Memorandum

MIAMI-DADE COUNTY

Date: November 12, 2026

IEIC
Agenda Item No. 3(C)

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

From: Daniella Levine Cava
Mayor

Subject: Amendment Number One to Agreement No. A20-ISD-04; Contract No: A20-ISD-04A, for Professional Services Agreement for Consulting Firm for the Countywide Infrastructure Investment Program for the Rehabilitation and Renovation Services of ISD Managed Courthouses and Judicial Facilities

---

Executive Summary

It is recommended that the Board of County Commissioners (Board) authorize Amendment Number One to the Professional Services Agreement (PSA), Agreement No. A20-ISD-04; Contract No: A20-ISD-04A (Agreement), between Miami-Dade County (County) and Perez & Perez Architects Planners, Inc. (Perez & Perez). This Agreement was approved by the Board at its meeting on July 6, 2023, through Resolution No. R-593-23 (Resolution). The purpose of this item is to increase the Agreement's capacity. This request increases the not-to-exceed compensation amount by $1,650,000 from $1,650,000 to $3,300,000, with no minimum guarantee to the consultant Perez & Perez, for additional professional services that are required for various courthouse facilities, as applicable. Approval of Amendment Number One 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 One (Attachment A) to Agreement No. A20-ISD-04; Contract No: A20-ISD-04A, between the County and Perez & Perez to increase the Agreement's not-to-exceed compensation amount by $1,650,000 from $1,650,000 to $3,300,000. This increases the combined maximum value of the two PSAs awarded pursuant to the Resolution, (Contracts No. A20-ISD-04A and A20-ISD-04B), from $3,300,000 to $4,950,000. The PSA is listed as Attachment B.

Scope

The PSA provides comprehensive professional architectural, engineering and construction administration services, including studies, programming, design criteria, design development, permit applications, cost estimating, construction documents, inspections, and construction management for various courthouse and judicial facility projects.

The requested increase in funds will support current and future projects to renovate, modernize, and/or reconfigure several interior spaces of the office layouts within various courthouse facilities, ranging from Richard E. Gerstein Justice Building, Hialeah Branch Courthouse, Coral Gables Branch Courthouse, North Dade Justice Center, Children's Courthouse, and Lawson E. Thomas Courthouse Center.

Delegated Authority

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

Fiscal Impact/Funding Source
The fiscal impact of Amendment One is $1,650,000. The services to be performed pursuant to Amendment One will be funded through the Countywide Infrastructure Investment Program (CIIP) from Fiscal Year 2026-27 Proposed Budget and Multi-Year Capital Plan (as adopted), Program #2000001285 - Infrastructure Improvements - PIOD Facilities Systemwide, Volume 3, Page 245; Program #2000001484 - Infrastructure Improvements - Court Facilities Systemwide, Volume 2, Page 257; or various other funding sources that may become available by client departments depending on the selected capital project. At the time the service order is issued, PIOD will identify the specific funding source, project cost, and accounting information.

Track Record/Monitor
Marc LaFrance of PIOD is responsible for the administration of the PSA.

Background
The Board approved the competitively established PSAs with Perez & Perez Architects Planners, Inc. and EXP US Services, Inc. through Resolution No. R-593-23 for Professional Services Agreement Project No. A20-ISD-04; Contracts No. A20-ISD-04A-B. The scope of services under the PSAs include architectural and engineering services for the infrastructure and operational needs of County-owned and managed courthouse buildings and facilities identified by the County as in need of rehabilitation and renovation services but are not limited to, site development, improvements to all related infrastructure, building and structure work ancillary to the basic work scope, perimeter hardening, security improvements, inspections, certifications of new or existing operational maintenance support facilities, construction administration, detailed cost estimates, building evaluations, analysis of sustainable systems, and fire protection.

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 PSA was assigned an 18% SBE–Architectural & Engineering (SBE-A&E) measure, and, according to a compliance review conducted by the Strategic Procurement Department, the consultant is in compliance with Resolution No. R-1001-15 (Attachment C).

Attachments



Carladenise Edwards
Chief Administrative Officer

AMENDMENT NUMBER ONE
TO
PROFESSIONAL SERVICE AGREEMENT
BETWEEN MIAMI DADE COUNTY, FLORIDA
AND
PEREZ & PEREZ ARCHITECTS PLANNERS, INC.
FOR PROFESSIONAL SERVICES
PROJECT NO.: A20-ISD-04
CONTRACT NO.: A20-ISD-04A

This **Amendment Number One** 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 **PEREZ & PEREZ ARCHITECTS PLANNERS, 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").

WHEREAS, On July 6, 2023, the Board of County Commissioners ("Board") approved the competitively-established Professional Services Agreement ("PSA") with Perez & Perez Architects Planners, Inc. through Resolution No. R-593-23 for Countywide Infrastructure Investment Program (CIIP) for the Rehabilitation and Renovation Services of ISD Managed Courthouses and Judicial Facilities, ISD Project/Contract No.: A20-ISD-04 / A20-ISD-04A (the "Agreement"); with a total compensation amount of $1,650,000.00 for a (5) five-year term, with zero options-to-renew; and

WHEREAS, the Agreement provides comprehensive professional architectural, engineering and construction administration services providing studies,

programming, design criteria, designs, permit applications, cost estimates, construction documents, inspections and construction management for County managed courthouses and judicial facilities in need of rehabilitation and renovation; and

WHEREAS, the County has approved service orders that deplete the current Agreement compensation cap and the County anticipates assigning future project(s) to the Consultant; and

WHEREAS, this Amendment increases the Agreement's not-to-exceed compensation amount by $1,650,000.00 from $1,650,000.00 to $3,300,000.00 for additional professional services required for future courthouse and judicial facility renovations; and

WHEREAS the Parties desire to modify the Agreement accordingly.

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

1. Modification of Article 7

Article 7 of the Agreement is hereby modified to read as follows:

7.1 COMPENSATION FOR SERVICES AND TOTAL AUTHORIZED AMOUNT: Unless otherwise authorized by Amendment to this Agreement, aggregate payments to the Consultant for Basic Services, Additional and Work Site Services, and Reimbursable Expenses performed shall not exceed THREE MILLION DOLLARS ($3,000,000.00) and shall be disbursed as reflected herein, unless additional payments up to the limits of the Contingency Allowance Account have been authorized. The Owner retains all rights to these funds, may expend these funds at its sole discretion, and any funds not expended from this authorized agreement amount remain the property of the Owner.

7.2 MAXIMUM PAYABLE CONTINGENCY ALLOWANCE ACCOUNT:

This is an Agreement for the rehabilitation and renovation design of a facility(ies) on public property; therefore an estimated Allowance Account of THREE HUNDRED THOUSAND DOLLARS ($300,000.00) is permissible, per Miami-Dade County Code Section 2-8.1. Any Contingency Allowance Account expenses shall be approved by the Owner in advance and authorized by a Service Order. The Consultant shall have no entitlement to any of these funds. The Owner retains all rights to these funds, may expend these funds at its sole discretion, and any funds not expended from this Contingency Allowance Account remains the property of the County.

2. Ratification of Terms

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

(SIGNATURES APPEAR ON NEXT PAGE)

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 One 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 of 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: _____
Mayor

Date: _____

Date: _____

CONSULTANT'S NAME

Attest:
Secretary: _____
Signature

By: Jaime Cruanyas, AIA
Legal Name

_____
(Corporate Seal)

PEREZ & PEREZ ARCHITECTS PLANNERS, INC.
Legal Name of Corporation

_____
Signature

Daniel Perez-Zarraga, AIA - President
Legal Name and Title

OFFICIAL FILE COPY
CLERK OF THE BOARD
OF COUNTY COMMISSIONERS MIAMI-
DADE COUNTY, FLORIDA

PROFESSIONAL SERVICES AGREEMENT

PROJECT TITLE: Countywide Infrastructure Investment Program (CIIP) for the Rehabilitation and Renovation Services of ISD Courthouses and Judicial Facilities

ISD PROJECT / CONTRACT NO.: A20-ISD-04 / A20-ISD-04 A

AGREEMENT

Made as of the 30 day of August in the year 2023.

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

and the Consultant:

Name:	**Perez & Perez Architects Planners, Inc.**
Address:	**2121 South Douglas Road**
City/State/Zip:	**Miami, FL 33145**
Phone Number:	**305-444-4545**
Email:	**danielp@perezperez.com**

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

for Project: Countywide Infrastructure Investment Program (CIIP) for the Rehabilitation and Renovation Services of ISD Courthouses and Judicial Facilities

Scope of Services:
The Consultant shall provide non-exclusive, comprehensive professional architectural and engineering services for the infrastructure and operational needs of the County's owned and managed courthouse buildings and facilities identified by ISD in need of rehabilitation and renovation services under the Countywide Infrastructure Investment Program (CIIP) as needed, including engineering design and design criteria services for the repair, rehabilitation of such facilities' infrastructure. The scope of services includes, but is not limited to, site development; improvements to all related infrastructure, building and structure work ancillary to the basic work scope, perimeter hardening, security improvements, inspections, certifications of new or existing operational maintenance support facilities, construction administration, detailed cost estimates, building evaluations, analysis of sustainable systems, and fire protection.

The Owner and Consultant agree as set forth herein:

PROFESSIONAL SERVICES AGREEMENT

TABLE OF CONTENTS

ARTICLE NO.	SUBJECT	PAGE NO.
ARTICLE 1	DEFINITIONS	5
ARTICLE 2	INFORMATION TO BE FURNISHED BY THE OWNER	12
2.1	Obligation of the Owner	12
2.2	Obligation of the Consultant	12
ARTICLE 3	GENERAL PROVISIONS	13
3.1	Consultant Responsibilities	13
3.2	Errors and Omissions	13
3.3	Indemnification and Insurance	14
3.4	Successors and Assigns	15
3.5	Provision of Items Necessary to Complete Services	16
3.6	Sub-Consultants	16
3.7	Term of Agreement	16
3.8	Performance	16
3.9	Termination of Agreement	18
3.10	Intent of Agreement	19
3.11	Annulment	19
3.12	Sanctions for Violations of Chapter 11, Miami-Dade County Code	20
3.13	Accounting Records of Consultant	20
3.14	Inspector General (IG) and Independent Private Sector Inspector General (IPSIG)	20
3.15	Ownership of Documents and Copyrights	22
3.16	Corrections to Construction Contract Documents	23
3.17	Laws and Regulations	23
3.18	Owner Representative	24
3.19	Entirety of Agreement	24
3.20	Warranty	24
3.21	Non-Exclusivity	24
3.22	Continued Engagement of Critical Personnel	25
3.23	Consultant Performance Evaluation	25
3.24	Ethics Language	25
3.25	Financial Disclosure	25
3.26	Sub-Contractors – Race, Gender, and Ethnic Makeup of Owners and Employees	25
3.27	Dispute Resolution	25
ARTICLE 4	BASIC SERVICES	27
4.1	Assignment of Work	27
4.2	Basic Services Schedule and Summary	27
4.3	Phase 1A– Program Verification and Master Planning	32
4.4	Phase 1B– Schematic Design Documents	34
4.5	Phase 2 - Design Development	36
4.6	Phase 3A – 50% Complete Construction Contract Documents	38

4.7	Phase 3B – 90% Complete Construction Contract Documents	40
4.8	Phase 3C – 100% Complete Construction Contract Documents	41
4.9	Phase 3D - Bid Documents	42
4.10	Phase 4 - Bidding and Award of Contract	43
4.11	Phase 5 – Construction Administration Services	44
4.12	Meetings and Reports	48
ARTICLE 5	ADDITIONAL AND WORK SITE SERVICES	50
5.1	Authorization	50
5.2	Additional Services	50
5.3	Work Site Services	51
ARTICLE 6	REIMBURSABLE EXPENSES	53
6.1	Authorization	53
6.2	Time Limit for Reimbursements	53
ARTICLE 7	COMPENSATION FOR SERVICES	54
7.1	Compensation for Services and Total Authorized Amount	54
7.2	Maximum Payable Contingency Allowance Account	54
7.3	Payment for Services	54
7.4	Payment for Reimbursable Expenses	58
7.5	Invoices and Methods of Payment	58
7.6	Payment to Sub-Consultants	58
7.7	Sub-contractor/Sub-consultant Reporting	59
7.8	Payment for Abandoned, Terminated or Suspended Services	59
ARTICLE 8	SPECIAL PROVISIONS	61
8.1	Security	61
8.2	Art in Public Places	61
8.3	Contract Measures	62
8.4	Baby Diaper Changing Accommodations	63
8.5	Sustainable Building Program	63
8.6	ULEB and ZEB	64
8.7	Cool Roofs	64
8.8	Sea Level Rise	64
8.9	Electric Vehicles' Parking	64
8.10	Energy Efficient Building Tax Credit	64
8.11	Buy American Iron and Steel Products Procurement Program	65
8.12	Verification of Employment Eligibility (E-Verify)	65
8.13	Organizational Conflict of Interest	65
8.14	Public Records	66
8.15	County's Rights as Sovereign	66
8.16	Disability Nondiscrimination	67
8.17	Domestic Leave	67
SIGNATURES		68
APPENDIX 1	FACILITY(IES) LIST	69

APPENDIX 2 PRINCIPALS OF THE CONSULTANT AND CRITICAL PERSONNEL 70

APPENDIX 3 SUB-CONSULTANT TEAM 71

APPENDIX 4 COMMISSIONING / RE-COMMISSIONING 72

APPENDIX 5 ART IN PUBLIC PLACES (APP) PROCEDURES No. 358 (01/20) 92

AFFIDAVITS 109

W I T N E S S E T H

ARTICLE 1 - DEFINITIONS

1.1 ADDITIONAL SERVICES: Those services, in addition to the Basic Services in this Agreement, which the Consultant shall perform at Owner's option and when authorized by Service Order(s) in accordance with the terms of this Agreement.

1.2 AGREEMENT: This written Agreement between the Owner and the Consultant, including the Appendices and Exhibits attached hereto and all Amendments and Service Orders issued by the Owner hereunder.

1.3 AMENDMENT: A written modification to this Agreement executed by the Consultant and the Owner covering changes, additions, or reductions in the terms of this Agreement.

1.4 ART IN PUBLIC PLACES: A division of the Miami-Dade County Department of Cultural Affairs that is responsible for initiating and overseeing the incorporation of art into new County facilities.

1.5 AUTHORIZATION TO PROCEED: A written communication issued by the Owner to the Consultant directing him/her to proceed and establishing the date of commencement and termination of the designated task.

1.6 BASIC SERVICES: Those services which the Consultant shall perform in accordance with the terms of the Agreement as directed and authorized by a Service Order(s). In addition, any Services not specifically addressed as Additional Services are considered Basic Services.

1.7 BASIC SERVICES FEE: The basis for compensation of the Consultant for the Basic Services performed under this Agreement.

1.8 BOARD OF COUNTY COMMISSIONERS: The duly elected officials authorized to act on behalf of the County.

1.9 CHANGE ORDER: A written agreement executed by the Owner, the Contractor and the Contractor's Surety, covering modifications to the Contract.

1.10 COMMISSIONING AGENT: A member of the Consultant team responsible for the methodical process of testing and adjusting the building systems (mechanical, plumbing, electrical, fire/life safety, building envelopes, lighting, wastewater, controls, building security, etc.) during re-commissioning to ensure the achievement of the Owner's project requirements as designed by the building architects and engineers.

1.11 COMMUNITY BUSINESS ENTERPRISE (CBE-A/E): A Miami-Dade County program designed to provide contracting opportunities to small and medium size architectural and engineering firms.

1.12 CONSTRUCTION ADMINSTRATION SERVICES: Those portions of the Services comprising Phase 5 of the Basic Services that the Consultant shall perform in accordance with the terms of this Agreement when directed and authorized by a Service Order.

1.13 CONSTRUCTION CONTRACT DOCUMENTS: The Construction Contract Documents shall include, but not necessarily be limited to, the Advertisement for Bids, Instructions to Bidders, Bid Form, Bid Bond, Contract, Surety Performance Bond, Surety Payment Bond, General Conditions, Special Provisions, Technical Specifications, and Plans together with all Addenda, and subsequent Change Orders, and Work Orders. These documents shall include legal agreement between the Owner and the Construction Contractor for the performance of the Work.

1.14 CONSTRUCTION COST: Actual cost of the Work established in the Contract Documents as may be amended from time to time.

1.15 CONSTRUCTION SCHEDULE: Critical Path Method (CMP) schedule submitted by the Contractor and used by the Owner to monitor progress on the project; includes updates submitted by the Contractor with every payment request.

1.16 CONSULTANT: The named entity on page 1 of this Agreement who has entered into a contract with the County to provide basic and additional professional services under Articles 4 and 5 of this Agreement. He/she shall act as the County's representative for the duration of the project, inclusive of the Warranty Phase.

1.17 CONTINGENCY ALLOWANCE ACCOUNT(S): An account contained within the Agreement which establishes a specific amount to be used to provide services, as proposed by the Consultant and approved by the Owner, for unknown, unanticipated, unforeseen conditions necessitating additional design which is necessary to complete the Project to perform its design function, resulting in additions to the basic fee and/or additional/reimbursable service fees. Any money not directed to be used by the Owner, within a Contingency Allowance Account remains with the County.

1.18 CONTRACT DOCUMENTS: The legal agreement between the Owner and the Contractor for performance of Work. The documents prepared by the Consultant in accordance with the requirements of a Service Order(s) issued hereunder that form the basis for which the Owner can receive bids for the Work included in the documents. The Contract Documents shall include, but not necessarily be limited to, the Advertisement for Bids, Instructions to Bidders, Bid Form, Bid Bond, Contract, Surety Performance Bond, Surety Payment Bond, General Conditions, Special Provisions, Technical Specifications, and Plans together with all Addenda, and subsequent Change Orders, and Work Orders.

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

1.20 DEDICATED ALLOWANCE ACCOUNT(S): An account(s) in which the stated dollar amount(s) is included in the Agreement for the purpose of funding specific services. Any money within a Dedicated Allowance Account, not directed to be used by the Owner, remains with the Owner.

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

1.22 DESIGN DELIVERABLES: Deliverables to be presented and Services to be performed by the Consultant at various phases of design. The design deliverables are to comply with the requirements of each Service Order.

1.23 DESIGN DEVELOPMENT: That portion of the Services comprising Phase 2 of the Basic Services which the Consultant shall perform in accordance with the terms of this Agreement when directed and authorized by Service Order.

1.24 DIRECTOR: The Director of the Miami-Dade County Internal Services Department or authorized representative(s) designated in writing with respect to a specific matter(s) concerning the Services.

1.25 FIXED LUMP SUM: A basis for compensation of the Consultant for Services performed.

1.26 GBCI: Green Building Certification Institute

1.27 INTERNAL SERVICES DEPARTMENT (ISD): A department of Miami-Dade County government; sometimes referred to as Owner, represented by and acting through the Director or his designee(s).

1.28 LEED: Leadership in Energy and Environmental Design. Design of County facilities must comply with the Sustainable Building Program established in Ordinance 07-65.

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

1.30 LEED CERTIFICATION DOCUMENTS: Reports, documents or other data required to apply for and obtain the desired LEED certification.

1.31 LEED CERTIFICATION PLAN: Plan developed by the LEED AP to develop and monitor the documentation required during design and construction for the LEED certification application process.

1.32 LEED STATUS REPORT: A periodic report produced by the LEED AP to inform the Owner and other stakeholders in the Project on the status of the design and construction relative to earning LEED credit points for the Project.

1.33 LIFE CYCLE COSTING: The process whereby all expenses associated with the operations, maintenance, repair, replacement and alteration costs of a facility or piece of equipment are identified and analyzed.

1.34 NOTICE TO PROCEED: Written communication issued by the Owner to the Contractor directing the Work to proceed and establishing the date of commencement of the Work.

1.35 OWNER: Miami-Dade County acting through the Internal Services Department. The term Owner as used in this Agreement shall exclude the County regulatory departments: Regulatory and Economic Resources (RER), Public Works, Waste Management, and the Fire Department (MDFR), or their successors.

1.36 PHASE: The portion of the Basic Services that shall be accomplished by the Consultant for each of the Project's elements or a portion or combination thereof as described in the article "Basic Services" herein:

Phase 1A	-	Master Planning and Program Verification
Phase 1B	-	Schematic Design
Phase 2	-	Design Development
Phase 3A	-	50% Contract Documents
Phase 3B	-	90% Contract Documents
Phase 3C	-	100% Contract Documents
Phase 3D	-	Bid Documents
Phase 4	-	Bidding & Award of Contract
Phase 5	-	Construction Administration Services

1.37 PLANS: The drawings prepared by the Consultant which show the locations, characters, dimensions and details of the Work to be done and which are part of the Contract Documents.

1.38 PROBABLE CONSTRUCTION COST: The latest approved written estimate of Construction Cost broken down by the latest format developed by the Construction Specification Institute (CSI) or unit price bid items, including construction allowance contingencies, submitted to the Owner, in a format preferred by the Owner, in fulfillment of the requirement(s) of this Agreement.

1.39 PROFESSIONAL CONSTRUCTION ESTIMATOR: A professional construction estimator, not affiliated with the Prime Consultant firm, to provide and analyze independent cost estimates of the Project and individual Project Elements or parts thereof in order to determine the Probable Construction Cost at each Phase of the Basic Services requiring the submittal of a Probable Construction Cost.

1.40 PROJECT: Project Elements, components of the Project Elements, and Services set forth in this Agreement.

1.41 PROJECT BUDGET: Estimated cost for the Project, prepared by the Owner, including the estimated Construction Cost and Soft Costs. The Project Budget may, from time to time, be revised or adjusted by the Owner, in its sole discretion, to accommodate approved modifications or changes to the Project or the scope of work.

1.42 PROJECT ELEMENT: A part of the Project for which Services are to be provided by the Consultant pursuant to this Agreement or by other consultants employed by the Owner.

1.43 PROJECT MANAGER(S) (PMs): One or more individuals designated by the Director to represent the Owner during all phases of the Project.

1.44 PROJECT SCHEDULE: The timeframes/durations proposed by the Consultant and approved by the Owner for the completion of each phase of the design and construction process.

1.45 PROLONGED PERIOD OF CONSTRUCTION ADMINISTRATION SERVICES: The time period between: A. the original final completion date of the construction contract for the applicable Project as awarded, extended by the number of days that is equal to 20 percent of the original construction duration time period; and B. the date of actual, official acceptance by the Owner of the Report of Contract Completion furnished by the Consultant. A Prolonged Period of Construction Administration Services may occur where the contractor is entitled to, or has received, a time extension which extends the date of final completion for the applicable Project set forth in the construction contract beyond the original completion date of the Contract, as awarded, extended by the number of days that is equal to 20 percent of the original construction duration time period, and may also occur where the construction contractor does not timely complete the construction work covered by the construction contract.

1.46 PUNCH LIST: A running list of Defects in the Work as determined by the Consultant performing Construction Administration Services, with input from Project Manager(s). The initial edition of the Punch List is modified in succeeding editions to reflect corrected and completed work as well as newly observed Defects, until the time of Final Acceptance.

1.47 RECORD DRAWINGS (AS-BUILT DRAWINGS): Reproducible electronic drawings showing the final completed Work as built, including any changes to the Work performed by the Contractor pursuant to the Contract Documents, and based on marked-up as-built prints, drawings and other data furnished by the Contractor and the Consultant's records and observations.

1.48 REIMBURSABLE EXPENSES: Those expenses delineated in the article "Reimbursable Expenses" of this Agreement which are separately approved by the Owner that are incurred by the Consultant in the fulfillment of this Agreement and which are to be compensated to the Consultant in addition to the Basic Services Fee.

1.49 REPORT OF CONTRACT COMPLETION: Consultant's report that summarizes and certifies completion of Contractor's construction contract.

1.50 REVIEW SET: A partial or complete set of Contract Documents, provided by the Consultant in accordance with a Service Order on which the Owner may provide written review comments and acceptance of Services. Any review will be general in nature and shall not constitute a detailed checking of the Consultant's work nor relieve the Consultant of the responsibility for the completeness and accuracy of its Services.

1.51 SCHEMATIC DESIGN: That portion of the Services comprising Phase 1B of the Basic Services which the Consultant shall perform in accordance with the terms of this Agreement when directed and authorized by Service Order.

1.52 SERVICE ORDER: A written order (consecutively numbered for reference and control purposes) initiated by the Project Manager in accordance with this Agreement, and countersigned by the Director and by the Consultant, directing the Consultant to perform or modify the performance of any portion of the Services and containing the scope, time of completion, total compensation for the services authorized, or to stop the performance of such Services. The Service Order may also include consequences for failure of the Consultant to meet the scheduled completion of the services.

1.53 SERVICES: All services, work and actions by the Consultant performed pursuant to or undertaken under this Agreement.

1.54 SOFT COSTS: Costs related to a Project other than Construction Cost including Consultant Basic Services, Additional Services, Work Site Services, survey, testing, general consultant, finance, permitting fees, etc.

1.55 SUB-CONSULTANT: An independent firm, company, joint venture, corporation or individual under contract with and compensated by the Consultant to perform a portion of the Services required hereunder.

1.56 SUBSTANTIAL COMPLETION: The stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the Project for its intended use and shall occur when the Consultant issues a certificate of Substantial Completion. At this stage, all Punch List work should be able to be completed by the Contractor in less than thirty (30) calendar days. The Certificate of Substantial Completion shall not be issued prior to the Contractor obtaining a Final Certificate of Occupancy from the Authority Having Jurisdiction.

1.57 USER: The department, division, bureau or other subdivision of the County, for which the project is required.

1.58 USER REVIEW: A review of all design projects by a group which represents the operational aspects of the Owner including Owner's operational staff, Specialty Consultants, and/or select user groups, to ensure that program and operational needs are being met.

1.59 VALUE ANALYSIS/ENGINEERING (VA/E): The systematic application of recognized techniques for optimizing both cost and performance in a new or existing facility or to eliminating items that add cost without contributing to required functions.

1.60 WORK: All labor, materials, tools, equipment, services, methods, procedures, etc., necessary or convenient for the Contractor's performance of all duties and obligations imposed by the Contract Documents, and representing the basis upon which the total consideration is paid or payable to the Contractor for the performance of such duties and obligations.

1.61 WORK ORDER: A written order, authorized by the Owner, directing the Contractor to perform work under a specific allowance account or which directs the Contractor to perform a change in the work.

1.62 WORK SEQUENCING SCHEDULE AND STAGING PLAN: Plans prepared by the Consultant showing the stage-by-stage sequence of construction, the impact on adjacent or related facilities and the Owner's operations, as well as other features, as necessary, related to the overall schedule of construction. The Consultant will be responsible for the preparation and inclusion of plans for the Contractor's and Project Manager's construction trailers. The plans will show as a minimum the location of the trailer(s), parking, access, and temporary utility connections for the trailer required during the performance of the Work.

1.63 WORK-SITE SERVICES: Those optional portions of the Services, beyond the requirements of Construction Administration Services, involving the providing of on-site resident services,

that Consultant shall perform in accordance with the terms of this Agreement if directed and authorized by Service Order(s).

ARTICLE 2 – INFORMATION TO BE FURNISHED BY THE OWNER

2.1 OBLIGATION OF THE OWNER: The Owner will furnish the Consultant with the following information, or may authorize the Consultant to acquire the information as a Reimbursable and/or Additional Service as applicable.

2.1.1. As-builts, surveys as applicable, soil borings or test pits, chemical, mechanical, structural, or other tests deemed necessary, requested or recommended by the Consultant.

2.2 OBLIGATION OF THE CONSULTANT: The Consultant understands that it is obligated to assist in defining as well as verifying, to the extent it deems necessary, all information furnished by the Owner and that it is solely responsible for the accuracy and applicability of all such information used by said Consultant. Such verification shall include visual examination of existing conditions in all locations encompassed by the Project(s) where such examination can be made without using destructive measures, e.g., excavation or demolition, unless such destructive measures are first authorized by the Owner in writing.

ARTICLE 3 - GENERAL PROVISIONS

3.1 CONSULTANT RESPONSIBILITIES:

3.1.1 The Consultant is responsible for the professional quality, technical accuracy, completeness, performance and coordination of all work required under the Agreement including the work performed by Sub-consultants, within the specified time period and specified cost. The Consultant shall perform the work utilizing the best skill, knowledge and judgment possessed and used by a proficient professional Consultant with respect to the disciplines required for the performance of the work in the State of Florida. The Consultant is responsible for, and represents that the work conforms to the Owner's requirements as set forth in the Agreement.

3.1.2 Except with the Owner's knowledge and consent, the Consultant shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Consultant's professional judgment with respect to this Project.

3.2 ERRORS AND OMISSIONS:

3.2.1 The Consultant shall be and remain liable to the Owner for all damages to the Owner caused by the Consultant's negligent acts or errors or omissions in the performance of the work. In addition to all other rights and remedies, which the Owner may have, the Consultant shall, at its expense, re-perform the services to correct any deficiencies, which result from the Consultant's failure to perform in accordance with the above standards, at no additional cost to the Owner.

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

3.2.3 The Consultant and its Sub-consultants shall be and remain liable to the Owner in accordance with applicable law for all damages to the Owner caused by any failure of the Consultant or its Sub-consultants to comply with the terms and conditions of the Agreement or by the Consultant's or Sub-consultants' misconduct, unlawful acts, negligent acts, errors or omissions in the performance of the Agreement. With respect to the performance of work by Sub-consultants, the Consultant shall, in approving and accepting such work, ensure the professional quality, completeness, and coordination of Sub-consultant's work.

3.2.4 The Consultant, to the extent of its failure to perform in accordance with the standard of care set forth in this Agreement or to the standard of care of consultants providing similar services, whichever standard is higher, shall be responsible for deficient, defective services and any costs associated with the resulting deficient, defective construction services re-performed within twelve (12) months following final acceptance and shall be subject to further re-performance, repair and replacement for an additional twelve (12) months.

3.2.5 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 this determination in writing to the Department 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 Director, the Consultant shall present any such objections in writing to the County Mayor. The Department and the Consultant shall abide by the decision of the County Mayor. The Consultant shall continue to perform under the Agreement and follow the Director's direction during the time a dispute is being resolved. 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.

3.3 INDEMNIFICATION AND INSURANCE:

3.3.1 Consultant, in accordance with Section 725.08, Florida Statutes, shall indemnify and hold harmless the County, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant and other persons employed or utilized by the Consultant in the performance of this Agreement.
Consultant expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Consultant shall in no way limit the responsibility to indemnify and hold harmless the County or its officers, employees, agents and instrumentalities as herein provided.

3.3.2 The Consultant agrees and recognizes that the Owner shall not be held liable or responsible for any claims which may result from any actions 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 or acts of the Consultant, the Owner in no way assumes or shares any of the responsibility or liability of the Consultant or Sub-consultants, the registered professionals (architects and/or engineers) under this Agreement.

3.3.3 The Consultant shall not be issued any Service Order under this Agreement until the insurance required hereunder has been obtained and such insurance has been approved by the Owner. The Consultant shall maintain required insurance coverage for the full term of this Agreement or for such longer period(s) as may be specifically required herein. No material change or cancellation of the insurance shall be effective without a thirty (30) day prior written notice to and approval by the County.

3.3.4 The Consultant shall furnish to the Miami-Dade County, Internal Services Division/FIMD, 111 NW 1st Street, Suite 2400, Miami, FL 33128-1974, Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

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

B. Commercial General Liability Insurance in an amount not less than $1,000,000 per occurrence, and $2,000,000 in the aggregate. **Miami-Dade County must be shown as an additional insured with respect to this coverage.**

C. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than $300,000 combined single limit per occurrence for bodily injury and property damage.

D. Professional Liability or Errors & Omissions insurance in the name of the licensed professional providing architectural and/or engineering, project design, construction supervision, administration, surveying, testing, engineering and any other related professional qualifications or functions required by the project in an amount not less

than $2,000,000 per claim.

a. If any required insurance purchased by the licensed professional has been issued on a 'claims made' basis, the purchaser of such claims made coverage must have an extended reporting or discovery "tail" period of not less than ten years after the project completion date and shall have a retroactive date to the date of first design.

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

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

or

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

NOTE: MIAMI-DADE COUNTY PROJECT NUMBER A20-ISD-04 AND COUNTYWIDE INFRASTRUCTURE INVESTMENT PROGRAM (CIIP) FOR THE REHABILITATION AND RENOVATION SERVICES OF ISD COURTHOUSES AND JUDICIAL FACILITIES MUST APPEAR ON EACH CERTIFICATE.

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

3.4 SUCCESSORS AND ASSIGNS:

The Consultant and the Owner each binds himself/herself, his/her successors, legal representatives and assigns to the other party of the Agreement and to the successors, legal representatives, and assigns of such party in respect to all covenants of this Agreement. The Consultant shall afford the Owner the opportunity to approve or reject all 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. Furthermore, the Consultant warrants that; 1) it has not employed any company or person other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement; and 2) that it has not paid, nor agreed to pay any person, company, corporation, joint venture, individual, or firm, other than a bona fide employee working solely for the Consultant any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the Owner has the right to annul this Agreement without liability to the Consultant for any reason whatsoever.

3.5 PROVISION OF ITEMS NECESSARY TO COMPLETE SERVICES:

In the performance of the Services prescribed herein, it shall be the responsibility of the Consultant to provide all salaries, wages, materials, equipment, Sub-consultants and other purchased services, etc., necessary to complete said Services.

3.6 SUB-CONSULTANTS:

3.6.1 All services provided by the Sub-consultants shall be consistent with those commitments made by the Consultant during the selection process and interview and shall be pursuant to appropriate agreements between the Consultant and the Sub-consultants, which shall contain provisions that preserve and protect the rights of the Owner under this Agreement. Nothing contained in this Agreement shall create any contractual relationship between the Owner and the Sub-consultants.

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

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

3.7 TERM OF AGREEMENT:

3.7.1 The term of this Agreement shall be for **Five (5) years** and shall begin upon execution by the parties and shall be in effect until all Services are completed or until those Services Orders in force at the end of the stated period of time have been completed and the Services accepted, whichever may be later. Nothing in this Article shall prevent the Owner from exercising its rights to terminate the Agreement as provided elsewhere herein.

3.8 PERFORMANCE:

3.8.1 Time for Performance: The Consultant agrees to provide the Owner, as part of Basic Services and within 7 days from receipt of the executed contract, a detailed Project Development Schedule in Excel, Microsoft Project, or Primavera formats, acceptable to the Owner, showing the time allocated for each Phase of the Services. The schedule for performance of the services shall be mutually agreed between the Consultant and the Owner prior to commencement of the services. The Consultant is firmly obligated to complete the services in accordance with the approved schedule, and shall furnish sufficient personnel, equipment, and facilities and shall work such hours as necessary to assure such completion. 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 stated herein. Such extension of time shall not be cause for any claim by the Consultant for extra compensation.

3.8.2 Performance. If the Owner determines that the Services or Work provided by Consultant is deficient or otherwise not in compliance with the Service Order or terms and conditions of

this Agreement, and should there be no resolution to said deficiencies or non-compliances by the Consultant through the established meetings and agendas, the Owner shall notify the Consultant through a formal "Notice to Cure", specifying the basis for such deficiency or non-compliance, and advising the Consultant that such deficiency or non-compliance must be cured immediately or the Project assignment may be terminated. The Consultant can cure and rectify the deficiency or non-compliance, to the Owner's reasonable satisfaction as confirmed through Owner's written approval, within thirty (30) days of actual notice of the Notice to Cure (the "Cure Period"). Failure to respond or comply with the plan for correction of deficiencies by the Consultant within the allotted time may result in a formal Termination For default notice.

3.8.3 Delays in Performance: If the Consultant is delayed in performing any obligation under this Agreement due to a force majeure or inevitable accident or occurrence, beyond the Consultant's control, the Consultant shall request a time extension from the Department Director within five (5) working days of said force majeure or inevitable accident or occurrence. Any time extension shall be subject to mutual agreement and shall not be cause for any claim by the Consultant for extra compensation unless additional services are required. Force majeure shall mean an act of God, epidemic, fire, explosion, hurricane, flood or similar occurrence, civil disturbance or similar occurrence, which has had, or may reasonably be expected to have a material adverse effect on the rights and obligations under this Agreement, and which, by the exercise of due diligence, such parties shall not have been able to avoid. Such acts or events DO NOT INCLUDE inclement weather (except as noted above) or the acts or omissions of Sub consultants/subcontractors, etc.

The Owner reserves the right to recover from the Consultant any costs incurred as a result of any delays attributed to the Consultant's negligent performance or performance not in accordance with the terms of this Agreement, such as but not limited to, the Consultant's failure to complete deliverables timely, failure to provide timely responses to requests for information, review of submittals, shop drawings, etc. Compensation to the Owner shall be calculated as the total cost of any damages or costs incurred by the Owner resulting out of the delay. In addition, the Owner reserves the right to negotiate with the Consultant, for inclusion into Service Orders on a case-by-case basis, a liquidated damages amount on a per-day basis assessed against the Consultant for failure to perform the Services within the time frame(s) outlined for the deliverable(s) in the Service Order. In such instance, the Owner and the Consultant agree that the damages resulting to the County from such delays are not readily ascertainable and are difficult to quantify but that the amount agreed to by the parties are a reasonable assessment of the Owner's damages resulting from the Consultant's delays and are not a penalty.

3.8.4 Emergency Response: The Director or his/her authorized designee, shall issue written authorization to proceed to the Consultant for each section of the work to be performed at assigned sites. In case of emergency, as determined by the Owner, the Director reserves the right to issue verbal authorization to the Consultant with the understanding that a cost proposal shall be submitted by the Consultant immediately thereafter. The Consultant shall be given notice (which may be amended from time to time as applicable) regarding persons who are the authorized designees of the Director for the purposes of this Agreement.

3.9 TERMINATION OF AGREEMENT:

3.9.1 This Agreement may be terminated upon prior written notice by either party as described herein. The Owner may terminate this Agreement or any Service Order for cause or for convenience. The Consultant may terminate this Agreement for cause in the event that the Owner willfully violates any provisions of the Agreement. The Consultant shall have no right to terminate this Agreement, including any Service Order, for convenience of the Consultant, without cause.

3.9.2 Owner's Termination for Cause: The Owner may at its sole election either issue a Notice of Deficiency or terminate this Agreement or any Service Order upon seven (7) days written notice for cause in the event that the Consultant violates any provisions of this Agreement, or performs same in bad faith, or unreasonably delays the performance of the Services. Such written notice to the Consultant shall spell out the cause and provide reasonable time in the notification to remedy the cause. Unless a satisfactory effort, acceptable to the Owner, has been made by the Consultant to correct the cause within seven (7) days of such written notice, the Owner may declare the Contract breached and send a written notice of termination to the Consultant.

3.9.3 In the event the Owner terminates this Agreement for cause, the Owner will take over any and all documents resulting from Services rendered up to the termination and may complete them, by contracting with other architect(s), engineer(s) or otherwise, and in such event, the Consultant shall be liable to the Owner for any additional cost incurred by the Owner due to such termination. "Additional Cost" is defined as the difference between the actual cost of completion of such incomplete Services and the cost of completion of such Services which would have resulted from payments to the Consultant hereunder had the Agreement not been terminated. Upon receipt of written Notice of Termination, the Consultant shall, when directed by the Owner, promptly assemble and submit as provided herein or as required in any Service Order issued hereunder, all documents including drawings, calculations, specifications, reports, correspondence, and all other relevant materials affected by such termination. No payments shall be made: 1) for Services not satisfactorily performed; and 2) for the cost of assembly and submittal of documents for services performed satisfactorily or unsatisfactorily. In any event, no payments will be made by the Owner to the Consultant until all materials have been turned over by the Consultant to the Owner and to the satisfaction of the Owner. In the event termination for cause is determined to have been inappropriate, the termination shall automatically convert to termination for convenience.

3.9.4 Owner's Termination for Convenience: The Owner, in addition to the rights and options to terminate for cause, or any other provisions set forth in this Agreement, retains the right to terminate this Agreement or any Service Order upon thirty (30) days written notice at its sole option at any time for convenience, without cause, when in its sole discretion it deems such termination is in the best interest of the Owner.

3.9.5 Consultant's Termination for Cause: The Consultant may terminate this Agreement upon thirty (30) days written notice for cause in the event that the Owner violates any provisions of this Agreement. Such written notice to the Owner shall spell out the cause and provide reasonable time in the notification to remedy the cause. In the event the Consultant exercises its right to terminate this Agreement for cause, payment for Services satisfactorily performed prior to the date of termination shall be made in accordance with the article “Compensation for Services.”

3.9.6 Implementation of Termination: In the event of termination either for cause or for convenience, the Consultant, upon receipt of the Notice of Termination, shall:

1. Stop the performance of Services under this Agreement on the date and to the extent specified in the Notice of Termination;
2. Place no further orders or subcontracts except as may be necessary for completion of any portion(s) of the Services not terminated, and as authorized by Service Order(s);
3. Terminate all orders and subcontracts to the extent that they relate to the performance of the Services terminated by the Notice of Termination;
4. Transfer title to the Owner (to the extent that title had not already been transferred) and deliver in the manner, at the times, and to the extent directed by the Owner, all property purchased under this Agreement and reimbursed as a direct item of cost and not required for completion of the Services not terminated;
5. Promptly assemble and submit as provided herein all documents for the Services performed, including plans, calculations, specifications, reports, and correspondence, and all other relevant materials affected by the termination; and
6. Complete performance of any Services not terminated by the Notice of Termination.

3.9.7 Compensation for Terminated Work: Compensation for terminated work will be made based on the applicable provisions of the Article 7 - Compensation for Services.

3.10 INTENT OF AGREEMENT:

3.10.1 The intent of the Agreement is for the Consultant to provide design services, and to include all necessary items for the proper completion of such services, for fully functional facilities which, when constructed in accordance with the design, will be able to be used by the Owner for their intended purposes. The Consultant shall perform, as Basic Services, such incidental work, which may not be specifically referenced, as necessary to complete the Project.

3.10.2 This Agreement is for the benefit of the parties only and it does not grant rights to a third party beneficiary, to any person, nor does it authorize anyone not a party to the Agreement to maintain a suit for personal injuries, professional liability or property damage pursuant to the terms or provisions of the Agreement.

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

3.11 ANNULMENT:

The Consultant warrants that:

1) it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement; and

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

3.12 SANCTIONS FOR VIOLATIONS OF CHAPTER 11, MIAMI-DADE COUNTY CODE:

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 Owner 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.

3.13 ACCOUNTING RECORDS OF CONSULTANT:

The Owner reserves the right to audit the accounts and records of the Consultant including, but not limited to, payroll records and Federal Tax return, supporting all payments for Services hereunder on the basis of Multiple of Direct Salaries and Reimbursement of Actual Expenses incurred. Such audit may take place at any mutually convenient time during the performance of this Agreement and for three (3) years after final payment under this Agreement. The Consultant shall maintain, as part of its regular accounting system, records of a nature and in a sufficient degree or detail to enable such audit to determine the personnel hours and personnel costs and other expenses associated with each Project and/or task authorized for performance by Service Order(s). In accordance with Florida Statute 287.055, (5)(a), the Consultant 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 Owner 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 Owner, or one (1) following the end of the contract, whichever is later.

3.14 INSPECTOR GENERAL (IG) AND INDEPENDENT PRIVATE SECTOR INSPECTOR GENERAL (IPSIG):

3.14.1 Inspector General: According to Section 2-1076 of the Code of Miami-Dade County, Miami-Dade County has established the Office of the Inspector General (IG) which may, on a random basis, perform audits, inspections, and reviews of all County/Trust contracts. This random audit is separate and distinct from any other audit by the County. To pay for the functions of the Office of the Inspector General, **any and all payments to be made to the Consultant under this contract will be assessed one quarter (1/4) of one (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.

3.14.2 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 (Contractor/ Vendor/ 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.

3.14.3 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 (Contractor/Vendor/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 subconsultants, subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, (bid/proposal) and contract documents, back-charge documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records and supporting documentation for the aforesaid documents and records. Any reasonable and necessary copies required by the IG shall be made at the IG's expense.

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

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

3.14.5 The provisions in this section shall apply to the (Contractor/Vendor/Consultant), its officers, agents, employees, subconsultants, subcontractors and suppliers. The (Contractor/Vendor/Consultant) shall incorporate the provisions in this section in all subcontracts and all other agreements executed by the (Contractor/Vendor/Consultant) in connection with the performance of this contract.

3.14.6 Nothing in this section shall impair any independent right to the County to conduct audits or investigative activities. The provisions of this section are neither intended nor shall they be construed to impose any liability on the Owner by the (Contractor/Vendor/Consultant) or third parties.

3.14.7 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. 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.

3.14.8 Independent Private-Sector Inspector General (IPSIG): The attention of the Consultant is hereby directed to the requirements of AO 3-20 and R-516-96, whereby the Owner 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 Owner 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.

3.14.9 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.

3.14.10 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 subconsultants, 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.

3.15 OWNERSHIP OF DOCUMENTS AND COPYRIGHTS:

3.15.1 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Design Deliverables and Contract Documents solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project. All notes, correspondence, documents, designs, drawings, renderings, calculations, specifications, models, photographs, reports, surveys, investigations, and any other documents and copyrights thereto for Services performed or produced in the performance of this Agreement, whether in paper or other hard copy medium or in electronic medium, 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 Owner.

3.15.2 Consultant warrants that the tangible objects it delivers to Owner pursuant to this Agreement are original work of Consultant, and that Consultant owns the copyright and all other reproduction, trademark, trade dress, or other intellectual property rights to the work. Consultant will, to the fullest extent of the law, hold harmless, indemnify and defend Owner and its, officers, employees and agents from and against all claims, damages, losses and expenses, including but not limited to attorney's fees and costs through and including final disposition, arising out of or resulting from claims of copyright infringement or violation of

trademark or trade dress arising out of Owner's use of the Consultant's tangible work as authorized pursuant to Agreement.

3.15.3 The Consultant shall not disclose, release, or make available any document to any third party without prior written approval from the Owner. Nothing contained herein shall be deemed to exclude any document from Chapter 119 of the Florida Statutes.

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

3.15.5 At the Owner's option, the Consultant may be authorized by Service Order to adapt copyrighted material for additional or other work for the Owner; however, payment to the Consultant for such adaptations will be limited to a negotiated amount between the Owner and the Consultant.

3.15.6 The Owner shall have the right to modify the Project or any components thereof without permission from the Consultant or without any additional compensation to the Consultant. The Consultant shall be released from any liability resulting from such modification.

3.15.7 The Consultant shall bind all Sub-consultants to the Agreement requirements for re-use of plans and specifications.

3.15.8 Consultant specifically grants to Owner and to Owner's Consultants the right to photograph or otherwise reproduce images of the Project, or of any representations of the Project which Consultant may produce pursuant to this Agreement.

3.16 CORRECTIONS TO CONSTRUCTION CONTRACT DOCUMENTS:

The Consultant shall prepare, without added compensation, all necessary supplemental documents to correct errors, omissions, and/or ambiguities which may exist in the Construction Contract Document prepared by the Consultant including the documents prepared by its Sub-consultants. Compliance with this Article shall not be construed to relieve the Consultant from any liability resulting from any such errors, omissions, and/or ambiguities in the Contract Documents and other documents or Services related thereto.

3.17 LAWS AND REGULATIONS:

3.17.1 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.

3.17.2 The Agreement shall be governed by the laws of the State of Florida and may be enforced in a court of competent jurisdiction in Miami-Dade County, Florida.

3.17.3 In accordance with Florida Statutes 119.07 (3)(ee), entitled “Inspection, Examination, and Duplication of Records; Exemptions”, all building plans, blueprints, schematic drawings, and diagrams, including draft, preliminary, and final formats, are exempt from the provisions of subsection (1) and s. 24(a), Article I of the State Constitution. Information made exempt by this paragraph, with prior approval from the Department, may be disclosed to another entity to perform its duties and responsibilities; to a licensed architect, engineer, or contractor who is performing work on or related to the project; or upon a showing of good cause before a

court of competent jurisdiction. The entities or persons receiving such information shall maintain the exempt status of the information.

3.17.4 The Consultant agrees to abide by all federal, state, and County procedures, as may be amended from time to time, by which the documents are handled, copied, and distributed which may include but is not limited to each employee of the Consultant and Sub-consultant(s) that will be involved in the project, shall sign an agreement stating that they will not copy, duplicate, or distribute the documents unless authorized by the Owner.

3.17.5 The Consultant and its Sub-consultant(s) agree in writing that the project documents are to be kept and maintained in a climate-controlled, secure location. Each of the project documents are to be numbered and the whereabouts of the documents shall be tracked at all times.

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

3.18 OWNER REPRESENTATIVE:

The Owner will assign one or more Project Manager(s) to the Project to coordinate all Owner responsibilities under this Agreement. All instructions from the Owner to the Consultant shall be issued by or through the Project Manager. The Consultant shall promptly inform the Project Manager in writing of any instructions received from others and of any other circumstances which arise that might affect the performance of the Services or of the Work.

3.19 ENTIRETY OF AGREEMENT:

This Agreement represents the entire and integrated Agreement between the Owner and the Consultant and supersedes all prior negotiations, representations or agreements between the parties hereto, either written or oral, pertaining to the Project(s). This Agreement shall not be amended except by written Amendment.

3.20 WARRANTY:

The Consultant warrants that the Services furnished to the Owner under this Agreement shall conform to the standard level of care expected of and usually provided by the profession in the state of Florida applicable to the design and construction of public and commercial facilities.

3.21 NON-EXCLUSIVITY:

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

Furthermore, the Consultant shall coordinate with any other entity retained by the Owner to perform any incidental Services.

3.22 CONTINUED ENGAGEMENT OF CRITICAL PERSONNEL:

In accordance with County Resolution No. 744-00, the Consultant shall identify in Appendix 2, attached hereto and made a part hereof, the specific technical or professional personnel to perform the necessary services under this Agreement. Such personnel shall not be replaced except when Owner determines, in its discretion, that the proposed replacement personnel have equal or greater qualifications or capabilities to perform the necessary services.

3.23 CONSULTANT PERFORMANCE EVALUATION:

In accordance with Implementing Order 3-39, the Consultant is advised that performance evaluation(s) of the services rendered throughout this Agreement will be completed by the County and kept in Miami-Dade County files as reference data for the purpose of evaluating performance in future selections for professional services.

3.24 ETHICS LANGUAGE:

Pursuant to Sec. 2-11.1(w) of the Code of Miami-Dade County, the Ethics Commission has jurisdiction over contractors and vendors. The Consultant must provide the Ethics Commission with a written report regarding its compliance with any restrictions contained in the advisory opinion issued by the Ethics Commission to the Consultant, Sub-consultants and/or any team members within ninety days of the issuance of each work order. The reports must be submitted to Robert Myers, Executive Director, Commission on Ethics and Public Trust, 19 West Flagler Street, Suite 207, Miami, FL 33130.

3.25 FINANCIAL DISCLOSURE:

The Consultant shall comply with the financial disclosure requirements of Ordinance No. 77-13, as amended, by having on file or filing within thirty (30) days of the execution of the Agreement one of the following with the Supervisor of the Miami-Dade County Elections Department, 2700 NW 87th Avenue, Miami, Florida 33172 and every year thereafter by noon July 1st.

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

3.26 SUBCONTRACTORS - RACE, GENDER AND ETHNIC MAKEUP OF OWNERS AND EMPLOYEES:

Pursuant to Ordinance No. 11-90, for all contracts which involve the expenditure of one hundred thousand dollars ($100,000) or more, the entity contracting with the County must report to the County the race, gender and ethnic origin of the owners and employees of its first tier subcontractors using the Subcontractor/Supplier Listing form. In the event that the successful proposer demonstrates to the County prior to award that the race, gender and ethnic information is not reasonably available at that time, the successful proposer shall be obligated by contract to exercise diligent efforts to obtain that information and to provide the same to the County not later than ten (10) days after it becomes available and, in any event, prior to final payment under the contract.

3.27 DISPUTE RESOLUTION:

3.27.1 In an effort to resolve any conflicts between the parties that arise during the design or construction or following the completion of the project, the Owner and the Consultant agree

that all disputes between them arising out of or relating to this Agreement shall be submitted to arbitration unless the parties mutually agree otherwise.

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

3.27.3 The Owner and the Consultant wish to minimize disputes and disagreements regarding compensation due to the Consultant under this Agreement. Therefore, without affecting the method of resolving any other claims, disputes or other matters in questions between the parties, the Owner and the Consultant agree that as a condition precedent to any judicial action all disputes relating to the timing or amount of payments to the Consultant on account of Basic Services, Additional Services, or Reimbursable Expenses shall be handled as follows:

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

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

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

ARTICLE 4 - BASIC SERVICES

4.0 The Consultant shall provide all services that comply with all legislative mandates cited in Article 8 Special Provisions.

4.1 **ASSIGNMENT OF WORK**:
The Consultant shall be issued Service Orders as the need for Services arises. The Service Order shall cover in detail the scope, time for completion, and the compensation for the work to be accomplished. No Services under this Agreement shall be performed by the Consultant prior to the receipt of an appropriate Service Order. The Consultant is not entitled to any amount of work or fees under this Agreement.

4.1.1 Upon request by the Owner and prior to the issuance of a Service Order, the Consultant shall submit a proposal based on the represented scope of work requested by the Owner. The Owner shall confer with the Consultant before any Service Order is issued to discuss and agree upon the scope, time for completion, and maximum fee for Services to be rendered pursuant to the Service Order. No payment shall be made for the Consultant's time or services in connection with the preparation of any such proposal. Upon agreement by the Owner and the Consultant on the scope of services, time of completion, and maximum fee, the Owner shall issue a Service Order to perform the work.

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

a. The number of personnel for each job classification to be used for the requested scope of services. Job classifications and descriptions shall be limited to those listed in Article 7. Other job classifications may be proposed where highly specialized disciplines are required. For any other job classifications proposed for a particular assignment, the Consultant shall submit a classification description and a justification for needing the additional classification(s). Such other classifications shall only be authorized by Service Order. The use of or rejection of such other job classifications shall be at the sole discretion of the Owner.

b. The current and/or proposed wage rate for each individual personnel proposed. Wage rates may not exceed the maximum specified for the particular classification as provided in Article 7.

c. The estimated number of hours for each individual personnel proposed.

d. A sub-total of the total wages to be paid each proposed individual (current proposed wage rate multiplied by the estimated number of hours) and a total to be paid to the Consultant for each individual (sub-total multiplied by the Direct Labor Multiplier). These individual totals shall be summed to show the total personnel costs being proposed by the Consultant for the indicated scope of work.

4.2 BASIC SERVICES SCHEDULE AND SUMMARY:

4.2.1 The Consultant agrees to furnish or cause to be furnished to the extent authorized by Service Order all architectural, engineering, and specialty consultant services, designated as Basic Services, in the Phases delineated and described herein unless modified by the Service Order, for the design, construction administration services, and satisfactory completion of the Project described in each Service Order. The Consultant shall be responsible for correction

of any errors, omissions and/or ambiguities, as determined by the Owner's Project Manager, resulting from the Services.

4.2.2 Within 7 days from receipt of an executed Service Order, the Consultant shall prepare and submit to the Owner, for its review and approval, a Project Development Schedule showing the proposed completion of each Phase of the Project. The schedule shall be provided in Excel, Microsoft Project, or Primavera formats and shall include, among other things, proposed durations, from authorization to proceed, for each of the following phases:

Phase 1A Program Verification and Master Planning,
Phase 1B Schematic Design Documents
Phase 2 Design Development
Phase 3A 50% Complete Contract Documents
Phase 3B 90% Complete Contract Documents
Phase 3C 100% Complete Contract Documents
Phase 3D Bid Documents
Phase 4 Bidding and Award
Phase 5 Construction Administration Services

4.2.3 The Consultant shall update the Project Development Schedule as required and propose and/or update a schedule of meetings for the upcoming phase indicating participation needed by the Consultant, Owner, Users, and/or any other persons or parties, subject to the written approval of the Owner. The Consultant is firmly obligated to complete the Services in accordance with the approved Project Development Schedule, and shall furnish sufficient personnel, equipment, and facilities and shall work such hours as necessary to assure such completion at no additional cost to the Owner.

4.2.4 The Consultant shall furnish or cause to be furnished all professional design services normally required for a project of this type along with all other Services prescribed in Article 8 -Special Provisions of this Agreement. Services shall include, but not be limited to:

a. The retained consultant(s)/teams of firms shall provide comprehensive architectural and engineering services for the infrastructure and operational needs of ISD's owned and managed courthouse facilities, including engineering design and design criteria services for the repair, rehabilitation of such facilities' infrastructure. The services include site development; improvements to all related infrastructure, building and structure work ancillary to the basic work scope.

The scope of services includes, but is not limited to, architectural and engineering consulting services for perimeter hardening, security improvements, update of building infrastructure for compliance with Florida Building Code, ADA guidelines, and 40/50 year recertification inspections; for reference, Exhibit A provides the County's guidelines for General Considerations of Structural Inspection, and Electrical Inspection. The team of firm(s) must provide design and post-design services, renovations, modifications, restorations, improvements to certify existing or new operational maintenance support facilities, construction administration, detailed cost estimates, structural threshold inspections, and building evaluations. The Consultant shall provide all of the necessary and required services for completion of each project assigned including analysis of sustainable systems; fire protection; structural engineering; electrical; construction documents; building permitting; inspections; project management; and any supportive ancillary tasks to the primary scope of services to successfully complete all phases of the project. In addition, the Consultant shall

provide non-engineering services inclusive of detailed construction cost estimating.

All work shall be conducted to meet or exceed professional standards and the requirements of all authorities having jurisdiction; comply with ISD Security requirements; as needed, and conform to Miami-Dade County's Sustainable Buildings Program, Implementing Order No. I.O. 8-8.

The County may request Consultant(s) services on an as-needed basis through the issuance of Work Orders for the required work to be performed and the estimated fees to be paid for the services authorized pursuant to the Scope of Services. No minimum amount of work or compensation will be assured to the retained consultants. The County reserves the right to re-use the work products of the retained consultant and to retain other consultants to provide the same or similar services at its sole discretion.

The County reserves the right to assign work at one or multiple ISD managed sites based on the following rotation schedule:

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

b. Estimates of Probable Construction Cost for recommendations at the end each design and construction document phase;

c. The coordination and integration of all Art-in-Public Places project(s) and the coordination of such design with the appropriate artist(s) and agencies;

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

e. The design of interim/temporary facilities to accommodate operations, pedestrian and/or vehicular traffic, tenants or concessionaires, as needed during construction.

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

4.2.6 The Project shall be designed so as to be able to achieve the LEED category stipulated in Article 8.

a. The LEED AP shall develop and implement a LEED Certification Plan to monitor and document progress during design and construction. Implementation shall include, but not be limited to, the following through-out all Phases: coordinate and verify selected materials, actions, and systems are Project-appropriate and meet LEED credit criteria; collect, organize, and prepare documents required for LEED certification, and performance verification; and register the Project with GBCI, providing follow-through in attaining the required level of LEED certification.

4.2.7 Throughout all Phases of the Basic Services, the Consultant shall coordinate its Services with other Owner-provided consultants, if applicable.

4.2.8 For Phases 1A through 3D of the Basic Services, the Consultant shall submit to the Owner the deliverables listed under this agreement and/or as specified within the Service Order in the format approved by the Owner. In addition, the Consultant shall submit with each set of deliverables a complete listing of the items required to be delivered for that Phase, by discipline, and indicate which of those items are actually being submitted. For any items not being submitted, the Consultant shall submit either a written statement as to why such items are not being submitted as required or an approved waiver for the omission. The Owner reserves the right to reject all or part of any submittals that are not complete in their content as required herein. The Consultant shall be totally responsible for any additional costs resulting, from such rejections and shall not be compensated in any manner by the Owner therefore.

4.2.9 For Phases 1A through 3D of the Basic Services, the Consultant shall submit estimates of Probable Construction Cost, as described in Article 1 Definitions. The estimates are to be prepared by an independent Professional Construction Estimator in CSI Master Format and shall include a summary of the estimated cost of the major components of the project including, but not limited to, fixed equipment, moveable equipment, utility service extensions, etc. Compensation to the Professional Construction Estimator shall be the sole responsibility of the Consultant and shall be considered part of the Consultant's compensation for Basic Services. As part of its Probable Construction Cost, the Consultant shall assist the Owner in identifying Project Elements that are eligible for Federal/State grant-in-aid participation. The Consultant shall develop schedules reflecting same and assist in reviewing applications prepared by Owner and the Project Manager. If meetings with grant agencies are required, attendance at such meetings will be compensated by the Owner as Additional Services.

4.2.10 To the extent authorized by Service Order, submittals for Phases 2 through 3C shall include a "Project LEED points estimate" and narrative, as appropriate, describing the materials, actions, and systems being incorporated in the Project to attain the stated LEED certification category.

4.2.11 Throughout all phases of the Basic Services, all drawings shall be produced by computer and the electronic submittal required under this contract shall consist of the digital plot files and digital working files in the latest version of AUTOCAD format, or other version acceptable to Owner, with files maintained on compact disks or other portable media. The Consultant must submit all original working drawings in an electronic vector format with an AUTOCAD drawing extension ".dwg." Within the drawing, all external reference files must be bound into one file that represents each of the drawings (hardcopy/prints) in the construction document set. With each submittal, all supporting electronic files, such as images, fonts and line-types, shall be included with the drawings.

4.2.12 Owner retains all rights to further use of all electronic drawings as well as blocks, line-types, layering convention and any other information contained in the electronic drawings that are needed to reproduce the drawings in the construction document set. If another software package is used to produce the drawings, the Consultant is responsible for the conversion to

an AUTOCAD format as stated above and must fix any anomalies in the electronic drawing before submitting the electronic drawings.

4.2.13 The Consultant shall submit hard and electronic format (as specified herein or otherwise approved by Owner) copies of all documents required under each Phase for review, comments and approval by the Owner and the Owner's consultants, if applicable. The number of copies and the distribution of those copies shall be specified in the Service Order for each Phase.

4.2.14 The electronic submittal required under this Agreement shall be in a format acceptable to the Owner and shall generally consist of the digital plot files and digital working files as indicated above and shall be organized and submitted on compact storage discs (CD) compatible with Owner's "Windows" operating system. This information can be obtained from ISD.

4.2.15 Throughout the length of the Project, the Consultant shall provide input and assistance to the Project Manager for the preparation of capital project fact sheets and, through the Project Manager, shall schedule reviews of all plans and programs with the user representatives of the Owner, key stakeholders, and community members.

4.2.16 Recognizing that the operation and/or construction of other projects within the site may affect scheduling of the construction for each Project Element or components thereof, the Consultant shall diligently coordinate the performance of its Services with the Owner and its designees in order to provide for the coordinated phasing, safe, expeditious, economical and efficient completion of the Project, without negatively impacting concurrent work and/or the operation of the facility/site.

4.2.17 County Administrative Order 3-26 (AO) establishes the threshold and guidelines for performing Value Analysis/Engineering (VA/E) studies on Miami-Dade County construction contracts. The AO states that a formal VA/E study is mandated for those projects whose construction cost is estimated to be Five Million Dollars ($5,000,000) or more. At the end of Basic Services Phase 2, and included as part of the Basic Services, the Consultant shall facilitate VA/E reviews to be conducted by an independent Consultant. The A.O. further states that the Consultant shall assist as needed in the VA/E process.

4.2.18 The Consultant shall meet once per month or as required by the Department, with the Project Manager to review the Consultant-prepared project schedule, which will establish the basis of payment and the actions necessary to correct schedule deficiencies. The Consultant may request modifications to the project schedule by submitting a written request to modify with supporting justification. It shall be at the Owner's sole discretion whether to grant such a modification.

4.2.19 The Consultant must have a design quality management program related to the preparation of the construction contract documents and, construction administration services. This quality management program shall be submitted to the Owner for review and approval and must be implemented throughout the entire design and construction process.

4.2.20 The Consultant's Probable Construction Cost (including construction contingency allowance), broken down by specification sections, shall include any adjustments necessary for phasing, projected award dates, changes in requirements, general market conditions, etc. Service Orders to proceed with Phases 3A, 3B and 3C may not be issued if the Probable

Construction Cost, as submitted by the Consultant at Phases 2, 3A and 3B, respectively, exceeds the total Owner allocated funds for the construction of the Project. No further progress payment shall be made should the Probable Construction Cost in any phase exceed the Budget, until an alternate design is provided at no additional compensation, to bring the cost within the Project Budget limitations. If the Probable Construction Cost exceeds the total Owner allocated funds for construction, the Consultant shall review the design, materials, equipment, component systems, and types of construction and shall recommend changes in such items and/or reasonable adjustment in the scope of the Project that will result in maintaining estimated construction costs of the project within the allocated funds. All such changes shall be made at no additional cost to the Owner, and shall be subject to the written approval of the Owner.

4.2.21 For Phases 3A through 3D, the Consultant shall provide a CSI formatted cost loaded construction schedule that conforms to both the latest Probable Construction Cost and the Work Sequencing and Staging Plan. The cost loaded schedule shall be updated at each Phase. The level of detail of the cost loaded schedule at each Phase shall be commensurate with the level of detail of the latest Probable Construction Cost.

4.2.22 The Consultant shall develop commissioning / re-commissioning specifications similar to Appendix 4.

4.3 PHASE 1A–PROGRAM VERIFICATION AND MASTER PLANNING:

4.3.1 Based upon guidelines furnished to the Consultant by the Owner, a Service Order may be issued to the Consultant to verify the accuracy and adequacy of all available information for the Project and to develop a master plan to determine the ideal location of the project. Such verification shall include, but not be limited to, the following areas:

a. Examine the existing program, including but not limited to the information contained in the Service Order and confirm user requirements via meetings with the user Department, staff, selected patrons and key stakeholders, etc.;
b. Determine completeness of the program;
c. Thoroughly examine and document all existing conditions;
d. Verify the physical/spatial characteristics of the Project; and
e. Determine requirements for additional studies.

4.3.2 Record Drawings: The Consultant shall examine and verify all as-built conditions as to their completeness and accuracy as depicted on the Record Drawings furnished by the Owner. Where no Record Drawings exist or are incomplete, the Consultant shall prepare drawings of the existing conditions as part of the Basic Services.

4.3.3 Project Budget and Phasing: The Consultant shall examine in detail, the currently allocated funds furnished by the Owner. Where the allocated funds are insufficient to address all the programmatic needs of the facility, the Consultant shall recommend, for Owner review and approval, a phased prioritized plan for achieving the complete Project that takes into account currently allocated funds to meet recommended, prioritized Project Elements of the facility and other funds required to complete all of the remaining Project Elements. Any Project Elements that are estimated to be beyond the Owner's allocated funds shall be refined through the Design Development Phase as part of the Basic Services and the Consultant shall provide corresponding detailed cost estimates to establish an accurate benchmark for the funding needed to complete the Project.

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

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

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

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

4.3.8 Deficiencies of Information: The Consultant shall inform the Owner in writing of any deficiencies, other than discrepancies from actual, existing conditions found during verification, in the as-built conditions, utility information, survey information and/or soils investigation which are deemed necessary to provide a satisfactory basis on which to perform the Basic Services. At its option, the Owner may direct a geotechnical engineering company, an independent engineering testing laboratory, a survey company, or other firm(s) under contract with the Owner to provide the necessary services for the Consultant. The Consultant shall be responsible for verification of the validity, interpretation, coordination, application and use of all supplemental information, signed and sealed, provided by any such independent entity.

4.3.9 As a part of this Phase, the Consultant shall prepare and submit the Phase 1A deliverables including, but not limited to, the following listed items.

4.3.9.1 Site Plan: A site plan of the facility showing all existing buildings, the proposed Project Elements to be improved, demolished, and/or added, any interfacing necessary with adjacent projects/properties, and all site features. Site plans shall at a minimum, include circulation patterns, a zoning analysis and identification of any special site or environmental requirements affecting the site.

4.3.9.2 Concept Studies: The concept design studies shall consist of any plans, elevations, sections, perspectives, models, etc., as required to show the scale and relationship of the design concept to surrounding facilities and other Project Elements plus a narrative report setting forth in appropriate detail the criteria to be used in preparing the Probable

Construction Cost for the facility. These concept design studies are preliminary in nature and scope, and may include several options. They shall be further defined and amplifying details shall be developed by the Consultant during subsequent phases of the Basic Services.

4.3.9.3 The Consultant shall consider environmentally responsible design alternatives, such as material choices and building systems, together with other considerations based on program and aesthetics, in developing a design that is consistent with the County's Sustainable Building Program, schedule and budget.

4.3.9.4 Probable Construction Cost**:** The Consultant shall submit an order of magnitude Probable Construction Cost for each of the conceptual design studies presented.

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

4.4 PHASE 1B – SCHEMATIC DESIGN DOCUMENTS:

4.4.1 Upon the written confirmation of the Consultant that all elements of the Project have been identified, the Owner may issue a Service Order to prepare the Schematic Design Documents.

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

4.4.3 Site Plan: A site plan(s) of the Project, at a scale to be specified by the Owner showing the Project Elements, existing facilities, and proposed projects pertinent to or interfacing with other projects and with the remainder of the Basic Services under this Agreement. Site plans shall, at a minimum, include circulation patterns, a zoning analysis and identification of any special site or environmental requirements affecting the site.

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

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

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

4.4.7 Barricades, Signing, Marking and Lighting: The Consultant shall prepare, as necessary, a preliminary maintenance of traffic plan, construction operations safety plan and a security plan which show how the Work can be accomplished within operational constraints. It shall delineate the nature, extent and location of site access, required temporary barricading, signing, marking and lighting for the Project. The safety plan shall also be coordinated with appropriate Owner staff.

4.4.8 Work Sequence and Staging Plan**:** The Consultant shall develop a Work Staging Plan. The Consultant shall develop a Work Sequencing Schedule showing the sequence of the construction and the relative time frame within the overall construction period. Alternative plan(s) and associated cost(s) shall also be developed and submitted, along with an analysis by the Consultant of pertinent factors and relative merits of each plan, even if such alternative plan(s) would adversely impact operations. The decision as to which plan to use will be made by the Owner, and the Consultant will be informed of such decision in writing.

4.4.9 Outline Specification**:** The Consultant shall prepare an outline specification which will describe the Project requirements, including, but not limited to: earthwork, utility and signalization adjustments and relocations, drainage, irrigation and landscaping, foundations, mechanical, electrical, utilities, lighting, signage, markings, internal and external finishes and treatments, public art, security systems, fire protection systems, plumbing, and other incidental and special equipment being proposed for the Project, all of which shall be considered in the cost estimate.

4.4.10 Probable Construction Cost**:** The Consultant shall submit a Probable Construction Cost for each facility. Each Probable Construction Cost shall include the estimated costs of constructed facilities and improvements in such detail as required by the Owner including each class of equipment, operational systems, and any other direct costs that may be included in the Project by the Owner pursuant to this Agreement. In the event that the Probable Construction Cost of each facility exceeds the Owner-established budget, the Consultant shall, at no additional cost, prepare a prioritized list of work packages for the funded and unfunded scope, with itemized associated costs, for each facility such that the Owner may be able to make informed decisions regarding any additional funding needed.

4.4.11 Project LEED point estimate: To the extent authorized by Service Order, the Consultant shall submit the Project LEED point estimate corresponding to the Phase 1B submittal documents. The Project LEED point estimate shall be updated for each successive Phase and kept current. No further progress payment shall be made should the Project LEED point estimate in any Phase fail to meet or exceed the top three (3) points in the specified LEED certification category.

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

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

4.4.14 The Consultant shall not proceed with the following Phase 2 - Design Development until appropriate written approvals and comments on the deliverables for Phase 1B and a Service Order for the Phase 2 Basic Services are received from the Owner. All comments shall be addressed, in writing, and reflected in the Phase 2 documents. The Consultant understands that such approvals, comments and Service Order may be received individually and at different times.

4.5 PHASE 2 – DESIGN DEVELOPMENT:

4.5.1 Upon receipt from the Owner of a Service Order for Phase 2 Basic Services, the Consultant shall prepare Design Development documents from the approved Schematic Design documents developed in the performance of the Phase 1B Basic Services. The Design Development documents shall consist of Drawings (site plans, floor plans, elevations, sections, renderings, etc.), Outline Specifications, Work Sequencing Schedules and other documents as may be necessary to describe the size and character, scale and relationship of the entire project(s) with respect to architectural design, civil, structural, mechanical and electrical systems, and acoustical, sound and communications systems, and any other items incidental thereto, as may be appropriate and applicable. The systems and components and associated controls shall integrate with and be of like character to those typically found in similar projects unless otherwise specifically approved by the Owner in writing. All plans and programs developed during Phase 1B for interim locations or routings, or for the staging and sequencing of Work, shall be refined and updated as applicable. Should the need for additional plans and/or programs become apparent during the course of the performance of the Phase 2 Basic Services, such additional plans and programs shall be prepared and included in the Design Development documents.

4.5.2 Consultant's staff from each of the major technical disciplines shall attend an oral presentation of Phase 2 documents to explain the design concept of their systems. The Consultant shall provide interim presentations as required by the Owner.

4.5.3 The Consultant shall provide the Owner preliminary color boards showing suggested color selections for all finish materials, material samples, and study models and/or 3D renderings to illustrate design concepts and recommendations.

4.5.4 The Consultant shall prepare perspective renderings, models, and/or other exhibits required to convey the intent of the design during the Phase 2 written and oral presentation to the Owner for Owner's and Users' reviews. The Consultant shall resolve all comments, prior to proceeding to the next phase, including a follow-up presentation(s) if required.

4.5.5 The Owner may determine that it is in the County's best interest to bid the Project in multiple packages. The Owner and the Consultant shall jointly determine the number of packages best suitable for the completion of the Project Elements based on financial and operational constraints, and any other reasons as determined by the Owner. The number of packages that the work will be broken into shall be determined during Phase 2 – Design Development and shall be outlined in the Service Order for Phase 3 – Construction Documents.

4.5.6 Pursuant to A.O. 3-26, and as applicable, the Consultant shall participate in Value Analysis (VA), including Life Cycle Cost Analysis, by an independent architecture/engineering consultant. If applicable, the Consultant will provide documents, make an opening presentation relative to the contents of those documents, respond to questions posed by the VA consultant, and be given the opportunity to respond to the VA's recommendations. Recommendations agreed to and required by the Owner will be incorporated by the Consultant into the Phase 2 Services.

4.5.7 The Consultant shall submit all documents required under Phase 2 Design Development for review and comments by the Owner. The Design Development documents submitted shall also include updates to the Phase 1B Project Probable Construction Cost. These updates shall be based upon the approved size and character of the components of the Project Elements and the incorporation of the Owner approved recommendations of the Value Analysis. All Project elements, including those that may exceed the Owner's established budget, shall be included in the detailed Project Probable Construction Cost, providing the Owner with logical work packages of work (both funded and unfunded). The funded work packages shall be the basis of the following phase, Phase 3A – 50% Construction Documents. If the Phase 2 Probable Construction Cost indicates that the Project cost shall be more than the approved Phase 1B Probable Construction, no further progress payment will be made until an alternate design is provided, at no additional compensation, to bring the cost within the Project Budget limitations. The Owner may direct the Consultant to modify, without additional compensation, the Design Development documents to bring the Phase 2 Probable Construction Cost within or below the approved Phase 1B Probable Construction Cost. The Consultant shall not proceed with the following Phase 3A- 50% Contract Documents until appropriate written approvals and comments on the deliverables for Phase 2 and a Service Order for the Phase 3A Basic Services are received from the Owner. The Consultant shall return to the Owner review (check) sets of documents from the Schematic Design Phase submission, prior to the next scheduled construction document phase delivery. Consultant shall provide an appropriate written response to all review comments noted by the Owner. The Consultant understands that such approvals, comments and Service Order may be received individually and at different times.

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

4.5.9 The Consultant shall also, to the extent applicable based on refinements and amplifications effected during the Design Development phase, review pertinent documents with the agencies having permitting or other approval authority with respect to the Project, including those agencies previously consulted in Phases 1A and 1B above, to obtain the reviews of such agencies. The Consultant shall report in writing the findings of such reviews with said agencies and provide recommendations for approval by the Owner relative to such findings for implementation by the Consultant in Phase 3 Basic Services.

4.6 PHASE 3A – 50% COMPLETE CONSTRUCTION CONTRACT DOCUMENTS:

4.6.1 Upon receipt of a Service Order for Phase 3A Basic Services, the Consultant shall prepare the 50% Contract Documents from the approved Design Development documents developed in the performance of the Phase 2 Basic Services.

4.6.2 Using the documents prepared under this Article, the Consultant shall submit for review the necessary portions of the Contract Documents to the authorities, including but not limited to, County, State and/or Federal, having jurisdiction over the Project by law or contract with the County. The Consultant shall be responsible in obtaining, as appropriate, such applicable certifications of "permit approval" prior to approval by the Owner of the 100% complete Review Set and printing of the Contract Bidding Documents.

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

4.6.4 The Consultant shall develop a coordinated plan of execution for this Phase, which will include an outline, or index of the contents of the Contract Documents along with a schedule(s) for completion and sufficient information to permit the Owner to prepare an updated Capital Project Fact Sheet.

4.6.5 The Consultant is responsible for full compliance of the design and Construction Documents with all applicable codes and the Consultant shall provide the Owner with Construction Documents that meet all requirements of all applicable agencies or other government agencies having jurisdiction over the project(s). Consultant shall redesign, as necessary and at no additional cost to the Owner, to accommodate all requirements of permitting agencies

so as to enable Owner's Contractor to obtain building and other applicable permits without delay.

4.6.6 The Consultant shall submit all documents required under Phase 3A - 50% Contract Documents for review and comments by the Owner. The 50% Contract Documents submittal shall apply to all applicable disciplines including, but not limited to: architectural, structural, mechanical/HVAC/plumbing/fire protection, electrical, telecommunications, security, civil, environmental engineering, landscaping, irrigation, and specialty systems, and shall include the following:

A. One hard copy and electronic files of all 50% construction drawings, along with a list of all anticipated drawings necessary to fully describe the construction with an estimate of the current percent completion for each of the drawings.
B. One hard copy and electronic files of the Project Manual in CSI Master Format. The Project Manual shall include all sections of Division 0 and Division 1 along with all other applicable specification sections pertaining to the design of the project(s).
C. Color and finish boards showing all complete selections for all finish materials.
D. The life cycle cost analysis reports for all major systems and Value Analysis/Engineering (VA/E) Study as required by County Ordinance. The Owner shall approve or reject any and all recommendations of these tasks.
E. The updated Development Schedule showing progress and the proposed completion date of each Phase of the project through design, bidding, construction, and proposed project completion date, subject to the written approval of the Owner.
F. An updated schedule of meetings for the upcoming Phase indicating participation needed by the Consultant, the Owner, Users, and/or any other persons or parties.
G. An updated Probable Construction Cost (including construction contingency allowance) broken down in CSI Master Format. The Probable Construction Cost shall include any adjustments necessary for projected award date, changes in requirements, general market conditions, etc. If the Phase 3A Probable Construction Cost is higher than the Phase 2 Probable Construction Cost, no further progress payment will be made until the Consultant provides an alternate design. The Consultant shall review, among other, materials, equipment, component systems, and types of construction and shall recommend changes in such items and/or reasonable adjustments in the scope of the Project that will result in a Probable Construction Cost within the allocated funds. The Owner may direct the Consultant to modify, without additional compensation, the 50% Contract Documents to bring the Phase 3A Probable Construction Cost within or below the approved Phase 2 Probable Construction Cost.
H. For LEED certified projects, the Consultant shall prepare and include drawings and specifications of each discipline identifying the specific elements that will qualify for LEED points, as well as the LEED point estimate. Specific areas, items, and elements that contribute to the Owner-required LEED category shall be listed, keyed, or otherwise highlighted for review purposes.

4.6.7 The Consultant shall not proceed with the following Phase 3B - 90% Contract Documents until appropriate written approvals and comments on deliverables for Phase 3A and a Service Order for Phase 3B Basic Services are received from the Owner. The Consultant shall return to the Owner review (check) sets of documents and shall provide an appropriate response to all review comments provided by the Owner. The Consultant understands that such approvals, comments and Service Order may be received individually and at different times.

4.7 PHASE 3B – 90% COMPLETE CONSTRUCTION CONTRACT DOCUMENTS:

4.7.1 Upon receipt of a Service Order for Basic Services Phase 3B, the Consultant shall prepare the 90% Contract Documents from the approved 50% Contract Documents developed in the performance of the Phase 3A Basic Services.

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

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

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

4.7.5 The Consultant shall submit all documents required under Phase 3B - 90% Contract Documents for review and comments by the Owner. The Consultant is responsible for the coordination of his/her work and that of all sub-consultants involved in the Project(s). The 90% Contract Documents submittal shall apply to all applicable disciplines including, but not limited to, architectural, structural, mechanical/HVAC/plumbing/fire protection, electrical, telecommunications, security, civil, environmental engineering, landscaping, irrigation, and specialty systems and shall include the following:

A. One hard copy and electronic files of all 90% construction drawings, along with a list of all anticipated drawings necessary to fully describe the construction with an estimate of the current percent completion for each of the drawings.
B. One hard copy and electronic files of the Project Manual in CSI Master Format. The Project Manual shall include all sections of 'Division 0 and Division 1 along with all other applicable specification sections pertaining to the design of the project(s).
C. Color and finish boards showing all complete and final selections for all finish materials.
D. Several simple studies of proposed perspective drawings of the Project(s) indicating suggestions for view angles and general composition of a rendering. Upon Owner's selection of a perspective format, the Consultant shall execute final renderings for submission with the 100% Construction Documents submittal.
E. The updated Development Schedule showing progress and the proposed completion date of each Phase of the project through design, bidding, construction, and proposed project completion date, subject to the written approval of the Owner.
F. An updated schedule of meetings for the upcoming Phase indicating participation needed by the Consultant, the Owner, Users, and/or any other persons or parties.

G. An updated Probable Construction Cost (including construction contingency allowance) broken down in CSI Master Format. The Probable Construction Cost shall include any adjustments necessary for projected award date, changes in requirements, general market conditions, etc. If the Phase 3B Probable Construction Cost is higher than the Phase 3A Probable Construction Cost, no further progress payment will be made until the Consultant provides an alternate design. The Consultant shall review, among other, materials, equipment, component systems, and types of construction and shall recommend changes in such items and/or reasonable adjustments in the scope of the Project that will result in a Probable Construction Cost within the allocated funds. The Owner may direct the Consultant to modify, without additional compensation, the 90% Contract Documents to bring the Phase 3B Probable Construction Cost within or below the approved Phase 3A Probable Construction Cost.

H. For LEED certified projects, the Consultant shall prepare and include drawings of each discipline identifying the specific elements that will qualify for LEED points. Specific areas, items, and elements that contribute to the Owner-required LEED level shall be listed, keyed, or otherwise highlighted for review purposes.

4.7.6 Pursuant to A.O. 3-26, and as applicable, the Consultant shall provide an abbreviated (two to three days) follow up VA/Life Cycle study/critique/constructability review after submission of 90% Construction Documents. Participation shall be as necessary to assure that the Owner approved recommendations from the Phase 2 VA/E have been incorporated and that any additional recommendations from this Phase 3B VA/E are fully understood and will be incorporated into the Contract Documents.

4.7.7 After review by the Owner, the Consultant shall resolve all questions and have all revisions made to its documents as required by the Owner. The Consultant shall prepare a 90% complete Review Set. The 90% Review Set shall be returned to the Owner with a Probable Construction Cost and schedule breakdown by construction trade that will permit the Miami-Dade County Internal Services Department/SBD unit to readily develop contract measures in the bidding documents. The Consultant shall not proceed with the following Phase 3C - 100% Contract Documents until appropriate written approvals and comments on the deliverables for Phase 3B and a Service Order for Phase 3C Basic Services are received from the Owner. The Consultant shall return to the Owner the review (check) sets of documents and shall provide an appropriate response to all review comments provided by the Owner. The Consultant understands that such approvals, comments and Service Order may be received individually and at different times.

4.8 PHASE 3C – 100% COMPLETE CONSTRUCTION CONTRACT DOCUMENTS:

4.8.1 Upon receipt of a Service Order for Phase 3C, the Consultant shall proceed with Basic Services Phase 3C - 100% Contract Documents. The Consultant shall prepare the 100% Contract Documents from the approved 90% Contract Documents developed in the performance of the Phase 3B Basic Services.

4.8.2 The 100% Contract Documents submittal shall be submitted for final review, comments, and approval by the Owner, and shall include the following:

A. One hard copy and electronic files of all 100% construction drawings.

B. One hard copy and electronic files of the complete Project Manual in CSI Master Format.

C. Three hard copies and electronic files of all reports, programs, and similar documents necessary for the issuance of documents for bidding and construction contract award.

D. The updated Development Schedule showing progress and the proposed completion date of each Phase of the project through design, bidding, construction, and proposed project completion date, subject to the written approval of the Owner.
E. An updated schedule of meetings for the upcoming Phase indicating participation needed by the Consultant, the Owner, Users, and/or any other persons or parties.
F. An updated Probable Construction Cost (including construction contingency allowance and any other allowances) broken down in CSI Master Format. The Probable Construction Cost shall include any adjustments necessary for projected award date, changes in requirements, general market conditions, etc. If the Phase 3C Probable Construction Cost is higher than the Phase 3B Probable Construction Cost, no further progress payment will be made until the Consultant provides an alternate design. The Consultant shall review, among other, materials, equipment, component systems, and types of construction and shall recommend changes in such items and/or reasonable adjustments in the scope of the Project that will result in a Probable Construction Cost within the allocated funds. The Owner may direct the Consultant to modify, without additional compensation, the 100% Contract Documents to bring the Phase 3C Probable Construction Cost within or below the approved Phase 3B Probable Construction Cost.
G. For LEED certified projects, the Consultant shall prepare and include drawings of each discipline identifying the specific elements for LEED points that are required by the technical specifications to meet the necessary criteria. The Project LEED points estimate shall be updated to reflect the Project's Phase 3B refinements to meet or exceed the top three (3) points in the specified LEED certification category.
H. High resolution electronic files of final 20"x30" color renderings.

4.8.3 The Consultant shall not proceed with the following Phase 3D Bid Documents until appropriate written approvals and comments on the deliverables for Phase 3C and a Service Order for Phase 3D Basic Services are received from the Owner. The Consultant understands that such approvals, comments and Service Order may be received individually and at different times.

4.9 PHASE 3D – BID DOCUMENTS:

4.9.1 After review by the Owner of the 100% Contract Documents, the Consultant shall respond to all comments in writing within seven (7) calendar days after receipt of the comments from the Owner.

4.9.2 The Consultant shall file and follow-up on required documents for approval by governmental authorities having jurisdiction over the Project(s) and in obtaining certifications of permit approval by reviewing authorities prior to printing of the Bid Documents.

4.9.3 The Consultant shall make all required changes and resolve all questions presented by the Owner and/or permitting authorities at no additional cost to the Owner. The Consultant shall return to the Owner the review (check) sets of documents and shall provide an appropriate response to all review comments provided by the Owner.

4.9.4 Upon final approval by the Owner, the Consultant shall finalize the Contract Documents to a condition suitable for final printing and distribution to prospective bidders, and provide a hard copy and electronic files of all Construction Contract Documents, to be reimbursed in accordance with Article 6 – Reimbursable Expenses.

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

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

4.10 PHASE 4 – BIDDING AND AWARD OF CONTRACT:

4.10.1 Upon obtaining all necessary approvals of the Construction Documents from authorities having jurisdiction and acceptance by the Owner of the Bid Documents and latest Probable Construction Cost, the Consultant shall assist the Owner in making the contract documents available to prospective bidders, responding in writing to Bidders' inquiries, preparing and issuing addenda, evaluation of the Bids and Bidders, and the awarding of a Contract(s) for all or a portion of the Work that was bid pursuant to the Contract Documents. The Consultant shall also participate in pre-bid conference(s) and attend the Bid opening.

4.10.2 The Consultant shall distribute or make available for reproduction the Contract Documents to prospective Bidders and to other agencies as required by the Owner, in accordance with current User Department's bidding procedures, as such procedures may be amended from time to time. Reproduction and Delivery cost to Bidders shall be paid by the Bidders. Consultant shall maintain a log of all Bidders and collect any bid deposit as required by the Owner.

4.10.3 The Consultant shall record all questions, prepare and issue an appropriate written response to such questions (Addenda), if any are required during the bidding period. The Consultant shall maintain a log of all Addenda issued. No addenda shall be issued without the Owner's concurrence.

4.10.4 The Consultant shall assist the Owner in scheduling and notification of all Bidders of any 'Pre-Bid Meetings,' as may be required by the Owner. The Consultant shall attend all pre-bid meetings and shall require attendance of major sub-consultants at such meetings. The Consultant shall prepare and issue minutes of the meetings and Addenda documenting and/or responding to issues raised at the pre-bid meetings.

4.10.5 The Consultant shall be present at the bid opening, with the Owner's staff. The Consultant shall bring the Bid Tabulation forms listing all Contractors who picked up the Bid Documents. The Consultant shall also at this time turn over to the Owner all funds received for the non-refundable deposits on the Bid Documents.

4.10.6 The Consultant shall prepare a set(s) of Contract Documents conformed with Addenda (if any) included therein for use by the Owner; prepare a tabulation of bids received; analyze the bids; and make an initial recommendation of award. The award of the Contract will be at the sole discretion of the Owner. Such action by the Owner shall not relieve the Consultant from any responsibility under this Agreement.

4.10.7 The Consultant shall participate in all negotiations with the Contractor(s) related to this Agreement. Such Consultant participation shall be at no additional cost to the Owner.

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

A. Approve an increase in the Project Budget and award a Contract;
B. Reject all bids and re-bid the project(s) within a reasonable time with changes as required in the Project;
C. Direct the Consultant to revise the scope and/or quality of construction, and rebid the Project. The Consultant shall, at no additional compensation, modify the Construction Documents for the Owner's approval to bring the Probable Construction Cost after such revisions, within the total allocated construction funds.
D. Suspend or abandon the Project or any components of the Work included in the Contract Documents.

4.10.9 Should the Consultant fail to perform these services in a timely manner and cause a delay in the progress of the Work, the Consultant shall be responsible for any resulting damages to the Owner.

4.11 PHASE 5 – CONSTRUCTION ADMINISTRATION SERVICES:

4.11.1 Upon receipt of a Service Order for Phase 5, Construction Administration Services, the Consultant shall provide the Basic Services as set forth herein. The Construction Administration Services will begin upon receipt of an authorizing Service Order and will end when all of the following have occurred and upon the last of the following have occurred and been completed: A. the final request for payment from the Contractor has been approved by the Owner; B. the Consultant has submitted its Report of Contract Completion and the Record Drawings (As-Built Drawings); and C. the Consultant has completed all other Services required, including the warranty-related services.

4.11.2 The Consultant shall provide the Owner a staffing plan including individual resumes that the Consultant, including Sub-Consultant(s), intends to use during the Construction Administration Services for review and approval by the Owner for acceptable staffing.

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

4.11.4 The Consultant shall revise plans, specifications and other Contract Documents as necessary, shall review Change Orders, Work Orders, Bulletins, and other appropriate documentation and shall assist the Project Manager(s) and Owner in negotiations with the Contractor(s) with respect to all changes in the Work.

4.11.5 The Consultant shall approve the overall progress schedule, schedule of shop drawings submissions, schedule of values, and other schedules required of the Contractor under the Contract Documents.

4.11.6 The Consultant shall visit the Work at least once per week or more frequently as necessary to fulfill the responsibilities of the Consultant hereunder and in order to respond to non-routine situations that call for the Consultant's expertise and /or approval in an expeditious manner. The Consultant shall evaluate the work for compliance with the Contract Documents, prepare and submit to the Owner, via the Project Manager, a detailed written and sequentially-numbered report of the observed conditions of the Work, the progress of the Work, and other Work observations, as found or made during each visit to the Work. Such report shall be submitted to the Owner at least biweekly and more frequently on an interim basis if necessary to prevent or mitigate any increase in Project costs or damages to the

Owner. The Consultant will not be held responsible for the means, method, techniques, sequences or procedures used, or for safety precautions and programs, in connection with the Work performed by the Contractor, but shall immediately report to the Owner any observations of conditions which in the Consultant's judgment would endanger persons or property or which might result in liabilities to the Owner.

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

A. An evaluation of the Work for conformance with the Contract Documents;
B. The Field Representative's certification of the Contractor's measurements for work satisfactorily completed;
C. The results of any subsequent test required by the Contract Documents;
D. The review of the as-built drawings to determine completeness and accuracy up to the date of the pay request;
E. Any specific qualifications stated in the request for payment; and
F. Inspection of materials stored on or off-site.
G. The Field Representative's confirmation of the cost of labor, materials, and equipment for cost-plus work including disputed work;
H. Compliance with all LEED required activities. The review of the Contractor's LEED Certification Plan for compliance regarding inventory and receipt of action documentation, including but not limited to, construction waste management, use of reduced impact materials, temporary storage of recyclables and discarded items, refrigerants, etc., necessary to attain maximum possible LEED certification points, up to the date of the pay request.

4.11.8 The Consultant shall assist the Project Manager in reviewing and evaluating all Contractor's claims relating to the cost, execution and progress of the Work and on all other matters or questions related thereto. Where the Contractor submits a request for Work Order, Change Order, or claim, the Consultant shall, within 14 days, review and submit to the Owner, his/her recommendation or proposed action along with an analysis, cost estimate, and/or study supporting such recommendation.

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

4.11.10 The Consultant shall have the authority to reject work which does not conform to the Contract Documents. Whenever, in the Consultant's reasonable opinion, it is necessary or advisable for the implementation of the intent of the Contract Documents, the Consultant shall have the responsibility to recommend special inspection or testing of the work in accordance with the provisions of the Contract Documents, whether or not such work be then fabricated, installed, or completed.

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

4.11.12 The Consultant shall review and evaluate, for review and approval of the Owner, substitutions proposed by the Contractor, for conformance with the project requirements, including cost and time impacts, if any, and shall incorporate accepted substitutions into the Contract Documents as part of Basic Services.

4.11.13 The Consultant shall, within calendar (14) days of submittal, review shop drawings, samples, Requests For Information, and any other submissions of the Contractor(s) for conformance with the design concept of the Project Element(s) and for compliance with the information given in the Contract Documents. At no additional cost, the Consultant shall provide expedited review of prioritized items within (7) calendar days. Priority items shall be designated as such by the Owner at the time of submittal of the shop drawing to Consultant.

4.11.14 The Consultant shall render decisions, issue interpretations of the Contract Documents, issue correction orders and render written decisions on all claims and disputes between the Owner and the Contractor relating to the execution or progress of the Work, interpretation of the Contract Documents, or compensation due to the Contractor, within the times specified in the Contract Documents or, absent such specification, on such timely basis so as not to delay the progress of Work as depicted in the approved construction schedule. The Consultant shall submit to the Owner, his/her recommendation or proposed action along with an analysis, cost estimate, time impact, and/or study supporting such recommendation.

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

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

Inspections for Substantial Completion: The Consultant shall, prior to Substantial Completion of the Work, inspect the Work with the Project Manager to determine initial Punch List items and to ensure that all mechanical/electrical/plumbing systems have been commissioned in accordance with the requirements of the Contract Documents. The Consultant shall re-inspect the work with the Project Manager as many times thereafter as are needed to establish a time of Substantial Completion. The Consultant shall develop the Punch List in consultation with the Project Manager and issue the Punch List. Any User contributions to the Punch List shall be only as approved by Owner. Punch Lists shall record:

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

Contractor's Closeout Submittals and Actions: The Consultant shall furnish to the Owner in an electronic data base (latest version of Microsoft Excel) an index, summary and copies of all warranty/close-out documents required to be furnished by the Contractor under the consolidated Contract Documents. The Contractor will be responsible for providing an index and summary list all of the equipment by serial number and indicate for each the warranties, the term, conditions, and the purported legal enforcement and recourse rights of the Owner as indicated by the language in the Warranty. This list shall be reviewed and approved by the Consultant and the Owner. The Consultant shall obtain from the Contractor all guarantees, operating and maintenance manuals, releases of claims and such other documents and certificates required by applicable codes, laws, and the Contract Documents, and deliver them to the Owner.

Determination of Substantial Completion: When the Punch List of defective items has been reduced to the point at which, in the judgment of the Consultant and the Owner, the Work can be immediately utilized for its intended purpose, and all Punch List items are judged to be capable of completion in not more than 30 days, the Consultant shall review, and upon approval by the Owner, set the date of Substantial Completion.

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

Determination That the Work is not Substantially Complete: If the required submittals and actions by the Contractor are deficient, or if in the judgment of the Consultant and/or the Owner that the Work will not be ready for final acceptance in 30 days, the Consultant shall notify the Project Manager and the Contractor in writing that Substantial Completion cannot be declared, and include a list of deficient Contractor's submittals, deficient Contractor's actions, defective or incomplete items in the Work, and any other supporting details.

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

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

4.11.17 Record Drawings: During the Construction Phase, the Consultant shall regularly review significant changes and modifications recorded by the Contractor on marked-up construction documents. The Consultant shall modify the original Construction Documents and specifications based upon data furnished by the Contractor and/or the Consultant's own observation of the work and in doing so provide Record Documents. The Consultant shall furnish to the Department one complete set of printed and electronic drawing files in AUTOCAD of the Record Drawings in the size and format required by the Owner. The complete set of Record Drawings shall include all pertinent shop drawings as well as the Plans included in the Contract Documents as adjusted to comply with the as-built Work. The

Consultant shall verify that all Record Drawings prepared by the Contractor are prepared in a manner that will ensure clarity of line work, location of devices and equipment, notes, dimensions, etc. Preparation of the Record Drawings shall be a Basic Service.

4.11.18 User's Plan Diagrams: The Consultant shall provide to the Owner, one printed set no larger than 11"x17" and electronic files consisting of a simplified site plan and floor plans with graphic scale and north arrow, reflecting the 'Record Drawings' condition. Plans must show room names, room numbers, overall dimensions and square footage of each floor area.

4.11.19 Certification: Upon completion of the Work, the Consultant, including all applicable sub-consultants, shall provide certifications to the effect that the work on the Project(s) has been substantially performed in accordance with the Construction Documents, including Work Orders, Change Orders, and all applicable laws.

4.11.20 The Consultant shall 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 or systems to assure a smooth transition from construction to occupancy of the Project(s).

4.11.21 The Consultant and Sub-Consultants shall inspect the entire Project six (6) months after Substantial Completion. The Consultant shall report its findings to the Owner sufficiently prior to the end of the warranty period to enable the Owner to issue an action report to the Contractor prior to the expiration of the warranty period. The Consultant report shall be complete with specific recommendations covering any portions of the Work to be repaired or replaced.

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

4.12 MEETINGS AND REPORTS

4.12.1 Meetings: As part of providing the Basic Services, the Consultant shall attend all meetings and shall provide consultation to the Owner regarding such information. These meetings shall include, but shall not necessarily be limited to, regularly scheduled progress meetings concerning design coordination, and such other meetings, whether regularly scheduled or specially called, as may be necessary to enable the Consultant to coordinate his Services with, and provide information to and/or obtain information from, the Owner, its Consultant and contractors, and all others with whom coordination or liaison must take place in order to fulfill the intent and purposes of this Agreement and the Contract Documents. Unless otherwise directed by the Owner, the Consultant shall prepare and disseminate in a timely manner meeting notices and agenda, briefing materials, meeting minutes, meeting reports, etc., appropriate to such meetings.

4.12.2 Reports: In addition to any specific reports called for elsewhere in this Agreement, the Consultant shall submit to the Owner a monthly progress report of the status and/or results of all Services required to be performed under this Agreement. This Report shall be submitted with the invoice for Services performed during the corresponding period. Each report shall include but not be limited to: a brief narrative with images of the progress made during the previous month and the estimated incremental and total percentages of each assigned Project Element which have been completed; any problem(s) encountered during the month and any actions taken to solve or alleviate the problem(s); any changes which may

have occurred in the projected dates of the events; a statement from the Consultant as to each Project Element that the Project is either on schedule or the Project Element is not on schedule and should the latter be stated, then the Consultant shall also state the length of delay and the reasons for the delay. The Consultant shall explicitly state recommendations for alleviating the delay and in subsequent monthly progress reports state whether or not the delay has been alleviated. Such report shall also relate the aggregate services performed to the total compensation paid and payable to the Consultant hereunder for each Phase of the Basic Service as set forth in the corresponding invoice for payment.

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

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

ARTICLE 5 - ADDITIONAL AND WORK SITE SERVICES

5.1 AUTHORIZATION:

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

5.2 ADDITIONAL SERVICES:

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

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

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

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

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

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

5.2.6 Participation in the execution of changes during performance of the Work provided such changes are not a result, directly or indirectly, of errors, omissions and/or ambiguities in the services rendered by the Consultant, including Sub-consultants engaged by the Consultant. Such participation shall include but shall not be limited to: revisions to plans, specifications and other Contract Documents as necessary; recommendation to the Owner of alternate designs (including cost impact) where change is contemplated; and any additional Construction Administration Services resulting from such changes.

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

5.2.8 Threshold Inspection services.

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

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

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

5.2.12 Preparing to serve or serving as an expert witness at the request and on behalf of the Owner, in connection with the Project or any Project Element or component thereof, except in situations where such service is a result of the Consultant's errors, omissions, or ambiguities.

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

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

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

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

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

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

5.3 WORK SITE SERVICES:

At the sole option of the Owner and after receipt of a Service Order specifically authorizing such Services, the Consultant shall provide Work Site Services as set forth herein. In discharging such Services, the Consultant shall provide an on-site resident Project Manager(s) approved by the Owner who shall act as the agent of the Consultant. The Work Site Services shall be defined by Service Order and agreed to by the Consultant and Owner.

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

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

ARTICLE 6 - REIMBURSABLE EXPENSES

6.1 AUTHORIZATION:

Any Reimbursable Expenses shall be approved by the Owner in advance and authorized by a Service Order and shall consist of actual expenditures (without mark-up) made by the Consultant by the most reasonable and economic means possible for the following purposes:

A. Long distance communications and shipping costs;
B. Printing and reproduction costs in excess of that required under Basic Services. Such costs will be reimbursed at the same rate paid (without mark-up) by the Consultant to its vendors. Printing costs for internal coordination, reviews and other in-house uses will not be reimbursed.
C. Travel expenses outside Miami-Dade County, if necessary, shall be reimbursed in accordance with State Statues and Administrative Order No. 6-1;
D. Costs/fees paid for securing approvals of authorities having jurisdiction over the work; Any other expenses incurred by the Consultant and its Sub-consultants as may be reasonably incurred in the interest of the Project and previously approved in writing by the Project Manager.
E. Fees paid to the certifying body for LEED project registration and certification will be reimbursed at the Green Building Certification Institute (GBCI) member rates. All LEED expedited project reviews will be approved in advance by the Owner.

6.2 TIME LIMIT FOR REIMBURSEMENTS:

The Consultant shall monitor the total cost of Reimbursable Expenses and submit monthly invoices for actual expenditures, including supporting documentation detailing the direct cost to the Consultant of such expenses. No multiplier shall be used to calculate Reimbursable Expenses. Expenses submitted later than 120 days from the invoice date will not be considered for reimbursement.

ARTICLE 7 - COMPENSATION FOR SERVICES

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

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

7.1 COMPENSATION FOR SERVICES AND TOTAL AUTHORIZED AMOUNT:

Unless otherwise authorized by Amendment to this Agreement, aggregate payments to the Consultant for Basic Services, Additional and Work Site Services, and Reimbursable Expenses performed shall not exceed **ONE MILLION FIVE HUNDRED THOUSAND DOLLARS ($1,500,000.00)** and shall be disbursed as reflected herein, unless additional payments up to the limits of the Contingency Allowance Account have been authorized. The Owner retains all rights to these funds, may expend these funds at its sole discretion, and any funds not expended from this authorized agreement amount remain the property of the Owner.

7.2 MAXIMUM PAYABLE CONTINGENCY ALLOWANCE ACCOUNT:

This is an Agreement for the rehabilitation and renovation design of a facility(ies) on public property; therefore an estimated Allowance Account of **ONE HUNDRED FIFTY THOUSAND DOLLARS ($150,000.00)** is permissible, per Miami-Dade County Code Section 2-8.1. Any Contingency Allowance Account expenses shall be approved by the Owner in advance and authorized by a Service Order. The Consultant shall have no entitlement to any of these funds. The Owner retains all rights to these funds, may expend these funds at its sole discretion, and any funds not expended from this Contingency Allowance Account remains the property of the County.

7.3 PAYMENT FOR SERVICES:

The fee for Services authorized in accordance with this Agreement shall be computed by one of the following methods as mutually agreed to by the Owner and the Consultant:

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

7.3.2 Multiple of Direct Salaries: Under this compensation basis, the Consultant is compensated for the time of personnel engaged directly in performing Services under this Agreement. The compensation to be paid shall consist of the Direct Salaries of such personnel, as reported to the Director of the United States Internal Revenue Services, times a multiple of such Direct Salaries. A not-to-exceed cap for the total fee for assignments given under this compensation basis shall be established prior to the issuance of the initial Services Order.

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

7.2.3.1 Compensation for the Principal shall be at the flat rate without application of any multiplier of Two Hundred Dollars ($200.00) per hour.

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

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

7.3.3.1 Compensation for all personnel shall be a direct labor multiplier of one of the following:

- 2.30 times Direct Salaries for Field personnel
- 2.75 times Direct Salaries for Home Office personnel
- 2.20 times Direct Salaries for Field Office personnel (working from County offices/facilities)

Unless otherwise changed as provided for hereinafter, the maximum rate of compensation for personnel (excluding the multiple of direct salary) shall be in accordance with the table below, Job Classifications and Maximum Raw Rates. If the Consultant elects to pay more than the rates listed below, the County is only liable to pay the rates below.

JOB CLASSIFICATION	MAXIMUM FLAT RATES
Principal	$200.00
	MAXIMUM RAW RATES
Project Architect (Registered)	$62.00
Senior Project Manager	$65.50
Project Manager	$58.60
Construction Manager	$65.50
Assistant Project Manager	$55.00
Designer / Project Coordinator	$48.25
Interior Designer	$41.35
LEED AP	$48.25
Project Engineer (Registered)	$67.25
Senior Engineer	$65.00

Staff Engineer	$58.60
CADD / Technician	$34.50
Estimator	$48.25
Clerical / Administrative Support	$28.25
Senior Field Representative	$60.85
Assistant Field Representative	$52.15
Inspectors	$58.60
Clerical / Administrative Support (Field)	$25.85

***Hourly Flat Rate**

The maximum rate of compensation for all other office personnel, not listed above, including the multiple of Direct Salaries shall not exceed **One Hundred and Eighty-Five Dollars ($185.00)** per hour. The Owner reserves the right to adjust the maximum rate.

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

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

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

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

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

*(40*30*2.65) + (10*30*1.1) = 3180+330 = $3510 or*

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

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

7.3.3.3 Consultant shall not invoice Owner for charges for office, rent or overhead expenses of any kind, including but not limited to, insurance, telephone (except long distance calls authorized by the Owner), and utility charges, office/drafting supplies, depreciation of equipment, professional dues, subscriptions, reproduction of drawings and/or specifications for internal use, mailing, stenographic, clerical, nor shall it invoice for other employee time to travel and subsistence not directly related to the Project. The multiple factor set forth above shall cover all such costs pertinent to the Project.

7.3.3.4 When Services are authorized as a Multiple of Direct Salaries, the Consultant shall submit the names, classification, salary rate per hour, applicable multiple, hours worked, and total charge for all personnel directly engaged on the project.

7.3.4 The Consultant shall not be entitled to compensation for Phases 2 through 4 (Design Development through Bidding) for alternates required because of the failure of the Consultant to design the Project(s) so that it they may be constructed within the total established construction budget.

7.3.5 No further progress payment will be made should the Probable Construction Cost of any phase exceed the budget until an alternate design is provided in accordance with Article 4.

7.3.6 Payment for Basic Services and Additional Services may be requested monthly in proportion to services performed during each Phase of the work. Said payments shall, in the aggregate, not exceed the total authorized for each Phase. A Service Order may specify that Additional Services shall be paid upon satisfactory completion of Additional Services.

7.3.7 Payment for Construction Administration Services Fee, Phase 5, shall be made in monthly installments. The amount of each monthly installment payment shall be based on the percentage of construction completion.

7.4.7.1 In the event that Prolonged Period of Construction Administration Services, Phase 5, of Basic Services becomes necessary, payment for the Prolonged Period of Construction Administration shall be the same amount as the monthly installment payments for Construction Administration Services. Payments for Prolonged Period of Construction Administration shall begin once the original construction contract time to achieve final completion of construction has been exceeded by 20 percent if, and provided that, such extended time is due to no fault of the Consultant. For purposes of clarification, if the original construction contract had a construction duration and time period of 100 days, the Prolonged Period of Construction Administration shall commence only if the construction has not achieved final completion of construction within 120 days of the commencement of construction.

7.3.8 All payments will be made on duly certified invoices stating that the Services for which payments requested have been performed per this Agreement and Service Order.

7.4 PAYMENT FOR REIMBURSABLE EXPENSES:

Reimbursable Expenses as described in the Article 6 of this Agreement will be reimbursed by the Owner as verified by appropriate bills, invoices, paid receipts or statements, along with all supporting data necessary to substantiate costs for the reimbursement.

7.5 INVOICES AND METHODS OF PAYMENT:

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

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

Provided there are no problems with an invoice, as determined by the Project Manager, it is the policy of Miami-Dade County that payment for all purchases by County agencies and the Public Health Trust shall be made in a timely manner and that interest payments be made on late payments. In accordance with Florida Statutes, Section 218.74 and Section 2-8.1.4 of the Miami-Dade County Code, the time at which payment shall be due from the County or the Public Health Trust shall be forty-five (45) days from receipt of a proper invoice. The time at which payment shall be due to small businesses shall be thirty (30) days from receipt of a proper invoice. All payments due from the County or the Public Health Trust, and not made within the time specified by this section, shall bear interest from thirty (30) days after the due date at the rate of one percent (1%) per month on the unpaid balance. Further, proceedings to resolve disputes for payment of obligations shall be concluded by final written decision of the Mayor, or his or her designee(s), not later than sixty (60) days after the date on which the proper invoice was received by the County or the Public Health Trust.

7.6 PAYMENT TO SUB-CONSULTANTS:

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

Consultant shall make all payments to such Sub-consultant(s) promptly following receipt by Consultant of corresponding payment from the Owner. Prior to any payments to Sub-consultant(s), the Consultant shall, if requested by the Project Manager(s), furnish to the Owner a copy of the agreement(s) providing for such payments.

7.7 SUB-CONTRACTOR/SUB-CONSULTANT REPORTING:

Pursuant to Sections 2-8.1 and 10.34 of the Code of Miami-Dade County, the Consultant must report to the County the race, gender, and ethnic origin of the owners and employees of its first tier sub-contractors/sub-consultants via the Business Management Workforce System (BMWS) at http://mdcsbd.gob2g.com. The race, gender, and ethnic information must be submitted via BMWS as soon as reasonably available and, in any event, prior to final payment under the contract. The Consultant shall not change or substitute first tier sub-contractors/sub-consultants or direct suppliers or the portions of the contract work to be performed or materials to be supplied from those identified except upon written approval of the County. Additionally, in accordance with Section 2-8.8 of the Code, as a condition of final payment under a contract, the Consultant shall identify sub-contractors/sub-consultants used in the work, the amount of each sub-contract, and the amount paid and to be paid to each sub-contractor/sub-consultant via BMWS. The Consultant shall be responsible for reporting all payments to sub-contractors and sub-consultants must confirm the reported payments, via BMWS, within the specified time frame. In the event that the Consultant intends to pay less than the subcontract amount, the Consultant shall deliver to the County a statement explaining the discrepancy or any disputed amount.

7.8 PAYMENT FOR ABANDONED, TERMINATED OR SUSPENDED SERVICES:

In the event of termination or suspension of the services or abandonment of a Project Element(s) (including the failure of the County to advertise the Contract Documents for bids, or the County's failure to award a Contract for the Work on the basis of any such bids received, within the time limits set forth in this agreement) by the County, the Consultant shall be compensated as follows:

Payment for Services completed and approved prior to the issuance by the County to the Consultant of notice of abandonment of a Project Element, termination or suspension, for which payment has not yet been made to the Consultant by the County, shall be made in the same manner as would have been required had such abandonment of a Project Element, termination or suspension not occurred.

For Services partially completed and satisfactorily performed prior to the issuance by the County to the Consultant of notice of abandonment of a Project Element, termination or suspension, the Consultant shall be compensated on the basis of payment in same manner as would have been required had such abandonment of a Project Element, termination or suspension not occurred, adjusted to the level of completion portion of the service. A claim by the Consultant for compensation shall be supported by such data as the County may reasonably require. In no case shall fees for partially completed Services exceed the fees that would have been paid for such Services had they not been abandoned, terminated or suspended.

Upon payment to the Consultant for Service associated with Project Elements that were abandoned, terminated or suspended by the County in accordance with this Article, the Consultant shall have no further claim for Services related to the abandoned, terminated or suspended Project Elements.

No payment shall be made by the County to the Consultant for loss of anticipated profit(s) from any abandoned, terminated or suspended Project Elements. Consultant shall have no rights to, nor to demand payment following Consultant's attempts to, abandon, terminate or suspend any Project Element, this Agreement or any Service Order

ARTICLE 8 - SPECIAL PROVISIONS

8.1 SECURITY:

8.1.1 The Consultant acknowledges and accepts full responsibility for compliance with all Miami-Dade County security regulation pertaining to access to buildings and other specific areas which may be designated as secure areas. Furthermore, the Consultant acknowledges that certain tasks may require background screening of principals and employees including fingerprint based criminal background investigation.

8.2 ART IN PUBLIC PLACES:

8.2.1 The project shall be subject to the provisions set forth pursuant to Section 2.11.15 of the Miami-Dade County Code (the "Code"), which provisions are incorporated herein by reference. The Basic Services to be provided by the Consultant shall extend to include Art in Public Places ("APP") as more particularly described below.

8.2.2 In the performance of the Services, the Consultant shall be responsible for all coordination related to the implementation of the Art in Public Places program at the Project. Coordination, by definition, shall include the Consultant's designated representatives, as appropriate, from the Architectural and Engineering teams, other consultants, and the Contractor to facilitate the design and construction of the Art Scope in regards to the construction project. The Consultant shall confer with the APP Representative in order to develop a concept for art appropriate to the Project and the Site. The Director of the Internal Services Department shall approve the final concept and location of the Art. The APP Trust shall make final determination of the artist or artists (the "Artist," collectively) upon recommendation of the APP Professional Advisory Committee ("PAC"). The Consultant shall attend all meetings related to the implementation of the APP Program including, but not limited to:

A. APP orientation meeting(s) with staff to discuss and determine the scope of the APP program as related to the Project; and
B. PAC meetings, including one during the Artist pre-selection phase and one during the Artist Proposal Review and recommendation phase.

8.2.3 APP Program Intent: APP is committed to the collaboration of the Artist with the selected Consultant for the Project, other County authorities overseeing the management of the Project (where applicable), and the end-user (where applicable); all as required to fulfill its obligations under the APP Master Plan & Implementation Guidelines to promote the successful integration of the artwork and the Site. Collaborative efforts shall, by definition, include the Artist as a member of the Design Team and the continuous and proactive involvement of the Consultant and his designees, the Artist, and APP staff during all phases of the Project development, all as required to ensure that the requisites of form and function, with respect to both the building architecture and Art, are satisfied and do not conflict with one another. APP staff will be involved in all aspects of administering the Art selection and the implementation process and will be available to render assistance to the Consultant as may be required to facilitate the integration of Art in the Project and Site, including but not limited to, providing expert advice on matters intrinsic to the public art processes.

8.2.4 Coordination of APP Construction Documents Development: In consultation with APP and the Artist, the Consultant shall make all the necessary provisions and coordinate the development and/or incorporation of the Art Scope of Work ("Art Scope"), including any architectural/engineering details and/or specifications into the Building Contract Documents for the Project, irrespective of whether developed by the Consultant or provided

by the Artist's own forces. The Consultant shall coordinate and/or develop the design of elements necessary for the Art Scope such as anchorage, electrical, and plumbing systems, or other utility installations and/or connections that represent ancillary elements to the Art, in a manner consistent with the APP Intent. Prior to the construction contract award, the Consultant shall provide technical support, including but not limited to assisting the Artist in the development of preliminary and final construction estimates for the ancillary infrastructure work described above that is to become part of the Base Building Construction package. The Consultant shall itemize and assign building construction unit costs for work that is mutually agreed among the Consultant, Artist, and APP to be consequential to the Art. The estimate of "Probable Construction Costs" will include any impacts to the building architecture ("Art Impact" or "Debit") as well as any "de-scoping" to the building architecture due to assimilation within the Art Scope ("Building Credit"). The unit cost estimates described above may be used by APP to negotiate with the Contractor any reimbursement due to either the Project from the Art Fund or to the Art Fund from the Project as an aggregate to the APP 1.5% contribution.

8.2.5 APP Construction Coordination: The Consultant shall coordinate the review and comment (as may be applicable) of shop drawings developed by the Trade Contractors that incorporate elements intrinsic to the Art, and any shop drawings or engineering documents developed by the Artist for compliance with the Building Construction Documents. The Consultant shall assist the Artist in securing building and associated sub-permits as applicable for the implementation of the Art (Artist to pay for all costs associated with permitting of the Art Scope). The Consultant shall provide input on recommended construction procedures/approach and shall coordinate the installation of the Art with the Artist during the construction and shall assist the Artist and APP in the resolution of issues pertaining to construction coordination for the Art. The Consultant shall periodically monitor the progress of construction and inspect, along with the Artist and APP Representative, work by the Artist's own forces and Project Trade Contractors for compliance with the Contract Documents.

8.2.6 Art in Public Places (APP) Procedures No. 358 is attached as Appendix 5.

8.3 CONTRACT MEASURES:

8.3.1 The Contract Measures applicable to this Project are **18% Small Business Enterprise – Architectural & Engineering (SBE-A/E) goal.**

8.3.2 To fulfill the requirements of this Article, the Consultant must comply with the Miami-Dade County's Small Business Enterprise (SBE-A/E) Program for the Purchase of Professional architectural, landscape Architectural, Engineering, or Surveying and Mapping Services Implementing Order 3-32 and the level of participation as shown in the Consultant's proposal for this project.

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

8.3.4 **UTILIZATION REPORT (UR):**

Pursuant to Administrative Order (A.O.) 3-32 Community Business Enterprise (CBE) Program, Administrative Order (A.O.) 3-41 Small Business Enterprise (SBE) Program and/or A.O. 3-39 for the Resolution Repealing County Administrative Orders 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 Consultant is required to file utilization reports with the Miami-Dade County contracting department monthly, unless designated otherwise.

The Consultant shall report via the Business Management Workforce System (BMWS) all sub-consultants' agreements entered into listing award amounts or percentage for this Agreement. Additionally, the Consultant shall report all payments made to each Sub-consultant participating on the project and verification of payments received must be confirmed by the Sub-consultants via BMWS. For additional information regarding online BMWS registration, managing County contracts, and to track compliance with SBE program measures, please contact Small Business Development, at (305) 375-3111 or via email at SBDmail@miamidade.gov.

8.4 BABY DIAPER CHANGING ACCOMMODATIONS:

Consultant agrees to incorporate as part of any design for this project, baby diaper-changing accommodations accessible to both women and men, in accordance with Miami-Dade County Code Section 8A-114.

8.5 SUSTAINABLE BUILDING PROGRAM (Ordinance 07-65 and Implementing Order 8-8) IF APPLICABLE:

8.5.1 The primary mechanism for determining compliance with the Sustainable Building Program shall be in the U.S. Green Building Council's Leadership in Energy and Environmental Design (LEED) Rating System System for buildings or the Institute for Sustainable Infrastructure's Envision Rating System for infrastructure projects. All construction projects are required to meet the standards delineated in Ordinance 07-65. Compliance shall be determined by completing a formal certification process with the U.S. Green Building Council, or the Institute for Sustainable Infrastructure per Resolution R-617-17, or as otherwise directed by the County' Sustainability Manager. For LEED and Envision, the most recent versions of such rating systems shall be utilized, as adopted, respectively, by the United States Green Building Council and the Institute for Sustainable Infrastructure.

1. For the Leadership in Energy and Environmental Design (LEED) Rating System, the minimum rating system standard for all categories of construction covered by the Ordinance shall be LEED Silver.
2. For the Envision Rating System, the minimum rating system standard for all categories of construction covered by the Ordinance shall be Silver.
3. For all of the above, the Implementing Order 8-8 approved by the Board may set higher standards for each category of construction.

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.

8.5.2 Miami-Dade County, through the Sustainability Program Manager, establishes goals for lowering energy consumption and other natural resources (i.e., Resolutions R-228-09 and R-795-12). The Consultant shall participate, as requested by the Owner, in exercises that quantify and identify potential areas/initiatives for achieving savings through the reduction of energy usage and consumption of natural resources.

8.6 Potential for an Ultra-Low Energy Building (ULEB) or Zero Energy Building (ZEB) should be evaluated for feasibility to reduce greenhouse gas emissions dramatically.

8.7 COOL ROOFS (Resolution R-54-18) IF APPLICABLE:

The Project shall utilize white reflective roofing or "cool roofs" for all new construction, roofing maintenance, and re-roofing work where the surface material is replaced on County-owned properties. The "cool roof" requirement shall apply to all facilities subject to the Sustainable Buildings Program.

8.8 SEA LEVEL RISE (Resolution R-451-14):

Resolution R-451-14 requires all capital improvement projects to consider the implications of sea level rise during all project phases. A Statement of Consideration of Impact of Sea Level Rise shall be included with all projects related to the planning, design and/or construction of County infrastructure projects, including but not limited to, County building elevation projects, County installation of mechanical and electrical systems, County infrastructure modifications and County infrastructure renovations. The statement shall show that the impact of sea level rise has been considered in the project. Additionally, the potential impacts of storm surge should be considered and exposure mitigated, if applicable.

8.9 ELECTRIC VEHICLES' PARKING (Ordinance 19-17):

The Project shall comply with Sections 33-122.5 and 30-423 of the Code of Miami-Dade County (Code) establishing off-street parking requirements for electric vehicles (EVs). Parking spaces specifically designed for charging of EVs will be required for all new uses other that single-family, duplex, or townhouse, and properties with a current CU and occupancy for a church or religious use. All EV parking spaces shall have the required signage and markings. The number of required Electric Vehicle Supply Equipment (EVSE) or EVSE-ready spaces shall be determined based on the total number of off-street parking spaces as shown in the table below.

Total Number of Required Off-Street Parking Spaces	Minimum Required Off-Street EVSE-Ready Spaces (Prior to January 1, 2022)*	Minimum Required Off-Street EVSE-Ready Spaces (On or after January 1, 2022)*
Up to 9 spaces	0	0
10 or more	10 percent of the required parking spaces, but in no event less than 1 EVSE-Ready Space.	20 percent of the required parking spaces, but in no event less than 1 EVSE-Ready Space.
* In the event of a fraction, the number shall be rounded up.		

8.10 ENERGY EFFICIENT BUILDING TAX CREDIT:

The 179D energy efficient commercial buildings federal tax deduction is a permanent program enacted as part of the Consolidated Appropriations Act of 2021 signed into law on December 27, 2020. This allows taxpayers to take a federal deduction for qualified energy-efficient improvements to commercial buildings. For properties placed into service on or before December 31, 2020, the energy and power cost shall be compared with the minimum requirements of ASHRAE Standard 90.1-2007. Projects placed into service on or after January 1, 2021, shall use the most recent Standard 90.1 affirmed no later than the date that is 2 years

before the date that construction of the qualifying property begins, or the date the construction permit of the qualifying property is issued. The returns may be amended going back three tax years.

The Consultant is designated as the Designer/Construction Manager ("the Designer") for the energy efficient improvements incorporated in the Energy Consumption Reduction Project ("the Project") for the purposes of allocating accelerated depreciation benefits pursuant to Section 179D of the Internal Revenue Code of 1986, as amended (the "Code").

The County agrees to cooperate in all reasonable respects with the Consultant's efforts to obtain and monetize any such benefits derived from the Project and, in accordance with section 215.179 of the Florida Statutes, the County seeks no payment or consideration for providing the allocation letter required by 179(D)(4) of the Internal Revenue Code to the Consultant.

8.11 BUY AMERICAN IRON AND STEEL PRODUCTS PROCUREMENT PROGRAM:

The Consultant shall consider, during design, the Buy American Iron and Steel Products Procurement Program set forth in section 2-8.2.6.1 of the County Code, which provides that all iron and steel products used in the construction of Miami-Dade County projects for public improvements, subject to the approvals or ratification by the Board of County Commissioners, except where federal, state or local laws, regulations or policies mandate to the contrary, shall be produced (manufactured) in the United States. This does not apply to a MCC construction project, which has a Construction threshold of $5,000,000, as may be revised.

8.12 VERIFICATION OF EMPLOYMENT ELIGIBILITY (E-VERIFY):

By entering the Agreement, the Consultant becomes obligated to comply with the provisions of Section 448.095, Florida Statute, titled "Verification of Employment Eligibility." This includes but is not limited to utilization of the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of all newly hired employees by the Consultant effective January 1, 2021, and requiring all Sub-consultants to provide an affidavit attesting that the Sub-consultant does not employ, contract with, or subcontract with, an unauthorized alien. Failure to comply may lead to termination of this Consultant, or if a Sub-consultant knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. If this Agreement is terminated for a violation of the statute by the Consultant, the Consultant may not be awarded a public contract for a period of one year after the date of termination and the Consultant may be liable for any additional costs incurred by the County resulting from the termination of the Agreement. Public and private employers must enroll in the E-Verify System (http://www.uscis.gov/e-verify) and retain the I-9 Forms for inspection. (In accordance with the State of Florida's enactment of Senate Bill No. 664, amending Section 288.061, Florida Statute, titled "Economic Development Incentive Application Process," and creating Section 448.095, Florida Statute, titled "Verification of Employment Eligibility").

8.13 ORGANIZATIONAL CONFLICT OF INTEREST:

Consultant and his subconsultants shall comply with the County's Organizational Conflict of Interest regulations. Questions regarding potential organizational conflicts of interest (OCI) by Consultant or subconsultant(s), pertaining to the Project shall be submitted to ISD and will be addressed in accordance with the Commission on Ethics and Public Trust (COE) Amended

Letter of Instruction and the County Policy on Organizational Conflict of Interest. Per the aforementioned document, ISD shall identify, disclose to the COE, analyze, and submit a specific methodology to address any potential existing or future OCI by the Consultant or subconsultant(s). Provided that an OCI is identified by ISD, the Executive Director of the Ethics Commission or his/her designee, will approve or disapprove the measures implemented by the County to resolve the OCI. Disapproval of such measures by the COE Executive Director or his/her designee may be appealed to the COE Board by ISD.

8.14 PUBLIC RECORDS:

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

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

(305) 375-1188 Salomee Peters, Salomee.Peters@miamidade.gov

8.15 COUNTY'S RIGHTS AS SOVEREIGN:

8.15.1 Notwithstanding and prevailing over any contrary provision in this Agreement, it is expressly understood that the Owner retains all of its sovereign prerogatives and rights as a county under Florida laws and shall in no way be estopped from withholding or refusing to issue any approvals of applications for building, zoning, planning or development under present or future laws and regulations of whatever nature. The Owner shall not by virtue of this Agreement be obligated to grant Consultant any approvals of applications for building, zoning, planning, improving, equipping, or development under present or future laws and ordinances of whatever nature.

8.15.2 Any Owner covenant or obligation that may be contained in this Agreement shall not bind the Board of County Commissioners, any zoning appeals board, the Department of Regulatory and Economic Resources of Miami-Dade County or any other County, local, federal or state department, authority, committee or agency to grant or leave in effect any zoning changes, variances, permits, waivers, contract amendments, or any other approvals that may be granted, withheld or revoked in the discretion of the applicable County or other applicable governmental entities in the exercise of its police power; and the Owner shall be released and held harmless, by Consultant from any liability, responsibility, claims, consequential or other damages, or losses to Consultant or to any third parties resulting from denial, withholding, or

revocation (in whole or in part) of any zoning or other changes, variances, permits, waivers, amendments, or approvals of any kind or nature whatsoever.

8.16 DISABILITY NONDISCRIMINATION:

The Consultant shall comply with the requirements of Miami-Dade County Resolution No. R-385-95. By executing this Agreement, the Consultant certifies that it is not in violation of the Americans with Disabilities Act (ADA) of 1990 (and related Acts) or Resolution No. R-385-95. The County may declare the Consultant in default of this Agreement should a post contract violation of any of the Acts occur. Failure to comply with the requirements of Section 3 of Resolution No. R-385-95 may result in debarment of those who knowingly violate this policy or falsify information.

8.17 DOMESTIC LEAVE:

The Consultant shall comply with the requirements of Miami-Dade County Resolution No. R-99-5 and Resolution R-185-00. By executing this Agreement, the Consultant certifies that it is not in violation of the Domestic Leave Ordinance. The County may declare the Consultant in default of this Agreement if the Consultant fails to comply with the requirements of Resolution No. R-185-00 or the Domestic Leave Ordinance. The Consultant may also be debarred.

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

CONSULTANT (CORPORATION)

Perez & Perez Architects Planners, Inc.
(Legal Name of Corporation)

ATTEST:

Secretary: _____
(Signature and Seal)

FEIN: 59-2400309

By: _____
Consultant - Signature

Jaime Cruanyas, AIA
(Type Name)

Daniel Perez-Zarraga, AIA, President
(Type Name & Title)

CONSULTANT (INDIVIDUAL, PARTNERSHIP OR JOINT VENTURE)

_____
Legal Name

Witness: _____ By:

Signature

Witness: _____ _____
(Type Name)

FEIN/SSN: _____

MIAMI-DADE COUNTY, FLORIDA

ATTEST:

Juan Fernandez-Barquin,
Clerk of the Court and Comptroller

Date: August 30, 2023

BY: _____
Anthony Lavadie - e302751 Deputy Clerk

By: _____
County Mayor

(Miami-Dade County Seal)

Approved as to form and legal sufficiency

_____
Assistant County Attorney

APPENDIX 1 – FACILITY(IES) LIST

Children's Courthouse - 155 NW 3rd St. Miami, FL 33128

Courthouse Center - 175 NW 1st Ave. Miami, FL 33128

Gerstein Justice Building - 1351 NW 12 St. Miami, FL 33125

Public Defender Building - 1320 NW 14th St. Miami, FL 33125

Caleb Center - 5400 NW 22 Ave. Miami, FL 33142

Hialeah Courthouse - 11 East 6th St. Hialeah, FL 33010

North Dade Justice Center, 15555 Biscayne Blvd, N. Miami Beach, FL 33160

Coral Gables Courthouse - 3100 Ponce DeLeon, Coral Gables, FL 33134

South Dade Government Center, 10710 S.W. 211 Street, Miami, FL 33189

South Dade Justice Center Annex - 10710 SW 211 St. Cutler Bay, FL 33189

APPENDIX 2 - PRINCIPALS OF THE CONSULTANT AND CRITICAL EMPLOYEES

Daniel Perez-Zarraga, AIA	Principal/President
Ben Melendez	Project Manager/Partner
Jaime Cruanyas, AIA	Project Director/Partner
Jaime Ruiz, AIA	Project Architect/Partner

APPENDIX 3 – SUB-CONSULTANT TEAM

Bliss & Nyitray, Inc.	Structural Engineering
SDM Consulting Engineers, Inc.	MEP/FP Engineering
EAC Consulting, Inc.	Civil Engineering
Graef-USA Inc.	Commissioning

APPENDIX 4 – COMMISSIONING / RE-COMMISSIONING

SECTION 019113 - GENERAL COMMISSIONING REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

B. Owner's Project Requirements and Basis-of-Design Document are included by reference for information only.

1.2 SUMMARY

A. Section Includes:

1. General requirements for coordinating and scheduling commissioning activities.
2. Commissioning meetings.
3. Commissioning reports.
4. Use of commissioning process test equipment, instrumentation, and tools.
5. Construction checklists, including, but not limited to, installation checks, startup, performance tests, and performance test demonstration.
6. Commissioning tests and commissioning test demonstration.
7. Adjusting, verifying, and documenting identified systems and assemblies.

B. Related Requirements:

1. Section 011000 "Summary" for Commissioning Authority responsibilities.
2. Section 013300 "Submittal Procedures" for submittal procedure requirements for commissioning process.
3. Section 017700 "Closeout Procedures" for Certificate of Construction-Phase Commissioning Process Completion submittal requirements.
4. Section 017823 "Operation and Maintenance Data" for preliminary operation and maintenance data submittal requirements.
5. Section 210800 "Commissioning of Fire Suppression" for technical commissioning requirements for fire suppression.
6. Section 220800 "Commissioning of Plumbing" for technical commissioning requirements for plumbing.
7. Section 230800 "Commissioning of HVAC" for technical commissioning requirements for HVAC.
8. Section 260800 "Commissioning of Electrical Systems" for technical commissioning requirements for electrical systems.
9. Section 270800 "Commissioning of Communications" for technical commissioning requirements for communications systems.
10. Section 280800 "Commissioning of Electronic Safety and Security" for technical commissioning requirements for electronic safety and security systems.

1.3 DEFINITIONS

A. Acceptance Criteria: Threshold of acceptable work quality or performance specified for a commissioning activity, including, but not limited to, construction checklists, performance tests, performance test demonstrations, commissioning tests, and commissioning test demonstrations.

B. Basis-of-Design Document: A document prepared by Architect that records concepts, calculations, decisions, and product selections used to comply with Owner's ProjectRequirements and to suit applicable regulatory requirements, standards, and guidelines.

C. Commissioning Authority: An entity engaged by Owner, and identified in Section 011000 "Summary," to evaluate Commissioning-Process Work.

D. Commissioning Plan: A document, prepared by Commissioning Authority, that outlines the organization, schedule, allocation of resources, and documentation of commissioning requirements.

E. Commissioning: A quality-focused process for verifying and documenting that the facility and all of its systems and assemblies are planned, designed, installed, and tested to comply with Owner's Project Requirements. The requirements specified here are limited to the construction phase commissioning activities. The scope of the commissioning process is defined in Section 011000 "Summary."

F. Construction-Phase Commissioning-Process Completion: The stage of completion and acceptance of commissioning process when resolution of deficient conditions and issues discovered during commissioning process and retesting until acceptable results are obtained has been accomplished. Owner will establish in writing the date construction-phase commissioning-process completion is achieved. See Section 017700 "Closeout Procedures" for Certificate of Construction-Phase Commissioning Process Completion submittal requirements.

1. Commissioning process is complete when the Work specified of this Section and related Sections has been completed and accepted, including, but not limited to, the following:

    a. Completion of tests and acceptance of test results.
    b. Resolution of issues, as verified by retests performed and documented with acceptance of retest results.
    c. Comply with requirements in Section 017900 "Demonstration and Training."
    d. Completion and acceptance of submittals and reports.

G. Owner's Project Requirements: A document that details the functional requirements of a project and the expectations of how it will be used and operated, including Project goals, measurable performance criteria, cost considerations, benchmarks, success criteria, and supporting information. This document is prepared either by the Owner or for the Owner by the Architect or Commissioning Authority.

H. Owner's Witness: Commissioning Authority, Owner's Project Manager, or Architect-designated witness authorized to authenticate test demonstration data and to sign completed test data forms.

I. "Systems," "Assemblies," "Subsystems," "Equipment," and "Components": Where these terms are used together or separately, they shall mean "as-built" systems, assemblies, subsystems, equipment, and components.

J. Test: Performance tests, performance test demonstrations, commissioning tests, and commissioning test demonstrations.

K. Sampling Procedures and Tables for Inspection by Attributes: As defined in ASQ Z1.4.

1.4 COMMISSIONING TEAM

A. Members Appointed by Contractor(s):

1. Commissioning Coordinator: A person or entity employed by Contractor to manage, schedule, and coordinate commissioning process.
2. Project superintendent and other employees that Contractor may deem appropriate for a particular portion of the commissioning process.
3. Subcontractors, installers, suppliers, and specialists that Contractor may deem appropriate for a particular portion of the commissioning process.
4. Appointed team members shall have the authority to act on behalf of the entity they represent.

B. Members Appointed by Owner:

1. Commissioning Authority, plus consultants that Commissioning Authority may deem appropriate for a particular portion of the commissioning process.
2. Owner representative(s), facility operations and maintenance personnel, plus other employees, separate contractors, and consultants that Owner may deem appropriate for a particular portion of the commissioning process.
3. Architect, plus employees and consultants that Architect may deem appropriate for a particular portion of the commissioning process.

1.5 INFORMATIONAL SUBMITTALS

A. Comply with requirements in Section 013300 "Submittal Procedures" for submittal procedure general requirements for commissioning process.

B. Commissioning Plan Information:

1. List of Contractor-appointed commissioning team members to include specific personnel and subcontractors performing the various commissioning requirements.
2. Schedule of commissioning activities, integrated with the Construction Schedule. Comply with requirements in Section 013200 "Construction Progress Documentation"for the Construction Schedule general requirements for commissioning process.
3. Contractor personnel and subcontractors participating in each test.
4. List of instrumentation required for each test to include identification of parties that will provide instrumentation for each test.

C. Commissioning schedule.

D. Two-week look-ahead schedules.

E. Commissioning Coordinator Letter of Authority:

1. Within 10 days after approval of Commissioning Coordinator qualifications, submit a letter of authority for Commissioning Coordinator, signed by a principal of Contractor's firm. Letter shall authorize Commissioning Coordinator to do the following:

    a. Make inspections required for commissioning process.
    b. Coordinate, schedule, and manage commissioning process of Contractor, subcontractors, and suppliers.
    c. Obtain documentation required for commissioning process from Contractor, subcontractors, and suppliers.
    d. Report issues, delayed resolution of issues, schedule conflicts, and lack of cooperation or expertise on the part of members of the commissioning team.

F. Commissioning Coordinator Qualification Data: For entity coordinating Contractor's commissioning activities to demonstrate their capabilities and experience.

1. Experienced: When used with an entity or individual, "experienced" means having successfully completed a minimum of five previous projects similar in nature, size, and extent to this Project; being familiar with special requirements indicated; and having complied with requirements of authorities having jurisdiction.

G. List test instrumentation, equipment, and monitoring devices. Include the following information:

1. Make, model, serial number, and application for each instrument, equipment, and monitoring device.
2. Brief description of intended use.
3. Calibration record showing the following:

    a. Calibration agency, including name and contact information.
    b. Last date of calibration.
    c. Range of values for which calibration is valid.
    d. Certification of accuracy.
    e. Certification for calibration equipment traceable to NIST.
    f. Due date of the next calibration.

H. Test Reports:

1. Pre-Startup Report: Prior to startup of equipment or a system, submit signed, completed construction checklists.
2. Test Data Reports: At the end of each day in which tests are conducted, submit test data for tests performed.
3. Commissioning Issue Reports: Daily, at the end of each day in which tests are conducted, submit commissioning issue reports for tests for which acceptable results were not achieved.

4. Weekly Progress Report: Weekly, at the end of each week in which tests are conducted, submit a progress report.
5. Data Trend Logs: Submit data trend logs at the end of the trend log period.
6. System Alarm Logs: Daily, at the start of days following a day in which tests were performed, submit printout of log of alarms that occurred since the last log was printed.

I. Construction Checklists:

1. Material checks.
2. Installation checks.
3. Startup procedures, where required.

1.6 CLOSEOUT SUBMITTALS

A. Commissioning Report:

1. At Construction-Phase Commissioning Completion, include the following:

a. Pre-startup reports.
b. Approved test procedures.
c. Test data forms, completed and signed.
d. Progress reports.
e. Commissioning issue report log.
f. Commissioning issue reports showing resolution of issues.
g. Correspondence or other documents related to resolution of issues.
h. Other reports required by commissioning process.
i. List unresolved issues and reasons they remain unresolved and should be exempted from the requirements for Construction-Phase Commissioning Completion.
j. Report shall include commissioning work of Contractor.

B. Request for Certificate of Construction-Phase Commissioning Process Completion.

C. Operation and Maintenance Data: For proprietary test equipment, instrumentation, and tools to include in operation and maintenance manuals.

1.7 QUALITY ASSURANCE

A. Commissioning Coordinator Qualifications:

1. Documented experience commissioning systems of similar complexity to those contained in these documents on at least three projects of similar scope and complexity.
2. Certification of commissioning-process expertise. The following certifications are acceptable. Owner reserves the right to accept or reject certifications as evidence of qualification.

a. Certified Commissioning Authority, by AABC Commissioning Group (ACG).
b. Commissioning-Process Management Professional, by American Society of Heating, Refrigerating and Air-Conditioning Engineers.

c. Certified Commissioning Professional, by Building Commissioning Association.
d. Accredited Commissioning-Process Authority Professional, by University of Wisconsin.
e. Accredited Commissioning-Process Manager, by University of Wisconsin.
f. Accredited Green Commissioning-Process Provider, by University of Wisconsin.

B. Calibration Agency Qualifications: Certified by The American Association for Laboratory Accreditation that the calibration agency complies with minimum requirements of ISO/IEC 17025.

PART 2 - PRODUCTS

2.1 TEST EQUIPMENT, INSTRUMENTATION, AND TOOLS

A. Test equipment and instrumentation required to perform the commissioning process shall remain the property of Contractor unless otherwise indicated.

B. Test equipment and instrumentation required to perform commissioning process shall comply with the following criteria:

1. Be manufactured for the purpose of testing and measuring tests for which they are being used and have an accuracy to test and measure system performance within the tolerances required to determine acceptable performance.
2. Calibrated and certified.
    a. Calibration performed and documented by a qualified calibration agency according to national standards applicable to the tools and instrumentation being calibrated. Calibration shall be current according to national standards or within test equipment and instrumentation manufacturer's recommended intervals, whichever is more frequent, but not less than within six months of initial use on Project. Calibration tags shall be permanently affixed.
    b. Repair and recalibrate test equipment and instrumentation if dismantled, dropped, or damaged since last calibrated.
3. Maintain test equipment and instrumentation.
4. Use test equipment and instrumentation only for testing or monitoring Work for which they are designed.

2.2 PROPRIETARY TEST EQUIPMENT, INSTRUMENTATION, AND TOOLS

A. Proprietary test equipment, instrumentation, and tools are those manufactured or prescribed by tested equipment manufacturer and required for work on its equipment as a condition of equipment warranty, or as otherwise required to service, repair, adjust, calibrate, or perform work on its equipment.

1. Identify proprietary test equipment, instrumentation, and tools required in the test equipment identification list submittal.

2. Proprietary test equipment, instrumentation, and tools shall become the property of Owner at Substantial Completion.

2.3 REPORT FORMAT AND ORGANIZATION

A. General Format and Organization:

1. Bind report in three-ring binders.
2. Label the front cover and spine of each binder with the report title, volume number, project name, Contractor's name, and date of report.
3. Record report on compact disk.
4. Electronic Data: Portable document format (PDF); a single file with outline-organized bookmarks for major and minor tabs and tab contents itemized for specific reports.

B. Commissioning Report:

1. Include a table of contents and an index to each test.
2. Include major tabs for each Specification Section.
3. Include minor tabs for each test.
4. Within each minor tab, include the following:

a. Test specification.
b. Pre-startup reports.
c. Approved test procedures.
d. Test data forms, completed and signed.
e. Commissioning issue reports, showing resolution of issues, and documentation related to resolution of issues pertaining to a single test. Group data forms, commissioning issue reports showing resolution of issues, and documentation related to resolution of issues for each test repetition together within the minor tab, in reverse chronological order (most recent on top).

PART 3 - EXECUTION

3.1 PREPARATION

A. Review preliminary construction checklists and preliminary test procedures and data forms.

3.2 CONSTRUCTION CHECKLISTS

A. Construction checklists cannot modify or conflict with the Contract Documents.

B. Create construction checklists based on actual systems and equipment to be included in Project.

C. Material Checks: Compare specified characteristics and approved submittals with materials as received. Include factory tests and other evaluations, adjustments, and tests performed prior to shipment if applicable.

1. Service connection requirements, including configuration, size, location, and other pertinent characteristics.
2. Included optional features.
3. Delivery Receipt Check: Inspect and record physical condition of materials and equipment on delivery to Project site, including agreement with approved submittals, cleanliness, and lack of damage.
4. Installation Checks:

    a. Location according to Drawings and approved Shop Drawings.
    b. Configuration.
    c. Compliance with manufacturers' written installation instructions.
    d. Attachment to structure.
    e. Access clearance to allow for maintenance, service, repair, removal, and replacement without the need to disassemble or remove other equipment or building elements. Access coordinated with other building elements and equipment, including, but not limited to, ceiling and wall access panels, in a manner consistent with OSHA fall-protection regulations and safe work practices.
    f. Utility connections are of the correct characteristics, as applicable.
    g. Correct labeling and identification.
    h. Startup Checks: Verify readiness of equipment to be energized. Include manufacturer's standard startup procedures and forms.

D. Startup: Perform and document initial operation of equipment to prove that it is installed properly and operates as intended according to manufacturer's standard startup procedures, at minimum.

E. Performance Tests:

1. Static Tests: As specified elsewhere, including, but not limited to, duct and pipe leakage tests, insulation-resistance tests, and water-penetration tests.
2. Component Performance Tests: Tests evaluate the performance of an input or output of components under a full range of operating conditions.
3. Equipment and Assembly Performance Tests: Test and evaluate performance of equipment and assemblies under a full range of operating conditions and loads.
4. System Performance Tests: Test and evaluate performance of systems under a full range of operating conditions and loads.
5. Intersystem Performance Tests: Test and evaluate the interface of different systems under a full range of operating conditions and loads.

F. Deferred Construction Checklists: Obtain Owner approval of proposed deferral of construction checklists, including proposed schedule of completion of each deferred construction checklist, before submitting request for Certificate of Construction-Phase Commissioning Process Completion. When approved, deferred construction checklists may be completed after date of Construction-Phase Commissioning Completion. Include the following in a request for Certificate of Construction-Phase Commissioning Process Completion:

1. Identify deferred construction checklists by number and title.
2. Provide a target schedule for completion of deferred construction checklists.
3. Written approval of proposed deferred construction checklists, including approved schedule of completion of each deferred construction checklist.

G. Delayed Construction Checklists: Obtain Owner approval of proposed delayed construction checklists, including proposed schedule of completion of each delayed construction checklist, before submitting request for Certificate of Construction-Phase Commissioning Process Completion. When approved, delayed construction checklists may be completed after date of Construction-Phase Commissioning Completion. Include the following in a request for Certificate of Construction-Phase Commissioning Process Completion:

1. Identify delayed construction checklist by construction checklist number and title.
2. Provide a target schedule for completion of delayed construction checklists.
3. Written approval of proposed delayed construction checklists, including approved schedule of completion of each delayed construction checklist.

3.3 GENERAL EXECUTION REQUIREMENTS

A. Schedule and coordinate commissioning process with the Construction Schedule.

B. Perform activities identified in construction checklists, including tests, and document results of actions as construction proceeds.

C. Perform test demonstrations for Owner's witness. Unless otherwise indicated, demonstrate tests for 100 percent of work to which the test applies. In some instances, demonstration of a random sample of other than 100 percent of the results of a test is specified.

1. Where sampling is specified, the sampling plan and procedure for the test demonstration shall be determined using ASQ Z1.4.

   a. General Inspection: Level II.

   b. Acceptance Quality Limit (AQL) of 1.5

2. The "lot size" in ASQ Z1.4 is the sum of the number of items to which the test demonstration applies, as described in the scope subparagraph of each test.
3. On determination of the sample size, the samples shall be selected randomly by Owner's witness at the time of the test demonstration.
4. Include in the Commissioning Plan a detailed list of the test demonstrations with lot and sample quantities for each test.

D. Report test data and commissioning issue resolutions.

E. Schedule personnel to participate in and perform Commissioning-Process Work.

F. Installing contractors' commissioning responsibilities include, but are not limited to, the following:

1. Operating the equipment and systems they install during tests.
2. In addition, installing contractors may be required to assist in tests of equipment and systems with which their work interfaces.

3.4 COMMISSIONING COORDINATOR RESPONSIBILITIES

A. Management and Coordination: Manage, schedule, and coordinate commissioning process, including, but not limited to, the following:

1. Coordinate with subcontractors on their commissioning responsibilities and activities.
2. Obtain, assemble, and submit commissioning documentation.
3. Conduct periodic on-site commissioning meetings. Comply with requirements in Section 013100 "Project Management and Coordination."
4. Develop and maintain the commissioning schedule. Integrate commissioning schedule into the Construction Schedule. Update Construction Schedule at specified intervals.
5. Review and comment on preliminary test procedures and data forms.
6. Report inconsistencies and issues in system operations.
7. Verify that tests have been completed and results comply with acceptance criteria, and that equipment and systems are ready before scheduling test demonstrations.
8. Direct and coordinate test demonstrations.
9. Coordinate witnessing of test demonstrations by Owner's witness.
10. Coordinate and manage training. Be present during training sessions to direct video recording, present training, and direct the training presentations of others. Comply with requirements in Section 017900 "Demonstration and Training."
11. Prepare and submit specified commissioning reports.
12. Track commissioning issues until resolution and retesting is successfully completed.
13. Retain original records of Commissioning-Process Work, organized as required for the commissioning report. Provide Owner's representative access to these records on request.
14. Assemble and submit commissioning report.

3.5 COMMISSIONING TESTING

A. Quality Control: Construction checklists, including tests, are quality-control tools designed to improve the functional quality of Project. Test demonstrations evaluate the effectiveness of Contractor's quality-control process.

B. Owner's witness will be present to witness commissioning work requiring the signature of an owner's witness, including, but not limited to, test demonstrations. Owner's project manager will coordinate attendance by Owner's witness with Contractor's published Commissioning Schedule. Owner's witness will provide no labor or materials in the commissioning work. The only function of Owner's witness will be to observe and comment on the progress and results of commissioning process.

C. Construction Checklists:

1. Complete construction checklists as Work is completed.
2. Distribute construction checklists to installing contractors before they start work.
3. Installers:

a. Verify installation using approved construction checklists as Work proceeds.
b. Complete and sign construction checklists weekly for work performed during the preceding week.

4. Provide Commissioning Authority access to construction checklists.

D. Installation Compliance Issues: Record as an installation compliance issue Work found to be incomplete, inaccessible, at variance with the Contract Documents, nonfunctional, or that does not comply with construction checklists. Record installation compliance issues on the construction checklist at the time they are identified. Record corrective action and how future Work should be modified before signing off the construction checklist.

E. Pre-Startup Audit: Prior to executing startup procedures, review completed installation checks to determine readiness for startup and operation. Report conditions, which, if left uncorrected, adversely impact the ability of systems or equipment to operate satisfactorily or to comply with acceptance criteria. Prepare pre-startup report for each system.

F. Test Procedures and Test Data Forms:

1. Test procedures shall define the step-by-step procedures to be used to execute tests and test demonstrations.
2. Test procedures shall be specific to the make, model, and application of the equipment and systems being tested.
3. Completed test data forms are the official records of the test results.
4. Commissioning Authority will provide to Contractor preliminary test procedures and test data forms for performance tests and commissioning tests after approval of Product Data, Shop Drawings, and preliminary operation and maintenance manual.
5. Review preliminary test procedures and test data forms, and provide comments within 14 days of receipt from Commissioning Authority. Review shall address the following:

    a. Equipment protection and warranty issues, including, but not limited to, manufacturers' installation and startup recommendations, and operation and maintenance instructions.
    b. Applicability of the procedure to the specific software, equipment, and systems approved for installation.

6. After Contractor has reviewed and commented on the preliminary test procedures and test data forms, Commissioning Authority will revise and reissue the approved revised test procedures and test data forms marked "Approved for Testing."
7. Use only approved test procedures and test data forms marked "Approved for Testing" to perform and document tests and test demonstrations.

G. Performance of Tests:

1. The sampling rate for tests is 100 percent. The sampling rate for test demonstrations is 100 percent unless otherwise indicated.
2. Perform and complete each step of the approved test procedures in the order listed.
3. Record data observed during performance of tests on approved data forms at the time of test performance and when the results are observed.
4. Record test results that are not within the range of acceptable results on commissioning issue report forms in addition to recording the results on approved test procedures and data forms according to the "Commissioning Compliance Issues" Paragraph in this Article.

5. On completion of a test, sign the completed test procedure and data form. Tests for which test procedures and data forms are incomplete, not signed, or which indicate performance that does not comply with acceptance criteria will be rejected. Tests for which test procedures and data forms are rejected shall be repeated and results resubmitted.

H. Performance of Test Demonstration:

1. Perform test demonstrations on a sample of tests after test data submittals are approved. The sampling rate for test demonstrations shall be 100percent unless otherwise indicated in the individual test specification.
2. Notify Owner's witness at least three days in advance of each test demonstration.
3. Perform and complete each step of the approved test procedures in the order listed.
4. Record data observed during performance of test demonstrations on approved data forms at the time of demonstration and when the results are observed.
5. Provide full access to Owner's witness to directly observe the performance of all aspects of system response during the test demonstration. On completion of a test demonstration, sign the completed data form and obtain signature of Owner's witness at the time of the test to authenticate the reported results.
6. Test demonstration data forms not signed by Contractor and Owner's witness at the time of the completion of the procedure will be rejected. Test demonstrations for which data forms are rejected shall be repeated and results shall be resubmitted.

    a. Exception for Failure of Owner's Witness to Attend: Failure of Owner's witness to be present for agreed-on schedule of test demonstration shall not delay Contractor. If Owner's witness fails to attend a scheduled test, Contractor shall proceed with the scheduled test. On completion, Contractor shall sign the data form for Contractor and for Owner's witness, and shall note the absence of Owner's witness at the scheduled time and place.

7. False load test requirements are specified in related sections.

    a. Where false load testing is specified, provide temporary equipment, power, controls, wiring, piping, valves, and other necessary equipment and connections required to apply the specified load to the system. False load system shall be capable of steady-state operation and modulation at the level of load specified. Equipment and systems permanently installed in this work shall not be used to create the false load without Architect's written approval.

I. Deferred Tests:

1. Deferred Test List: Identify, in the request for Certificate of Construction-Phase Commissioning Process Completion, proposed deferred tests or other tests approved for deferral until specified seasonal or other conditions are available. When approved, deferred tests may be completed after the date of Construction-Phase Commissioning Completion. Identify proposed deferred tests in the request for Certificate of Construction-Phase Commissioning Process Completion as follows:

    a. Identify deferred tests by number and title.
    b. Provide a target schedule for completion of deferred tests.

2. Schedule and coordinate deferred tests. Schedule deferred tests when specified conditions are available. Notify Architect and Commissioning Authority at least three working days (minimum) in advance of tests.
3. Where deferred tests are specified, coordinate participation of necessary personnel and of Architect, Commissioning Authority, and Owner's witness. Schedule deferred tests to minimize occupant and facility impact. Obtain Architect's approval of the proposed schedule.

J. Delayed Tests:

1. Delayed Test List: Identify, in the request for Certificate of Construction-Phase Commissioning Process Completion, proposed delayed tests. Obtain Owner approval of proposed delayed tests, including proposed schedule of completion of each delayed test, before submitting request for Certificate of Construction-Phase Commissioning Process Completion. Include the following in the request for Certificate of Construction-Phase Commissioning Process Completion:

    a. Identify delayed tests by test number and title.
    b. Written approval of proposed delayed tests, including approved schedule of completion of delayed tests.

2. Schedule and coordinate delayed tests. Schedule delayed tests when conditions thatcaused the delay have been rectified. Notify Architect and Commissioning Authority at least three working days (minimum) in advance of tests.
3. Where delayed tests are approved, coordinate participation of necessary personnel and of Architect, Commissioning Authority, and Owner's witness. Schedule delayed tests to minimize occupant and facility impact. Obtain Architect's approval of the proposed schedule.

K. Commissioning Compliance Issues:

1. Test results that are not within the range of acceptable results are commissioning compliance issues.
2. Track and report commissioning compliance issues until resolution and retesting are successfully completed.
3. If a test demonstration fails, determine the cause of failure. Direct timely resolution of issue and then repeat the demonstration. If a test demonstration must be repeated due to failure caused by Contractor work or materials, reimburse Owner for billed costs for the participation in the repeated demonstration.
4. Test Results: If a test demonstration fails to meet the acceptance criteria, perform the following:

    a. Complete a commissioning compliance issue report form promptly on discovery of test results that do not comply with acceptance criteria.
    b. Submit commissioning compliance issue report form within 24 hours of the test.
    c. Determine the cause of the failure.
    d. Establish responsibility for corrective action if the failure is due to conditions found to be Contractor's responsibility.

5. Commissioning Compliance Issue Report: Provide a commissioning compliance issue report for each issue. Do not report multiple issues on the same commissioning compliance issue report.

    a. Exception: If an entire class of devices is determined to exhibit the identical issue, they may be reported on a single commissioning compliance issue report. (For example, if all return-air damper actuators that are specified to fail to the open position are found to fail to the closed position, they may be reported on a single commissioning issue report. If a single commissioning issue report is used for multiple commissioning compliance issues, each device shall be identified in the report, and the total number of devices at issue shall be identified.
    b. Complete and submit Part 1 of the commissioning compliance issue report immediately when the condition is observed.
    c. Record the commissioning compliance issue report number and describe the deficient condition on the data form.
    d. Resolve commissioning compliance issues promptly. Complete and submit Part 2 of the commissioning compliance issue report when issues are resolved.

6. Diagnose and correct failed test demonstrations as follows:

    a. Perform diagnostic tests and activities required to determine the fundamental cause of issues observed.
    b. Record each step of the diagnostic procedure prior to performing the procedure. Update written procedure as changes become necessary.
    c. Record the results of each step of the diagnostic procedure.
    d. Record the conclusion of the diagnostic procedure on the fundamental cause of the issue.
    e. Determine and record corrective measures.
    f. Include diagnosis of fundamental cause of issues in commissioning compliance issue report.

7. Retest:

    a. Schedule and repeat the complete test procedure for each test demonstration for which acceptable results are not achieved. Obtain signature of Owner's witness on retest data forms. Repeat test demonstration until acceptable results are achieved. Except for issues that are determined to result from design errors or omissions, or other conditions beyond Contractor's responsibility, compensate Owner for direct costs incurred as the result of repeated test demonstrations to achieve acceptable results.
    b. For each repeated test demonstration, submit a new test data form, marked "Retest."

8. Do not correct commissioning compliance issues during test demonstrations.

    a. Exceptions will be allowed if the cause of the issue is obvious and resolution can be completed in less than **15** minutes. If corrections are made under this exception, note the deficient conditions on the test data form and issue a commissioning compliance issue report. A new test data form, marked "Retest," shall be initiated after the resolution has been completed.

3.6 COMMISSIONING MEETINGS

A. Commissioning Authority will schedule and conduct commissioning meetings. Comply with requirements in Section 013100 "Project Management and Coordination."

3.7 SEQUENCING

A. Sequencing of Commissioning Verification Activities: For a particular material, item of equipment, assembly, or system, perform the following in the order listed unless otherwise indicated:

1. Construction Checklists:

a. Material checks.
b. Installation checks.
c. Startup, as appropriate. Some startup may depend on component performance. Such startup may follow component performance tests on which the startup depends.
d. Performance Tests:

1) Static tests, as appropriate.
2) Component performance tests. Some component performance tests may depend on completion of startup. Such component performance tests may follow startup.
3) Equipment and assembly performance tests.
4) System performance tests.
5) Intersystem performance tests.

2. Commissioning tests.

B. Before performing commissioning tests, verify that materials, equipment, assemblies, and systems are delivered, installed, started, and adjusted to perform according to construction checklists.

C. Verify readiness of materials, equipment, assemblies, and systems by performing tests prior to performing test demonstrations. Notify Architect if acceptable results cannot be achieved due to conditions beyond Contractor's control or responsibility.

D. Commence tests as soon as installation checks for materials, equipment, assemblies, or systems are satisfactorily completed. Tests of a particular system may proceed prior to completion of other systems, provided the incomplete work does not interfere with successful execution oftest.

3.8 SCHEDULING

A. Commence commissioning process as early in the construction period as possible.

B. Commissioning Schedule: Integrate commissioning activities into Construction Schedule. See Section 013200 "Construction Progress Documentation."

1. Include detailed commissioning activities in monthly updated Construction Schedule and short-interval schedule submittals.
2. Schedule the start date and duration for the following commissioning activities:

    a. Submittals.
    b. Preliminary operation and maintenance manual submittals.
    c. Installation checks.
    d. Startup, where required.
    e. Performance tests.
    f. Performance test demonstrations.
    g. Commissioning tests.
    h. Commissioning test demonstrations.

3. Schedule shall include a line item for each installation check, startup, and test activity specific to the equipment or systems involved.
4. Determine milestones and prerequisites for commissioning process. Show commissioning milestones, prerequisites, and dependencies in monthly updated critical-path-method construction schedule and short-interval schedule submittals.

C. Two-Week Look-Ahead Commissioning Schedule:

1. Two weeks prior to the beginning of tests, submit a detailed two-week look-aheadschedule. Thereafter, submit updated two-week look-ahead schedules weekly for the duration of commissioning process.
2. Two-week look-ahead schedules shall identify the date, time, beginning location, Contractor personnel required, and anticipated duration for each startup or test activity.
3. Use two-week look-ahead schedules to notify and coordinate participation of Owner's witnesses.

D. Owner's Witness Coordination:

1. Coordinate Owner's witness participation via Architect.
2. Notify Architect of commissioning schedule changes at least [**two**] <**Insert number**> work days in advance for activities requiring the participation of Owner's witness.

3.9 COMMISSIONING REPORTS

A. Test Reports:

1. Pre-startup reports include observations of the conditions of installation, organized into the following sections:

    a. Equipment Model Verification: Compare contract requirements, approved submittals, and provided equipment. Note inconsistencies.

b. Preinstallation Physical Condition Checks: Observe physical condition of equipment prior to installation. Note conditions including, but not limited to, physical damage, corrosion, water damage, or other contamination or dirt.
c. Preinstallation Component Verification Checks: Verify components supplied with the equipment, preinstalled or field installed, are correctly installed and functional. Verify external components required for proper operation of equipment correctly installed and functional. Note missing, improperly configured, improperlyinstalled, or nonfunctional components.
d. Summary of Installation Compliance Issues and Corrective Actions: Identify installation compliance issues and the corrective actions for each. Verify thatissues noted have been corrected.
e. Evaluation of System Readiness for Startup: For each item of equipment for each system for which startup is anticipated, document in summary form acceptable to Owner completion of equipment model verification, preinstallation physical condition checks, preinstallation component verification checks, and completion of corrective actions for installation compliance issues.

2. Test data reports include the following:

a. "As-tested" system configuration. Complete record of conditions under which the test was performed, including, but not limited to, the status of equipment, systems, and assemblies; temporary adjustments and settings; and ambient conditions.
b. Data and observations, including, but not limited to, data trend logs, recorded during the tests.
c. Signatures of individuals performing and witnessing tests.
d. Data trend logs accumulated overnight from the previous day of testing.

3. Commissioning Compliance Issue Reports: Report as commissioning compliance issues results of tests and test demonstrations that do not comply with acceptance criteria. Report only one issue per commissioning compliance issue report. Use sequentially numbered facsimiles of commissioning compliance issue report form included in this Section, or other form approved by Owner. Distribute commissioning compliance issue reports to parties responsible for taking corrective action. Identify the following:

a. Commissioning compliance issue report number. Assign unique, sequential numbers to individual commissioning compliance issue reports when they are created, to be used for tracking.
b. Action distribution list.
c. Report date.
d. Test number and description.
e. Equipment identification and location.
f. Briefly describe observations about the performance associated with failure to achieve acceptable results. Identify the cause of failure if apparent.
g. Diagnostic procedure or plan to determine the cause (include in initial submittal)
h. Diagnosis of fundamental cause of issues as specified below (include in resubmittal).
i. Fundamental cause of unacceptable performance as determined by diagnostic tests and activities.

j. When issues have been resolved, update and resubmit the commissioning issue report forms by completing Part 2. Identify resolution taken and the dates and initials of the persons making the entries.
k. Schedule for retesting.

4. Weekly progress reports include information for tests conducted since the preceding report and the following:

a. Completed data forms.
b. Equipment or system tested, including test number, system or equipment tag number and location, and notation about the apparent acceptability of results.
c. Activities scheduled but not conducted per schedule.
d. Commissioning compliance issue report log.
e. Schedule changes for remaining Commissioning-Process Work, if any.

5. Data trend logs shall be initiated and running prior to the time scheduled for the test demonstration.

a. Trend log data format shall be multiple data series graphs. Where multiple data series are trend logged concurrently, present the data on a common horizontal time axis. Individual data series may be presented on a segmented vertical axis to avoid interference of one data series with another, and to accommodate different axis scale values. Graphs shall be sufficiently clear to interpret data within the accuracy required by the acceptance criteria.
b. Attach to the data form printed trend log data collected during the test or test demonstration.
c. Record, print out, and attach to the data form operator activity during the time the trend log is running. During the time the trend log is running, operator intervention not directed by the test procedure invalidates the test results.

6. System Alarm Logs: Record and print out a log of alarms that occurred since the last log was printed. Evaluate alarms to determine if the previous day's work resulted in any conditions that are not considered "normal operation."

a. Conditions that are not considered "normal operation" shall be reported on a commissioning issue report attached to the alarm log. Resolve as necessary. The intent of this requirement is to discover control system points or sequences left in manual or disabled conditions, equipment left disconnected, set points left with abnormal values, or similar conditions that may have resulted from failure to fully restore systems to normal, automatic control after test completion.

3.10 CERTIFICATE OF CONSTRUCTION-PHASE COMMISSIONING PROCESS COMPLETION

A. When Contractor considers that construction-phase commissioning process, or a portion thereof which Owner agrees to accept separately, is complete, Contractor shall prepare and submit to Owner and Commissioning Authority through Architect a comprehensive list of items to be completed or corrected. Failure to include an item on such list does not alter Contractor's responsibility to compete commissioning process.

B. On receipt of Contractor's list, Commissioning Authority will make an inspection to determine whether the construction-phase commissioning process or designated portion thereof is complete. If Commissioning Authority's inspection discloses items, whether included on Contractor's list, which is not sufficiently complete as defined in "Construction-Phase Commissioning Process Completion" Paragraph in the "Definitions" Article, Contractor shall, before issuance of the Certificate of Construction-Phase Commissioning Process Completion, complete or correct such items on notification by Commissioning Authority. In such case, Contractor shall then submit a request for another inspection by Commissioning Authority to determine construction-phase commissioning process completion.

C. Contractor shall promptly correct deficient conditions and issues discovered during commissioning process. Costs of correcting such deficient conditions and issues, including additional testing and inspections, the cost of uncovering and replacement, and compensation for Architect's and Commissioning Authority's services and expenses made necessary thereby, shall be at Contractor's expense.

D. When construction-phase commissioning process or designated portion is complete, Commissioning Authority will prepare a Certificate of Construction-Phase Commissioning Process Completion that shall establish the date of completion of construction-phase commissioning process. Certificate of Construction-Phase Commissioning Process Completion shall be submitted prior to requesting inspection for determining date of Substantial Completion.

END OF SECTION 019113

APPENDIX 5 – ART IN PUBLIC PLACES (APP) PROCEDURES NO. 358 (01/20)

ART IN PUBLIC PLACES (APP) PROCEDURES

SUMMARY

The Art in Public Places (APP) program is a requirement for all capital projects of Miami-Dade County and each municipality in Miami-Dade County that develop new government buildings that shelter people in a wholly or partially enclosed manner and serve a public purpose. New government buildings include newly constructed structures built by and/or for the County or a municipality, prefabricated structures procured for public use, and existing buildings that are converted to a new use. The County Code requires that 1½% of the capital cost of new government buildings be dedicated to public art projects through the APP program. This procedure explains:

- how to work with the Department of Cultural Affairs to implement the APP requirement;
- the processes to follow for repairing, restoring and inventorying public art works;
- procedures for municipalities to comply with the APP requirement;
- procedures for private sector capital development on land owned by local government or on private property with the building owned by local government;
- procedures for accessioning and deaccessioning artworks in the Public Art Collection; and
- "Frequently Asked Questions" that are based on policies established by the Department of Cultural Affairs and a series of opinions issued by the Office of the County Attorney to help clarify the requirements of the APP program.

PROCEDURE

General Information for Implementing APP Projects

1. Contact the Department of Cultural Affairs to set up a meeting to confirm the eligibility of the capital project for the APP program and for the Department of Cultural Affairs to review a complete capital budget for the project and to confirm that an accurate calculation of the APP contribution has been made.
2. All capital costs are included in the calculation of the 1½% APP allocation, including but not limited to:
   - architectural and engineering fees;
   - specialty consulting fees;
   - capital project management fees (for County and/or contracted services)
   - construction costs (including all systems and features that make a facility functional);
   - site work;
   - allowance accounts (e.g., permitting, surveying, inspections); and
   - contingency allowance(s).

   The only exclusions are land acquisition and subsequent changes to the construction contract through change orders that do not involve a major change in the project's scope.
3. Departments convey funds to APP from the moment the department receives spending authority for the capital project, upon award of design contract and/or construction contract.

APP will work with department to determine the best approach and timing for the conveyance of the funds to the Department of Cultural Affairs.

4. APP funds are used by the Department of Cultural Affairs for commissioning works of art, APP program administrative costs, and repair and restoration expenses.
5. Municipal, state, federal, private and other non-County funds for a capital project are subject to the 1½% public art requirement.
6. APP may use funds generated from a construction project for acquisition of art works for other government facilities throughout the County. Every effort is made to use funds generated by a department's project within that department.
7. Projects done through development agreements (i.e., the County contracts with another party to develop a building that the County will own now or in the future) are subject to the APP requirement.
   - All solicitations for and resulting development agreements must include the following language provided by APP regarding the requirement to transfer public art funds to Art in Public Places:

     Art in Public Places. This Project is subject to the Art in Public Places ("APP") provisions in Section 2.11.15 of the Miami-Dade County Code and Administrative Order 3-11, as managed by the Miami-Dade County Department of Cultural Affairs ("Department of Cultural Affairs") pursuant to Procedure 358 in the Miami-Dade County Procedures Manual ("Procedures Manual"). The Developer shall transmit 1.5% of the Project costs for all development on County land (as outlined in the Procedures Manual) to the Department of Cultural Affairs for the implementation of the APP program. The Developer is required to work collaboratively with the Department of Cultural Affairs on the implementation of the APP program pursuant to the requirements of said program. The referenced documents can be accessed at:

     https://library.municode.com/fl/miami_-_dade_county/codes/code_of_ordinances
     http://www.miamidade.gov/ao/home.asp?Process=alphalist
     http://intra.miamidade.gov/managementandbudget/library/procedures/358.pdf

Tools for Departments to Implement APP

1. A completed APP Capital Project Budget Allocation Worksheet must be submitted by departments to the Department of Cultural Affairs as soon as a capital project budget is developed and prior to design contract and construction award. APP staff will confirm the accuracy of the calculation of the APP requirement for the project (see sample "APP Capital Budget Allocation Worksheet" at http://www.miamidadepublicart.org/#tools; this form also is available from APP staff).

2. The following language must be included by departments in all RFQs and RFPs for capital projects requesting design, construction, public-private development, and or project management services:

   This project 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).

3. All agreements between successful bidders and County departments for design, construction, and or land-lease development services shall include APP's approved language for **"Basic Project Coordination with APP Requirements**" under "General Conditions Section 01042 - Art in Public Places Coordination." This language shall apply to all County contracts with design firms, construction companies, design-build firms, and development agreements on County-owned land. For a sample of this language, please refer to http://www.miamidadepublicart.org/#tools.

   County departments are encouraged to contact APP to receive the most up to date version of APP applicable coordination language for inclusion in their project's agreement.
4. Examples of prior APP projects, the list of members of the APP Trust and other APP background information can be found at www.miamidadepublicart.org.

The APP Artists Selection Process

1. APP works collaboratively with departments on developing the artists' selection process:
   - To identify opportunities for public art in a project (with departments' project managers, planners and architects);
   - To understand the unique features of the department's capital project (e.g., community impact, timetable requirements, etc.); and
   - To draft the "Call to Artists" (i.e., the APP request for artists' qualifications and/or proposals).
2. An APP Professional Advisory Committee (PAC) is convened to review artists' submissions and to make art commissioning recommendations to the APP Trust. PAC members are arts and design professionals appointed by the APP Trust.
   - Departments attend and participate in the PAC selection process (especially, project managers/architects/engineers and representatives from the specific users of the building).
   - Community representatives can participate at the departments' and APP's discretion.
   - The size and scope of the project help determine the opportunities identified for public art and the number of artists that may be selected to work on a project.
3. The PAC's recommendations of artists are approved and finalized by the Art in Public Places Trust (a 15-member board appointed by the Board of County Commissioners).
4. APP staff manages the work of the selected artists and closely coordinates this work with departments' project managers, architects/engineers/specialty consultants and contractors.

Keys to Successful APP Projects

1. Calculation of APP project funds must be done by using the APP Capital Budget Allocation Worksheet in consultation and concurrence with APP staff and based on actual capital project contract awards including but not limited to A&E, consultants' and contractors' awards.
2. It is essential to contact APP as soon as capital project planning begins so that the timetable for the artists' selection process can be coordinated with the overall project's early design work.

3. Departments' full involvement with APP in identifying opportunities for art works, participating in the selection process and developing the art projects helps ensure that departments' needs can be addressed.
4. Departments must include APP requirements and APP-authorized contractual language in all capital projects agreements and contracts.
5. Representatives from departments must be identified for clear, consistent and regular communication and coordination with APP staff for each stage of the work - planning, A&E selection, design, construction, and commissioning; these representatives must have direct access to decision-making authority for APP issues.
6. Departments must keep APP fully informed of capital project developments and especially of changes in order to avoid additional APP costs (e.g., redesign of art works, artists' delay claims, storage costs for art works, etc.); costs associated with failure to communicate with APP are the responsibility of the department.
7. The APP project manager must be included on the department's project management team, the artist(s) on the A&E team and the artist's fabricator/installer on the contractor's team; this is essential to ensure that departments' capital projects and the development of art works remain interlocked (e.g., planning, design and construction of the building is coordinated closely with the development and installation of the art work).

Repair and Restoration

1. Art in Public Places will dedicate 15% of all new public art allocations to a repair and restoration fund that will be utilized for specialized tasks required to restore and/or repair works of art in its collection (i.e., these funds are allocated from within the 1½% of APP funds generated by the capital project). These funds will be replenished on an ongoing basis with proceeds from new commissions.
2. Regular maintenance requirements of the commissioned artwork and the costs of regular maintenance are discussed and coordinated with the department in advance of the project completion to ensure the long-term care of the work and are the responsibility of the department.
3. Contact APP before undertaking maintenance and/or repair of any art work. Works of art may require specialized treatment for upkeep and qualified professionals for maintenance or repair.
4. When a work of art is designed as an integrated part of a building, it simply may require that the department conduct standard cleaning procedures. For example, an artist-designed terrazzo floor typically requires the same kind of maintenance as a regular terrazzo floor and the department is responsible for doing the day-to-day maintenance. Please call APP if there is any question about the care of a department's integrated art work.
5. Art works fabricated from special materials may require specialized maintenance treatment. For example, a bronze or stone work of art must be cleaned and treated with a specific maintenance product of a certain brand. Please call APP for guidance regarding the maintenance of art works made of special materials.
6. It is the departments' responsibility to train cleaning crews regarding the treatment of public art works to ensure proper care; APP is available to provide guidance for this training.
7. It is the departments' responsibility to inform tenants and lessees of their facilities about the care and requirements of public art works and to include provisions in tenant and lease agreements that make tenants and lessees responsible for the cost of repairing damages to public art works that are the result of negligence by the tenant or lessee.

Repair

1. Never attempt to repair an art work.
2. Contact APP immediately to report any damage to an art work and an APP staff member will be responsible for assessing the damage and determining the repair procedures. Please contact David Martinez-Delgado, Department of Cultural Affairs, for assistance (305-375-1067; david.martinez-delgado@miamidade.gov).

Inventory: Departments' Responsibilities

1. Departments are responsible for conducting an annual inventory of their public art works and for reporting the results to APP.
2. Departments must appoint an APP liaison responsible for the annual inventory and annually inform APP regarding contact information for this individual.
3. Departments cannot move or relocate works of art; APP must be contacted if a department wants to move or relocate a work of art.
5. Site specific and/or integrated works of art (i.e., works of art that are incorporated as an integral part of a building or structure) may not be moved without the review and approval of the Art in Public Places Trust. When possible, the Art in Public Places Trust will seek the advice and/or involvement of the artist in regard to the advisability and feasibility of moving her/his work of art.

Inventory: APP's Responsibilities

1. APP annually will provide departments with a list of the art works and locations of the works in the departments to initiate the annual inventory.
2. APP will provide departments with contact information for its Collections Manager who is responsible for the inventory results.
3. APP will respond to departments' requests to move or relocate art works.

Information for Municipalities to Implement APP Projects

1. Municipal governments are required to implement the APP provision set forth in the County Code.
2. Municipalities have the option of enacting their own art in public places programs and administering their own public art projects or working collaboratively with Miami-Dade Art in Public Places for APP to administer, manage and implement their public art projects.
3. If the municipality chooses to implement its own public art projects, the city is responsible for enacting its own art in public places ordinance which adheres to the minimum standards set forth in Section 2-11.15 of the Code of Miami-Dade County ("Code"). APP is available to provide guidance to municipalities in regard to enacting their own ordinances and establishing their programs. The following highlights requirements and guidance for municipal art in public places programs:
   - 1½% of the total capital cost of new government buildings must be allocated for the commission or purchase of artworks as defined in the Code and these procedures;
   - a competitive, quality-based artist selection process must take place and a selection committee with knowledge and expertise in the visual arts must select the art work;
   - APP funds must be used solely for commissioning works of public art and a professional artist must be contracted with to implement the public art project;
   - a percentage of the APP funds may be set aside for program administrative costs and repair and restoration expenses for the public art project. It is recommended that up to 15% of the total public art allocation be set aside for costs associated with administering

the project and up to 15% be set aside for costs associated with the future repair or restoration of the public art project;
- Miami-Dade County Department of Cultural Affairs and its APP staff are available to work with municipalities to assist them and confirm that they are meeting the APP program's requirements;
- Municipalities must consult with Section 2-11.15 of the Code in regard to the minimum standards and notice required to enact and administer their own art in public places program;
- for General Obligation Bond-funded (GOB) projects, APP funds must be spent within the project that generates the APP funds; and
- if a municipality chooses to implement its own public art projects, but requires the technical assistance of Miami-Dade County APP, a negotiated administrative fee can be determined based upon the complexity and duration of the project.

4. If the municipality does not enact its own art in public places program and/or chooses to work collaboratively with Miami-Dade APP to implement the public art requirements, Miami-Dade APP will oversee and provide services, highlighted as follows:
   - work collaboratively with the municipality and its project team to identify opportunities for public art in the facility;
   - draft and distribute Call to Artists;
   - administer artist selection process;
   - coordinate the submission of the recommended artist(s) to the Miami-Dade APP Trust;
   - provide contract language for municipality's architect and contractor contracts to ensure APP coordination;
   - provide technical assistance to the selected artist(s) and serve as liaison between the artist(s) and commissioning municipality and its project team;
   - manage contract negotiations and process payments with artist(s);
   - coordinate installation of art work(s) with the municipality's project managers, architects/engineers/specialty consultants and contractor;
   - if a municipality chooses to work collaboratively with Miami-Dade APP, not less than 15% of the total public art funds will be allocated to Miami-Dade Department of Cultural Affairs for costs associated with its administration of the public art project - this administrative percentage may change in consultation with the Department of Cultural Affairs based on the complexity and duration of the administrative services required for the public art project;
   - should the entirety of the APP management services not be required, a negotiated administrative fee can be determined based upon the level of APP services required and the complexity and duration of the project; and
   - if required by the municipality, the selected artist(s)/artwork(s), along with an alternate recommendation, will be presented to and reviewed by the municipality's governing body prior to the final approval of the Miami-Dade APP Trust.
5. Municipalities will own the resulting public art works and will be responsible for the maintenance, repair (as necessary), and inventorying of public art works. Municipalities can consult with Miami-Dade APP for technical assistance with these responsibilities.
6. County facilities located, or intended to be located, within the boundaries of a municipality are governed solely and exclusively by the Miami-Dade County Art in Public Places program.

Information for Private Sector Capital Development on Land Owned or Leased by Local Government or on Private Property with the Building Owned, Leased or Operated by Local Government

1. Capital projects done through agreements with a private entity, including but not limited to leases or development agreements (i.e., the local government contracts with another party to develop a building that the local government will own now or in the future), are subject to the APP requirement if:
   - The project meets the eligibility criteria for the public art requirement (e.g., it is a building that shelters people in a wholly or partially enclosed manner); and
   - The project serves a public purpose whether operated by local government or on its behalf, by a private operator; and/or
   - The project relies on surrounding or adjacent local government buildings to function and is an integral component of the overall infrastructure of a public complex (e.g., a cargo facility at the airport);
   - The project advances a public policy objective (e.g., an office building or residential development that encourages public transit ridership); and/or
   - The project enhances a patron experience at a local government facility (e.g., a restaurant).

   Capital projects that are done through agreements with a private entity, including but not limited to leases or development agreements, may not be eligible for the art in public places requirement if the project meets the following criteria:
   - The agreement between the local government and the private entity has a provision that allows the private entity the option to purchase the facility; and/or
   - The project has no public purpose and is not part of a complex of surrounding or adjacent local government buildings that function as a public complex and/or does not enhance a patron experience at a local government facility.
2. Capital projects that include complexes in which one or more of the buildings and/or a portion of a building meet the criteria for the APP requirement need to comply with the APP requirement for those eligible buildings and/or eligible portions of the building (e.g., a public parking garage built as a part of a private development complex that otherwise may not be subject to the APP requirement).
3. Determinations as to the applicability of the public art requirement are made by the Director of the Miami-Dade Department of Cultural Affairs, are based on the section 2-11.15 of the County Code, Administrative Order 3-11 and the Miami-Dade Procedures Manual (Procedure No. 358), and may be considered by the Review Committee as set forth in Administrative Order 3-11, prior to consideration of the Board of County Commissioners.
4. Private entities must work collaboratively with Miami-Dade APP to oversee the artist commissioning process to ensure the highest level of artistic quality and adherence to the program's requirements, as outlined in these procedures. APP will oversee and provide services, highlighted as follows:
   - work collaboratively with the private entity and its project team to identify opportunities for public art in the facility;
   - work with the private entity to calculate the APP project funds, using the APP Capital Budget Allocation Worksheet based on actual capital project contract awards including but not limited to A&E, consultants' and contractors' awards;
   - provide the private entity with a payment schedule for the conveyance of the APP project funds to the Department of Cultural Affairs;
   - draft and distribute the Call to Artists;

- administer the artist selection process;
- coordinate the submission of the recommended artist(s) for the review and approval of the Miami-Dade APP Trust;
- provide contract language for private entity's architect and contractor agreements to ensure APP coordination; and
- provide technical assistance to the selected artist(s) and serve as liaison between the artist(s) and commissioning private entity and its project team.

Once an artist is commissioned, the private entity may choose to oversee the implementation of approved public art projects or work collaboratively with Miami-Dade APP for it to oversee and provide services for the project's implementation. If APP administers the entire project, the private entity shall remit an amount not less than 15% of the total public art funds to the Miami-Dade Department of Cultural Affairs for costs associated with its administration of the public art project; this administrative percentage may change at the discretion of the Department of Cultural Affairs based on the complexity and duration of the administrative services required for the public art project. Should the entirety of the APP management services not be required, a negotiated administrative fee can be determined based upon the level of APP services required and the complexity and duration of the project. If APP oversees the implementation, APP's services are highlighted as follows:

- manage contract negotiations and process payments with artist(s);
- coordinate the installation of art work(s) with the private entity's project managers, architects/engineers/specialty consultants and contractor; and
- oversee the artist's work on design, fabrication, installation and commissioning of the art work(s).

6. The private entity must commit 15% of the total public art allocation for costs associated with the future repair and restoration of the public art project and remit the funds to the Miami-Dade County Department of Cultural Affairs for this purpose, no later than the art work's completion.
7. Miami-Dade County will own the resulting public art work(s) and will be responsible for costs associated with the implementation of repairs (as necessary and as long as repairs are not the result of negligence on the part of the private entity, in which case the cost of repairs is the responsibility of the private entity), and inventorying of the public art work(s).
8. Regular maintenance requirements of the commissioned art work(s) and their costs are the responsibility of the private entity. These needs will be discussed and coordinated with the private entity in advance of the project completion to ensure the long-term care of the work.
9. Works of public art may not be moved without the review and approval of Art in Public Places. Site specific and/or integrated works of art (i.e., works of art that are incorporated as an integral part of a building or structure) may not be moved without the review and approval of the Art in Public Places Trust. When possible, the Art in Public Places Trust will seek the advice and/or involvement of the artist in regard to the advisability and feasibility of moving her/his work of art.

<u>Accession Procedures</u>

1. Accessioning is the formal acceptance of an artwork into the Miami-Dade County Art in Public Places Collection (Collection). Accessioning artwork into the Collection indicates the intent to apply professional standards of care, display, and maintenance over the life of the artwork, or until the artwork is no longer displayable and is deaccessioned from the Collection.
2. Artworks will be entered into the Collection inventory as soon as a commissioning or purchasing contract is executed and these inventory entries will be annotated as "works in progress" with periodic updates included as necessary to describe the status of completion

accurately. Artworks will be annotated as fully accessioned in the Collection inventory only upon completion of all facets of the commissioning or purchasing contract or of the required review process for gifts and other artworks. Conditions, restrictions, or limitations cannot be attached to the accessioning that would limit the use of the artwork.

3. The signed contract transferring title for the artwork and clearly defining the rights and responsibilities of all parties will accompany every acquisition.
4. Acquisitions result from:
   - Projects of the Miami-Dade County Art in Public Places Program pursuant to Section 2.11.15 of the Miami-Dade County Code;
   - Gifts with a fair market value greater than $1,000, which will be reviewed and accessioned in accordance with the Miami-Dade County Administrative Order No. 1-3;
   - Gifts with a fair market value less than $1,000 that are reviewed and accepted by the Art in Public Places Trust; or
   - Other artworks, including but not limited to work that are un-accessioned items found in the existing Public Art Collection or in the possession of Miami-Dade County government that are determined to have sufficient artistic merit and recommended for inclusion in the Miami-Dade County Public Art Collection. Factors considered in making this recommendation include: the quality of the work; the artist's intent for the work to be considered a stand-alone art work; the degree to which the design, materials and execution of the work constitutes a finished work of art; the suitability of the work to be placed on public display in furtherance of the mission of the APP program; and the commitment to exercising accountability and care for works of art created through the APP commissioning process and/or owned by the County. These artworks must be reviewed and accepted by the Art in Public Places Trust.
5. All acquisitions will be entered into the Collection inventory and added to the Internal Services Department (ISD) Capital Inventory Record.
6. Once the Art in Public Places program takes possession of an artwork, it should have the sole right to determine how and when that artwork is shown, safeguarded, or de-accessioned, subject to its professional practices and policies and in accordance with County policy.

<u>Deaccession Procedures</u>

1. The deaccessioning of artwork is the removal of an object from the Miami-Dade County Art in Public Places Collection. This includes the removal of the artwork from its public site, removal from the maintenance cycle, and moving of records, both hard copy and electronic, into a Deaccessioned Collection file and as required by Miami-Dade County Administrative Order No. 8-2, transferred into the archived portion of the ISD Capital Inventory Record. Deaccessioning will be considered only after a careful evaluation of the artwork within the context of the Collection as a whole and will be consistent with Miami-Dade County Administrative Order No. 8-2 – Care, Control and Disposal of County Property. Only the Miami-Dade County Art in Public Places Trust has the authority to deaccession artworks in the Art in Public Places Collection.
2. Once an artwork has been accessioned, it may not be deaccessioned on the basis of content.
3. An artwork may be considered for deaccession under the following conditions only:
   - The artwork cannot be located after reasonable and diligent searches. As required by Miami-Dade County Administrative Order No. 8-2, a police report must be filed for unlocated artwork(s) and an investigation report and recommendation must be submitted to ISD;

- The artwork has been damaged beyond repair, damaged to the extent that it no longer represents the artist's intent, or damaged to the extent that the expenses of restoration and repair are found to equal or exceed current market value of the artwork. As required by Miami-Dade County Administrative Order No. 8-2, a police report must be filed for damaged or destroyed artwork(s) and an investigation report and recommendation must be submitted to ISD;
- The artwork is not, or is only rarely, on display due to lack of a suitable site;
- For site-integrated or site-specific artworks, the site for which the artwork was specifically created is structurally or otherwise altered and can no longer accommodate the artwork, is made publicly inaccessible as a result of new construction, demolition, or security enhancement, or has its surrounding environment altered in a way that significantly and adversely impacts the artwork;
- For site-integrated or site-specific artworks, the site for which the artwork was specifically created is sold or acquired by an entity other than Miami-Dade County;
- The artwork was purchased as a semi-permanent acquisition and the County's predetermined period of obligation is terminated;
- There is a documented history of incident(s) that shows the artwork is a threat to public safety;
- The artist legally exercises the right of disassociation granted by the Visual Artists Rights Act of 1990, preventing the use of his or her name as the creator of the artwork;
- The artwork requires excessive maintenance and/or the condition or security of the artwork cannot be reasonably guaranteed;
- The artwork has been determined by the Art in Public Places Trust deaccession process to be of inferior quality relative to the quality of other works in the Collection or the County wishes to replace the artwork with a work of more significance by the same artist; and/or
- At the time of accessioning, complete information on the provenance of the artwork was not available, or more information has since become available, indicating that the artwork should not be part of the Miami-Dade County Art in Public Places Collection.

4. Department of Cultural Affairs staff will prepare a written recommendation for deaccession of artworks from the Collection based on one or more of the conditions in Section 3 above for review and evaluation by the Miami-Dade County Art in Public Places Professional Advisory Committee (Professional Advisory Committee), and subsequent review, evaluation and action by the Art in Public Places Trust. The staff reserves the option of hiring a consultant for advice on specific elements of the artwork being considered through the deaccession process.
5. Artists whose work is being considered for deaccession shall be notified by mail using the current address provided by the artist. Artists also shall be notified of the recommendation of the Professional Advisory Committee and of the Art in Public Places Trust meeting scheduled to consider this recommendation.
6. All legal documents relating to the artwork, including but not limited to contracts with the artist and agreements related to a donation of the artwork as applicable, will be consulted as part of the deaccession process. When applicable and feasible, the donor of an artwork under consideration for deaccessioning will be notified.
7. At a Professional Advisory Committee meeting, Miami-Dade County Department of Cultural Affairs staff will present reports on artworks to consider for deaccession that include:
   - Reasons for the suggested deaccession accompanied by such other documentation and information as may be relevant;
   - Acquisition method, cost, and estimated current market value;
   - Documentation of correspondence with the artist;

- Photo documentation of site conditions (if applicable);
- In the case of damage, a report that includes the official police and investigation reports and recommendation, and documents the original cost of the artwork, estimated market value, and the estimated cost of repair; and/or
- In the case of theft or loss, the official police and investigation report and recommendation, including when possible, a report prepared by the agency responsible for the site of the loss.

8. The Professional Advisory Committee will then make a recommendation to the Miami-Dade County Art in Public Places Trust, including actions regarding the disposition of the artwork pursuant to Section 9 below. If the Professional Advisory Committee recommends that an artwork be retained, an explanation stating the Committee's reasons and recommendations shall be set forth in the minutes of the Committee's meeting and shall be submitted to the Art in Public Places Trust. The Trust may decide to seek additional information.
9. The decision to deaccession artwork will result from a resolution requiring a majority vote by the Miami-Dade County Art in Public Places Trust. Upon this decision to deaccession artwork, the Trust will consider what action should be taken, with priority given to public benefit from the Collection. Every step will be taken to arrive at a mutual balance between observing the rights of the artist and public benefit. Actions will be consistent with Miami-Dade County Administrative Order No. 8-2 and may include:
    - Trade through artist, gallery, museum, or other institutions for one or more other artwork(s) of comparable value by the same artist or to reduce the purchase price of a replacement artwork;
    - Long-term or permanent loan offered first to other governmental units and then, to eligible community based organizations, such as museums or educational/non-profit institutions, subject to being afforded equal participation opportunity to review and select the artwork(s);
    - Donation first to other governmental units and then, to eligible community based organizations, such as museums or educational/non-profit institutions, subject to being afforded equal participation opportunity to review and select the artwork(s);
    - Sale to interested potential bidders with "first offer" right to governmental units located within Miami-Dade County, in compliance with Administrative Order No. 8-2 governing surplus County property. Any pre-existing contractual agreements between the artist and the County regarding resale shall be honored, including but not limited to the original artist's having first right of refusal to purchase his or her artwork at its current market value;
    - In special situations, the Miami-Dade County Art in Public Places can negotiate the transfer of an artwork to another entity. For site-integrated or site-specific artworks, when the site for which the artwork was specifically created is sold or acquired by an entity other than Miami-Dade County, the ownership of the artwork can transfer to that entity. Artwork in the Public Art Collection should be in exhibitable condition and continue to reflect the artist's original intent. Should the artwork selected for transfer need to be repaired cleaned, or restored, the negotiated transfer will include conservation provisions and, unless negotiated otherwise, the receiving entity pays for the restoration. The receiving entity should have an art plan that defines their commitment to the artist and the continued care of the artwork; and/or
    - For artwork(s) not able to be disposed of by the methods outlined above, destruction or recycling of materials comprising the artwork, in accordance with Chapter 274 of the Florida Statutes, so that no piece is recognizable as part of that artwork.

10. In the event the artist disagrees with the decision of the Miami-Dade County Art in Public Places Trust, the artist may request reconsideration of the deaccession. This request must be filed in writing with the Miami-Dade County Department of Cultural Affairs within 30 days of the Trust's deaccession decision, and it must be based on information that was not considered during the Professional Advisory Committee's and the Art in Public Places Trust's meetings on the deaccession.
11. The Miami-Dade County Department of Cultural Affairs will work cooperatively with the Internal Services Department, Fixed Assets & Division Operations section of the County regarding the implementation of this policy for deaccessioned artworks and will notify ISD about all actions under formal consideration and taken by the Miami-Dade County Art in Public Places Trust affecting artwork(s) in the County's inventory.
12. A report will be sent to the County Mayor, Board of County Commissioners and ISD regarding the Miami-Dade County Art in Public Places Trust's action(s) regarding deaccessioned artworks.
13. The artwork, or its remains, shall be disposed of by the Miami-Dade County Art in Public Places staff, or its agents, upon deaccession action. It is the obligation of the Miami-Dade County Art in Public Places Program to ensure that all disposals with regard to the Collection be formally and publicly conducted and adequately documented in accordance with applicable provisions of the Florida Statutes and the Code of Miami-Dade County utilizing a variety of disposal methodologies.
14. A permanent record of the artwork's inclusion in the Miami-Dade County Art in Public Places Collection, and reasons for its removal, shall be maintained in a Deaccessioned Collection file, and will be kept as a separate section of the Miami-Dade County Art in Public Places Collection records. Miami-Dade County Department of Cultural Affairs staff will notify ISD Fixed Assets & Division Operations section of all deaccessioned artwork(s) so that the artwork(s) can be deleted from the Department's Capital Inventory Record.
15. No artworks shall be sold or traded to a member of a governing body or staff of Miami-Dade County government including the members of the Miami-Dade County Art in Public Places Trust and its Professional Advisory Committee, consistent with Miami-Dade County conflict of interest policies.
16. All proceeds from the sale of any artwork from the Miami-Dade County Art in Public Places Collection shall be deposited in the Art in Public Places Trust Fund. Funds from artwork sales may be used in any manner consistent with the enabling legislation of the Art in Public Places program and County policies regarding public artwork.

<u>Frequently Asked Questions</u>

1. Applicable Projects and Costs.
   - What if we are uncertain about whether the APP requirement applies to a project or components of a project?
   - Call APP staff if you have any questions about the APP requirements. In addition, the FAQs below may provide answers to your questions.
2. Contingency Allowances.
   - Are contingency allowances covered by the APP requirement, even if eventually they are not used or fully used for the project.
   - Yes. The APP allocation is calculated and transferred to APP upon the award of the contract.
3. Calculation of APP Amount.
   - How does a capital project accurately calculate the 1 ½% APP requirement amount?

- A completed APP Capital Project Budget Allocation Worksheet must be submitted by departments to the Department of Cultural Affairs as soon as a capital project budget is developed and prior to design contract and construction award. APP staff will confirm the accuracy of the calculation of the APP requirement for the project and the final Worksheet must be signed by the department and the Department of Cultural Affairs (see sample "APP Capital Budget Allocation Worksheet" at http://www.miamidadepublicart.org/#tools; this form also is available from APP staff).

4. Project Changes
   - Are the costs associated with significant changes in a project's scope and budget subject to the APP requirement?
   - Yes. Typically, regular additive change orders are subject to the APP requirement as they are paid for from the project contingency allowance which is covered by the APP requirement. More significant scope additions which are accompanied by increases to the project's capital budget are subject to the APP requirement.
5. Inspector General.
   - In calculating the APP allocation, should the Inspector General cost be included in the base for the APP calculation?
   - Yes, the APP calculation is taken against the total contract amount.

6. Capital Outlay Reserve Funds (CORF).
   - Are construction projects funded by the Capital Outlay Reserve Fund covered by the APP requirement?
   - Yes. The APP requirement applies to all County construction projects for new buildings.
7. Funding Sources That Disallow Public Art.
   - Does the APP requirement apply to construction projects that are funded by grants or other sources which disallow public art?
   - If a grant or another funding source specifically prohibits the use of funds for compliance with the APP requirement, the department must use other funds to satisfy the APP requirement.
8. General Obligation Bond (GOB) Projects.
   - Does the APP requirement apply to GOB projects?
   - Yes, the APP requirement applies to all County construction projects for new buildings. In addition, the APP requirement applies to GOB projects for new buildings done by municipal governments.
9. Capital Work Done by the County.
   - Does the APP requirement apply to the cost of architectural and engineering services performed by County personnel and to the cost of in-house construction labor, materials, and/or machinery?
   - Yes. The APP requirement applies to the construction cost of new government buildings regardless of the source of funds for the project.
10. Private Sector-Funded Projects.
    - Does the APP requirement apply to buildings financed and constructed on County property by private sector investors?
    - Yes. The APP requirement applies to the construction cost of new government buildings regardless of the source of funds for the project. Please see the section "Information for Private Sector Capital Development on Land Owned or Leased by Local Government or on Private Property with the Building Owned, Leased or Operated by Local Government."

- What happens if the APP funds are not included in the development agreement with the private sector and/or are not collected by the department from the private sector?
- The department will need to convey the funds for the APP requirement from another revenue source.

11. Conveyance of APP Funds.
    - When are funds conveyed to APP? Whom do we contact for details about conveying funds?
    - Funds are conveyed to APP when the department receives spending authority for the capital project. For example, when an A&E contract is authorized, 1½% of the contract must be conveyed to APP. Please contact Patricia Romeu, Department of Cultural Affairs, for instructions to convey funds (305-375-5920; romeu@miamidade.gov).
12. Cancellation of Capital Projects
    - Do APP costs incurred to date need to be covered by the department if the capital project is cancelled?
    - Yes.
13. Demolition.
    - Does the APP requirement apply to demolition costs?
    - Yes, if demolition is part of a construction project that is covered by the APP requirements.
14. Building Additions.
    - Are additions to an existing structure covered by the APP requirement?
    - Yes, additions are considered to be “new government buildings.”
15. Building Adaptations.
    - Are existing buildings that are acquired and converted for a new governmental use covered by the APP requirement?
    - Yes, the acquisition cost of the building (excluding the estimated cost of the land) and the capital costs of the conversion of the building for a new governmental use are covered by the APP requirement.
16. Structures
    - Does APP cover structures that are built by or for the County that serve the public (e.g., parks, playgrounds, bridges, pre-fabricated shells, utilities buildings, etc.)?
    - Yes, if the structure is intended to be used directly by the public.
17. Equipment.
    - Are equipment costs subject to the APP requirement?
    - Yes. The APP requirement covers all systems and features that make a facility functional, even if the equipment is acquired through a separate contract.
18. Parking Garages.
    - Does the APP requirement apply to a parking garage?
    - Yes.
19. Roadways, Sidewalks Parking and Site Improvements.
    - Does the APP requirement apply to roadways, sidewalks, parking and site improvements?
    - Yes, if the roadways, sidewalks, parking (e.g., parking lots) and site improvements (e.g., site lighting, signage, etc.) are part of a construction project that is covered by the APP requirement.
20. Selection of Art Must Be by APP.
    - Can a department satisfy the APP requirement by selecting and purchasing an artwork itself?

- No. Works of art must be selected in compliance with the process required by the APP program and overseen by the APP Trust and staff. Please see the section, "The APP Artists Selection Process" on page 2.

21. Adherence to the Art in Public Places Requirement.
    - Can departments waive the APP requirement?
    - No. Section 2-11.15 of the Miami-Dade County Code sets forth the requirements for the APP program and provides that only the Board of County Commissioners has the authority to waive the APP requirement. Administrative Order 3-11 prescribes a process involving a Review Committee which can be convened to conduct a hearing of a request for a waiver and states that the Review Committee will evaluate such requests as follows: "If the facility does not conform to the definition of 'new governmental building' a waiver will be recommended to the Board of County Commissioners. Only the BCC is authorized to grant waivers. Waivers must be secured prior to the award of the construction contract."
22. Required Art in Public Places Language
    - Can departments change the required APP language that is provided in this Procedure?
    - No, departments must use the following language in all solicitations for APP eligible capital projects:

      This project 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).
23. Unsuitable Locations.
    - Does the APP requirement apply to a new building that may not provide a suitable location for a public artwork and may the APP funds be transferred for expenditure to another site?
    - Yes. The APP requirement covers all new government buildings. There is no requirement in Section 2-11.15 of the Miami-Dade County Code that artworks be located at the site of the project that funded the artwork. APP will work with departments to identify suitable alternative locations.
24. Donations of Artwork.
    - What is the process for departments to accept donations of art work(s)?
    - The process for accepting gifts of art works is covered by Administrative Order No. 1-3. It requires that the APP Trust and its Professional Advisory Committee review and provide the department with a recommendation for all donations of artwork or commemorative and/or memorial structures of artistic merit, valued in excess of $1,000. The donation of art work(s) does not satisfy the APP requirement for an eligible capital project.

CONTACT(S):
Department/Division
Department of Cultural Affairs

REFERENCE DOCUMENT(S):
Section 2-11.15 of the Miami-Dade County Code
Administrative Order 3-11, Art in Public Places Program Implementation and Fund Transfer Procedure

Administrative Order No. 8-2, Care, Control and Disposal of County Property
Administrative Orders No. 1-3, Gifts to the County
Copies of all County Attorney Opinions related to these procedures are maintained by the Department of Cultural Affairs

AFFIDAVITS

FAIR SUBCONTRACTING PRACTICES

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

It is the policy of Perez & Perez Architects Planners, Inc. to promote diversity in the use of Subcontractors on Miami-Dade County projects and to allow opportunities for subcontracting to as many qualified Subcontractors as possible who are local having headquarters located in Miami-Dade County or having a place of business located in Miami-Dade County from which the subcontract will be performed provide professional services subject to Section 287.055, Florida Statutes, and Section 2-10.4 of the Code of Miami-Dade County.

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

Signature of Authorized Representative: _____

Title: President/Principal Date: 02/21/2023

Proposer's Name: Daniel Perez-Zarraga, AIA

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 1/30/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Butler, Buckley, Deets, Inc.
6161 Blue Lagoon Dr Suite 420
Miami FL 33126

CONTACT NAME: James Blough
PHONE (A/C, No, Ext): 305-262-0086 FAX (A/C, No): 305-262-0187
E-MAIL ADDRESS: dhamby@bbdins.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : TRAVELERS CASUALTY INS CO	19046
INSURER B : ASSOCIATED INDUSTRIES INS	23140
INSURER C : Century Surety Company	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED PERE&PE-01
Perez & Perez Architects Planners, Inc.
2121 Douglas Road
Miami FL 33145

COVERAGES **CERTIFICATE NUMBER:** 953261721 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	Y	Y	660-2042N897	2/28/2023	2/28/2024	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						MED EXP (Any one person)	$ 5,000
	POLICY X PRO-JECT X LOC						PERSONAL & ADV INJURY	$ 1,000,000
	OTHER:						GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
A	AUTOMOBILE LIABILITY			660-2042N897	2/28/2023	2/28/2024	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N	N / A		AWC1191542	2/15/2023	2/15/2024	PER STATUTE OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBEREXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT	$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 500,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000
C	Property X Wind			CCP 1106354	11/25/2022	11/25/2023	Building BPP	1,000,000 100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
MIAMI-DADE COUNTY PROJECT NUMBER A20-ISD-04 AND COUNTYWIDE INFRASTRUCTURE INVESTMENT PROGRAM (CIIP) FOR THE REHABILITATION AND
RENOVATION SERVICES OF ISD COURTHOUSES AND JUDICIAL FACILITIES

APPROVED
AS TO INSURANCE REQUIREMENTS
Natasha DeLoach
ISD-RISK MANAGEMENT DIVISION
DATE: 08/07/2023

CERTIFICATE HOLDER

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

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

Client#: 1049498 PEREZPER3

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/20/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
USI Insurance Services, LLC 2502 N Rocky Point Drive Suite 400 Tampa, FL 33607	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS: TeamAECertificate@usi.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : XL Specialty Insurance Company	37885
INSURED Perez & Perez Architects Planners, Inc. 2121 Douglas Road Miami, FL 33145	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						☐ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐	N / A					E.L. EACH ACCIDENT	$
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$
A	Professional Liability		X	DPR5016179	07/22/2023	07/22/2024	$5,000,000 per claim $5,000,000 annl aggr.	

APPROVED
AS TO INSURANCE REQUIREMENTS
Natasha DeLoach
ISD-RISK MANAGEMENT DIVISION
DATE: 08/07/2023

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Professional Liability coverage is written on a claims-made basis.

Miami-Dade County Project number A20-ISD-04 and Countywide Infrastructure Investment Program (CIIP) for the rehabilitation and renovation services of ISD Courthouses and Judicial facilities.

CERTIFICATE HOLDER	CANCELLATION
Miami-Dade County 111 NW 1st Street Suite 2340 Miami, FL 33128	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

PEREZ & PEREZ
ARCHITECTS PLANNERS

January 19th, 2023

Miami Dade County
Risk Management Division
111 NW First Street, Suite 2400
Miami, Florida 33128

Ref: PSA/Perez & Perez Architects Planners, Inc.
Countywide Infrastructure Investment Program (CIIP)
Rehabilitation and Renovation Services of ISD Courthouses and Judicial Facilities
ISD PROJECT / CONTRACT NO.: A20-ISD-04 / A20-ISD-04 A

Owned Auto Coverage
Insurance Mandates

To whom it may concern:

This Letter will hereby declare that Perez & Perez Architects Planners, Inc. does not own any vehicles, and therefore requests to be exempted from the Owned Auto Coverage provisions set forth under the Professional Services Agreement, Article 3 General Provisions.

Should you have any questions, please contact me at your earliest convenience, and it will be my pleasure to remedy any concerns.

Sincerely,



Daniel Perez-Zarraga, AIA
Principal

cc: Francisco Caldera/ISD
Teresa Quintero/ISD

Memorandum

MIAMI-DADE COUNTY

Date: May 7, 2026

To: Marc LaFrance, Cf Program Management Office
People and Internal Operations Department

From: Alice Hidalgo-Gato, Section Chief
Strategic Procurement Department

Subject: Project No. A20-ISD-04-A, Countywide Infrastructure Improvement Program for the Rehabilitation and Renovation Services of PIOD Managed Courthouses

---

Project No. A20-ISD-04-A was awarded with an 18% Small Business Enterprise – Architecture and Engineering (SBE-A&E) goal. Resolution No. R-1001-15 requires 85% of the SBE goal applicable to the portion of the contract work performed to date be met before the Board of County Commissioners considers a change order/amendment. The prime, Perez & Perez Architects Planners, Inc., has performed $853,803 requiring the SBE-A&E firm to have performed $130,647 to meet the 85% threshold. The SBE-A&E subconsultant has performed $172,535, in compliance with Resolution No. R-1001-15.

Please contact Jon-Andrew Olmedillo, SPD Compliance Coordinator, at 305-375-3964 if additional information is needed.

c: Julia Aden, Construction Contract Specialist Supervisor, PIOD
Vivian Caballero Carrasco, Program Management Specialist, PIOD
Rita Silva, Assistant Director, SPD
Jon-Andrew Olmedillo, Compliance Coordinator, SPD

MEMORANDUM

(Revised)

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

DATE: January 20, 2027

FROM: Geri Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No.

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**
_____	**Requires more than a majority vote (i.e., 2/3's present ____, 2/3 membership ____, 3/5's ____, unanimous ____, majority plus one ____, CDMP 7 votes (majority of membership) ____, CDMP 2/3 members present but not less than 7 votes (majority of membership) ____, CDMP 9 votes (2/3 membership) _____) 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.
Veto _____
Override _____

RESOLUTION NO. _____

RESOLUTION APPROVING AMENDMENT NUMBER ONE TO AGREEMENT NO. A20-ISD-04, CONTRACT NO: A20-ISD-04A BETWEEN MIAMI-DADE COUNTY AND PEREZ & PEREZ ARCHITECTS PLANNERS, INC. TO INCREASE THE AGREEMENT'S NOT-TO-EXCEED COMPENSATION AMOUNT BY $1,650,000.00 FROM $1,650,000.00 TO $3,300,000.00, AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE SAID AMENDMENT AND TO EXERCISE ANY AND ALL RIGHTS CONTAINED THEREIN AND TO ENFORCE ALL TERMS AND CONDITIONS THEREOF

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 Amendment Number One to Agreement No. A20-ISD-04, Contract No. A20-ISD-04A (the "Agreement"), between Miami-Dade County and Perez & Perez Architects Planners, Inc. to increase the Agreement's not-to-exceed compensation amount for additional professional services, in substantially the form attached to the accompanying County Mayor's memorandum as Attachment A. Amendment Number One increases the Agreement's not-to-exceed compensation amount by $1,650,000.00 from $1,650,000.00 to $3,300,000.00, thereby increasing the aggregate not-to-exceed amount for both PSAs awarded pursuant to R-953-23 (Contracts No. A20-ISD-04A and A20-ISD-04B) from $3,300,000.00 to $4,950,000.00. This Board authorizes the County Mayor or County Mayor's designee to execute Amendment Number One, to exercise any and all rights, including termination or cancellation provisions contained therein and to enforce all terms and conditions thereof.

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 20th day of January, 2027. 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 SMG

Sophia Guzzo