- A. D. Barnes Park	

PROJECT TECHNICAL CERTIFICATION REQUIREMENTS:	TYPE	CODE	DESCRIPTION
	Prime	14.00	ARCHITECTURE
	Prime	18.00	ARCHITECTURAL CONSTRUCTION MANAGEMENT
	Prime	22.00	ADA TITLE II CONSULTANT
	Other	9.01	SOILS, FOUNDATIONS AND MATERIALS TESTING - DRILLING, SUBSURFACE INVESTIGATIONS AND SEISMOGRAPHIC SERVICES
	Other	9.02	SOILS, FOUNDATIONS AND MATERIALS TESTING - GEOTECHNICAL AND MATERIALS ENGINEERING SERVICES
	Other	10.05	ENVIRONMENTAL ENGINEERING- CONTAMINATION ASSESSMENT AND MONITORING
	Other	11.00	GENERAL STRUCTURAL ENGINEERING
	Other	12.00	GENERAL MECHANICAL ENGINEERING
	Other	13.00	GENERAL ELECTRICAL ENGINEERING
	Other	15.01	SURVEYING AND MAPPING-LAND SURVEYING
	Other	15.03	SURVEYING AND MAPPING-UNDERGROUND UTILITY LOCATION
	Other	16.00	GENERAL CIVIL ENGINEERING
	Other	17.00	ENGINEERING CONSTRUCTION MANAGEMENT
	Other	20.00	LANDSCAPE ARCHITECTURE

Other 21.00 LAND-USE PLANNING

3,650 Days (Excludes Warranty Administration Period)

CONTRACT PERIOD: The contract period consists of seven (7) years plus two eighteen (18) month options to extend for professional services requested during the initial term, which equals ten (10) years. These two (2) eighteen month options to extend are subject to PROS' recommendation; and the approval of the County Mayor or the County's Mayor's designee.

CONTINGENCY PERIOD: 256 days

NTPC'S DOWNLOADED: 99

PROPOSALS RECEIVED: 20

IG FEE INCLUDED IN BASE CONTRACT: Yes

ART IN PUBLIC PLACES: Yes

BASE ESTIMATE: \$3,000,000

BASE CONTRACT AMOUNT: \$3,000,000

CONTINGENCY ALLOWANCE (SECTION 2-8.1 MIAMI DADE COUNTY CODE):	TYPE	PERCENT	AMOUNT	COMMENT
	PSA	10%	\$300,000	of Base amount
REIMBURSABLE EXPENSES:		.33%	\$10,000	of Base amount Includes items such as reproduction expenses (excluding those for the office use of the consultant and sub-consultants), permit reviews

and check/review sets required by the PSA agreement, and permit costs/fees. The Department will reimburse the consultant for the costs of reimbursable expenses only after verifying appropriate bills, invoices or statements.

TOTAL DEDICATED ALLOWANCE:	2%	\$60,000	For other professional specialties.
CONTRACT AMOUNT:		\$3,370,000	
ART IN PUBLIC PLACES:		\$50,550	1.5% of sub-total contract amount
TOTAL AMOUNT:		\$3,420,550	

SEA LEVEL RISE: (Ord. No. 14-79) The impact of sea level rise will be considered as part of the design.

Track Record / Monitor

SBD HISTORY OF VIOLATIONS:

None.
Due diligence was conducted in accordance with the Internal Services Department's Procurements Guidelines to determine responsibility, including verifying corporate status and performance and compliant data.

EXPLANATION:

The First Tier meeting was held on August 24, 2016. The Competitive Selection Committee was tasked with evaluating the experience and qualifications of the proposers, and scoring and ranking the compliant proposals in accordance with the evaluation criteria outlined in the solicitation document. The Competitive Selection Committee elected by the majority vote to score and rank the responsive proposers. A Second Tier meeting was deemed not necessary by the Competitive Selection Committee.

Carlos A. Gimenez
Mayor
Page 7

SUBMITTAL DATE: May 16, 2016

**ESTIMATED NOTICE
TO PROCEED:** May 1, 2017.

**PRIME
CONSULTANT:** Ferguson Glasgow Schuster Soto, Inc.

**COMPANY
PRINCIPALS:** Natividad Soto

**COMPANY
QUALIFIERS:** Natividad Soto

**COMPANY EMAIL
ADDRESS:** fgss@fgss.net

**COMPANY STREET
ADDRESS:** 901 Ponce de Leon Blvd., Suite 304

**COMPANY CITY-
STATE-ZIP:** Coral Gables, FL 33134

YEARS IN BUSINESS: 62

**PREVIOUS
CONTRACTS WITH
COUNTY IN THE
LAST FIVE YEARS:**

According to the Firm History Report provided by the Internal Services Department, Division of Small Business Development, Ferguson Glasgow Shuster Soto, Inc., has been awarded 10 contracts with Miami-Dade County in the last five (5) years for a total amount of \$1,440,706.

SUBCONSULTANTS: Ardaman & Associates, Inc.
Consulting Engineering & Science, Inc.
Douglas Wood & Associates, Inc.
Gartek Engineering Corporation
Hadonne Corp
Curtis & Rogers Design Studio, Inc.
Plusurbia, LLC
C.I. Elias Construction Group, Inc.

Carlos A. Gimenez
Mayor
Page 8

Aquadynamics Design Group, Inc.
Espirito Santo Graphics, Inc.
Galloway Office Supply, Inc.

**MINIMUM
QUALIFICATIONS
EXCEED LEGAL
REQUIREMENTS:**

No.

**REVIEW
COMMITTEE:**

MEETING DATE: 10/14/15

SIGNOFF DATE: 10/14/15

**RESPONSIBLE
WAGES:**

No

**REVIEW COMMITTEE
ASSIGNED
CONTRACT
MEASURES:**

<u>TYPE</u>	<u>GOAL</u>
SBE/ AE	33.00%
SBE/ GS	4.00%

COMMENT

Applicable

Applicable

**MANDATORY
CLEARING HOUSE:**

No

**CONTRACT
MANAGER NAME /
PHONE / EMAIL:**

Angel Trujillo 305-755-7972 Angel.Trujillo@miamidade.gov

**PROJECT MANAGER
NAME / PHONE /
EMAIL:**

Adelfa Martinez 305-755-7815 adelfam@miamidade.gov

Background

BACKGROUND:

PROS operates over 260 parks and manages over 12,000 acres of land. PROS has up to \$113,000,000 of capital improvement funding to expend over the next seven years on new improvements and renovations. There are other potential sources of funding that PROS may receive to increase the capital budget.

PROS desires designs for parks and open spaces that are functional, aesthetically pleasing and innovative; while remaining responsive to the unique history, character and context of the area that will stand up to the test of time.

BUDGET APPROVAL
FUNDS AVAILABLE:
RL

[Signature]
OMB DIRECTOR

4/6/17
DATE

APPROVED AS TO
LEGAL SUFFICIENCY:

[Signature]
COUNTY ATTORNEY

4/7/17
DATE

[Signature]
for MAYOR

5.1.17
DATE

CLERK DATE:

5/2/17
DATE

CLERK OF THE BOARD
2017 MAY -2 AM 9:13
COUNTY CLERK
COUNTY CLERK



Miami-Dade Legislative Item File Number: 250412

File Number: 250412 **File Type:** Report **Status:** Approved
Version: 0 **Reference:** **Control:** County Commission
File Name: MOTION BY CHAIRMAN RODRIGUEZ Introduced: 2/25/2025
Requester: NONE **Cost:** **Final Action:**
Agenda Date: 2/19/2025 **Agenda Item Number:** 15F10

Notes: Title: MOTION TO AMEND FY2024-25 ADOPTED BUDGET TO CORRECT AN ERROR IN THE PROJECT DESCRIPTION FOR PROGRAM NO. 2000002957. THE CORRECT PROJECT IS FOR THE CONSTRUCTION AND IMPROVEMENT OF THE EQUESTRIAN CENTER AT TROPICAL PARK, NOT THE CONSTRUCTION OF AN AQUATIC FACILITY.

Indexes: NONE **Sponsors:** NONE

Sunset Provision: No **Effective Date:** **Expiration Date:**
Registered Lobbyist: None Listed

Legislative History

Acting Body	Date	Agenda Item	Action	Sent To	Due Date	Returned	Pass/Fail
Board of County Commissioners	2/19/2025	15F10	Approved				

Legislative Text

There is no text currently available online for this item.

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FY 2025-26 Proposed Budget and Multi-Year Capital Plan

INFRASTRUCTURE IMPROVEMENTS - FACILITIES SYSTEMWIDE

PROGRAM #: 2000001275

DESCRIPTION: Provide repairs to the County's aging facilities including, but not limited to, playgrounds, roofs, plumbing, electrical, air conditioning, furniture, fixtures, equipment, life safety and structural repairs, parking improvements and various other infrastructure/facility needs as deemed necessary

LOCATION: Various Sites
 Various Sites

District Located: Countywide
District(s) Served: Countywide

REVENUE SCHEDULE:	PRIOR	2025-26	2026-27	2027-28	2028-29	2029-30	2030-31	FUTURE	TOTAL
BBC GOB Financing	366	0	0	0	0	0	0	0	366
CIIP Program Bonds	72,647	0	0	0	0	0	0	0	72,647
CIIP Program Financing	15,154	5,000	5,000	585	687	0	0	0	26,426
Florida Department of State	50	0	0	0	0	0	0	0	50
PROS Miscellaneous Trust Fund	143	0	0	0	0	0	0	0	143
TOTAL REVENUES:	88,360	5,000	5,000	585	687	0	0	0	99,632
EXPENDITURE SCHEDULE:	PRIOR	2025-26	2026-27	2027-28	2028-29	2029-30	2030-31	FUTURE	TOTAL
Construction	53,347	2,189	1,031	250	437	0	0	0	57,254
Furniture Fixtures and Equipment	0	57	0	0	0	0	0	0	57
Infrastructure Improvements	7,647	0	0	0	0	0	0	0	7,647
Planning and Design	27,363	2,749	3,919	325	250	0	0	0	34,606
Project Administration	3	5	50	10	0	0	0	0	68
TOTAL EXPENDITURES:	88,360	5,000	5,000	585	687	0	0	0	99,632

INFRASTRUCTURE IMPROVEMENTS - PARK FACILITIES SYSTEMWIDE

PROGRAM #: 2000001482

DESCRIPTION: Acquire parcels of land and perform upgrades and improvements to existing Miami-Dade County parks facilities to address life safety, building code and other regulatory requirements as deemed necessary

LOCATION: Various Sites
 Throughout Miami-Dade County

District Located: Countywide
District(s) Served: Countywide

REVENUE SCHEDULE:	PRIOR	2025-26	2026-27	2027-28	2028-29	2029-30	2030-31	FUTURE	TOTAL
BBC GOB Financing	9,057	715	0	0	0	0	0	0	9,772
TOTAL REVENUES:	9,057	715	0	0	0	0	0	0	9,772
EXPENDITURE SCHEDULE:	PRIOR	2025-26	2026-27	2027-28	2028-29	2029-30	2030-31	FUTURE	TOTAL
Art Allowance	1	0	0	0	0	0	0	0	1
Construction	6,668	715	0	0	0	0	0	0	7,383
Planning and Design	2,386	0	0	0	0	0	0	0	2,386
Project Administration	2	0	0	0	0	0	0	0	2
TOTAL EXPENDITURES:	9,057	715	0	0	0	0	0	0	9,772

FY 2025-26 Proposed Budget and Multi-Year Capital Plan

MARVA BANNERMAN PARK

PROGRAM #: 931040

DESCRIPTION: Construct local park improvements including irrigation, lighting, and seating
 LOCATION: 4830 NW 24 Ave District Located: 3
 Unincorporated Miami-Dade County District(s) Served: 3

REVENUE SCHEDULE:	PRIOR	2025-26	2026-27	2027-28	2028-29	2029-30	2030-31	FUTURE	TOTAL
BBC GOB Financing	87	63	0	0	0	0	0	0	150
TOTAL REVENUES:	87	63	0	0	0	0	0	0	150
EXPENDITURE SCHEDULE:	PRIOR	2025-26	2026-27	2027-28	2028-29	2029-30	2030-31	FUTURE	TOTAL
Construction	83	63	0	0	0	0	0	0	146
Planning and Design	4	0	0	0	0	0	0	0	4
TOTAL EXPENDITURES:	87	63	0	0	0	0	0	0	150

MATHESON HAMMOCK PARK

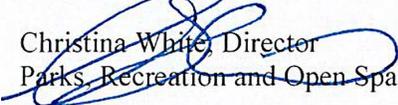
PROGRAM #: 932110

DESCRIPTION: Construct areawide park improvements including building restoration, maintenance center relocation, vehicle and pedestrian circulation, natural area restoration and landscaping
 LOCATION: 9610 Old Cutler Rd District Located: 7
 Coral Gables District(s) Served: Countywide

REVENUE SCHEDULE:	PRIOR	2025-26	2026-27	2027-28	2028-29	2029-30	2030-31	FUTURE	TOTAL
BBC GOB Financing	5,455	545	0	0	0	0	0	0	6,000
CIIP Program Financing	2	7,008	706	500	0	0	0	0	8,216
Florida Department of State	50	0	0	0	0	0	0	0	50
TOTAL REVENUES:	5,507	7,553	706	500	0	0	0	0	14,266
EXPENDITURE SCHEDULE:	PRIOR	2025-26	2026-27	2027-28	2028-29	2029-30	2030-31	FUTURE	TOTAL
Construction	5,090	7,545	686	500	0	0	0	0	13,821
Planning and Design	366	58	0	0	0	0	0	0	424
Project Administration	1	0	20	0	0	0	0	0	21
TOTAL EXPENDITURES:	5,457	7,603	706	500	0	0	0	0	14,266

Memorandum



Date:
To: Honorable Chairman Anthony Rodriguez
and Members, Board of County Commissioners
From:  Christina White, Director
Parks, Recreation and Open Spaces Department
Subject: Request to Process Late Departmental Agenda Item

I am requesting that the following item be processed for agenda placement at the March 3, 2026, Board of County Commissioners (BCC) meeting:

RESOLUTION APPROVING AND AUTHORIZING EXECUTION OF AMENDMENT NUMBER TWO TO THE NON-EXCLUSIVE PROFESSIONAL SERVICES AGREEMENT A15-PROS-04 GOB ESP BETWEEN MIAMI-DADE COUNTY AND FERGUSON GLASGOW SCHUSTER SOTO, INC. FOR ARCHITECTURAL SERVICES FOR MIAMI-DADE COUNTY REGION B PARKS, ADDING \$1,850,000.00 TO THE TOTAL COMPENSATION, THEREBY INCREASING THE CONTRACT AWARD FROM \$3,370,000.00 TO \$5,220,000.00; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXERCISE THE TERMINATION AND OTHER PROVISIONS CONTAINED THEREIN

This item is being submitted after the noticed deadline and provided late to the Agenda Coordination Office because it is critical to the operations of the Parks, Recreation and Open Spaces Department (PROS). The item seeks approval to authorize Amendment No. 2 to the Professional Services Agreement (PSA), Agreement No. A15-PROS-04 GOB ESP; Contract No. 999999-15-014, between Miami-Dade County and Ferguson Glasgow and Schuster Soto, Inc.

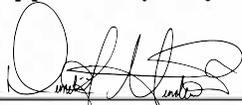
Approval of this amendment is necessary to ensure continuity of services and to avoid delays that could negatively impact project schedules and timelines. Accordingly, late consideration of this item is requested.



Roy Coley

Approved by Mayor or Mayor's Designee

Print Name



Demetria Henderson

Approved by Legislative Director or Designee

Print Name

c: Geri Bonzon-Keenan, County Attorney
CAOagenda@miamidade.gov
Eugene Love, Agenda Coordinator



MEMORANDUM
(Revised)

TO: Honorable Chairman Anthony Rodriguez
and Members, Board of County Commissioners

DATE: March 3, 2026

FROM: 
Gen Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 14(A)(2)

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 ____, majority plus one ____, 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) ____, 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. 14(A)(2)
3-3-26

RESOLUTION NO. _____

RESOLUTION APPROVING AND AUTHORIZING EXECUTION OF AMENDMENT NUMBER TWO TO THE NON-EXCLUSIVE PROFESSIONAL SERVICES AGREEMENT A15-PROS-04 GOB ESP BETWEEN MIAMI-DADE COUNTY AND FERGUSON GLASGOW SCHUSTER SOTO, INC. FOR ARCHITECTURAL SERVICES FOR MIAMI-DADE COUNTY REGION B PARKS, ADDING \$1,850,000.00 TO THE TOTAL COMPENSATION, THEREBY INCREASING THE CONTRACT AWARD FROM \$3,370,000.00 TO \$5,220,000.00; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXERCISE THE TERMINATION AND OTHER PROVISIONS CONTAINED THEREIN

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 hereby approves and authorizes the execution of Amendment Number Two to the non-exclusive professional agreement A15-PROS-04 GOB ESP between Miami-Dade County and Ferguson Glasgow Schuster Soto, Inc. for additional professional services that are required for the Tropical Park Equestrian Center Design Build Project and future park improvement projects in Region B, as applicable, in substantially the form attached to the accompanying memorandum as Attachment A. Amendment Number Two increases the total compensation for the contract award from \$3,370,000.00 to \$5,220,000.00. The Board also hereby authorizes the County Mayor or County Mayor's designee to exercise the termination and other provisions contained therein for and on behalf of Miami-Dade County.

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:

Anthony Rodriguez, Chairman	
Kionne L. McGhee, Vice Chairman	
Marleine Bastien	Juan Carlos Bermudez
Sen. René García	Oliver G. Gilbert III
Roberto J. Gonzalez	Keon Hardemon
Danielle Cohen Higgins	Vicki L. Lopez
Natalie Milian Orbis	Raquel A. Regalado
Micky Steinberg	

The Chairperson thereupon declared this resolution duly passed and adopted this 3rd day of March, 2026. 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.

mjs

Melanie J. Spencer