

Memorandum



Date: February 4, 2020

To: Honorable Chairwoman Audrey M. Edmonson
and Members, Board of County Commissioners

Agenda Item No. 8(E)(1)

From: Carlos A. Gimenez
Mayor

Resolution No. R-94-20

Subject: Resolution Approving an Award Recommendation for a Professional Services Agreement to Landera Associates, P.A., Project No. A18-MDFR-01-B

Recommendation

It is recommended that the Board of County Commissioners (Board) approve the attached resolution awarding Project No. A18-MDFR-01-B entitled "Design Services for Various Miami-Dade County Fire Rescue Stations" to Landera Associates, P.A., pursuant to Section 2-10.4 of the Code of Miami-Dade County. The total compensation amount is \$891,845.40 with a total contract term of five years. This recommendation to Award has been prepared by the Miami-Dade Fire Rescue Department.

This is one of three award recommendations for the provision of identical services. All three award recommendations are on today's agenda as companion items. The other two award recommendations under Project No. A-18-MDFR-01-A and Project No. A18-MDFR-01-C, respectively, are on today's agenda.

Delegation of Authority

The authority of the County Mayor or County Mayor's designee to execute, implement amend and terminate this contract is consistent with those authorities granted under the Code of Miami-Dade County.

SCOPE

PROJECT NAME: Fire Station rebuilds – Group B. Design Services for Various Miami-Dade County Fire Rescue Stations (6 and 17)

INTERNAL SERVICES

DEPARTMENT (ISD)

ARCHITECTURAL/

ENGINEERING (A/E)

PROJECT NO.: A18-MDFR-01-B

CONTRACT NO.: MDFR-STA-VARIOUS-AE

PROJECT DESCRIPTION: The scope of services will include, but not be limited to, the design of new Fire Stations, to include lobby, office area, work room, EMS Storage, exercise room, day-room, kitchen, dorms, bathrooms, study room, necessary parking areas and all related spaces to be constructed on County-owned property.

In general, the work consists of Architectural and Engineering Design Services, preparation of complete construction plans and permitting and construction management services for the design of fire rescue stations to replace obsolete facilities. The Stations included in Group B are 6 and 17; The term for each PSA is five (5) years including a one-year warranty period.

PROJECT LOCATIONS: Station 6 – 15890 SW 288th Street, Miami, Florida 33033
Station 17 – 7050 NW 36th Street, Miami, Florida 33122

COMMISSION DISTRICT: Station 6 is in Commission District 8, which is represented by Commissioner Daniella Levine Cava.
Station 17 is in Commission District 12, which is represented by Commissioner Jose “Pepe” Diaz.

APPROVAL PATH: Board of County Commissioners; Section 2-10.4 of the Miami-Dade County Code

USING DEPARTMENT: Miami-Dade Fire Rescue

MANAGING DEPARTMENT: Miami-Dade Fire Rescue

**FISCAL IMPACT/FUNDING
SOURCE**

FUNDING SOURCE: Various – (See Attachment A, “FY 2018-19 Proposed Budget and Multi Year Capital Plan”, Pages 48 and 57)

**OPERATIONS COST
IMPACT:** Not applicable as this is a Professional Services Agreement (PSA) for A/E services

**MAINTENANCE COST
IMPACT/FUNDING:** \$20,000.00 per station (\$40,000.00 TOTAL)

**LIFE EXPECTANCY OF
ASSET:** 50 Years

PTP FUNDING: No

GOB FUNDING: No

ARRA FUNDING: No

**PROJECT TECHNICAL
CERTIFICATION
REQUIREMENTS:**

<u>TYPE</u>	<u>CODE</u>	<u>DESCRIPTION</u>
Prime	14.00	Architecture
Prime	18.00	Architectural Construction Management
Prime	22.00	Ada Title II Consultant
Other	8.00	Telecommunication Systems
Other	9.02	Soils, Foundations and Materials Testing - Geotechnical and Materials Engineering Services
Other	10.01	Environmental Engineering – Stormwater Drainage Design Engineering Services
Other	11.00	General Structural Engineering
Other	12.00	General Mechanical Engineering
Other	13.00	General Electrical Engineering
Other	15.01	Surveying and Mapping - Land Surveying
Other	15.03	Underground Utility Location
Other	16.00	General Civil Engineering
Other	20.00	Landscape Architecture

PROPOSALS RECEIVED: 11

NTPC'S DOWNLOADED: 11

SUBMITTAL DATE: April 19, 2019

**ESTIMATED NOTICE TO
PROCEED:** February 19, 2020

**SUSTAINABLE BUILDINGS
ORDINANCE
(I.O. NO. 8-8):**

Did the Notice to Professional Consultants contain Specific
Language requiring compliance with the Sustainable Buildings
Program? YES

CONTRACT PERIOD: 1825 Days. Excludes Warranty Administration Period

CONTINGENCY PERIOD: 0 Days

**INSPECTOR GENERAL (IG)
FEE INCLUDED IN BASE
CONTRACT:**

Yes

ART IN PUBLIC PLACES:

Yes

BASE ESTIMATE:

\$800,000.00

**BASE CONTRACT
AMOUNT:**

\$765,314.00
Station 6 - \$380,000.00
Station 17 - \$385,314.00

**CONTINGENCY/DEDICATED
ALLOWANCE (Section 2-8.1
Miami-Dade County Code):**

TYPE	PERCENT	AMOUNT	COMMENT
PSA	10%	\$76,531.40	Station 6 - \$38,000.00 Station 17 - \$38,531.40

**LEED/ENERGY/
ENVIRONMENTAL:**

	0.00%	\$50,000.00	\$25,000.00 per station
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**TOTAL DEDICATED
ALLOWANCE:**

\$50,000.00

TOTAL AMOUNT:

\$891,845.40

TRACK RECORD/MONITOR

DUE DILIGENCE:

Pursuant to Resolution No. 187-12, due diligence was conducted to determine the consultant's responsibility including verifying corporate status and that no performance or compliance issues exist. The following searches reveal no adverse findings for the firm: Small Business Development (SBD) Database, convicted vendors, delinquent contractors, suspended vendors, and federal exclude parties list. The Capital Improvements Information System (CIIS) database reflects twelve evaluations with an average of 4.0 rating out of 4.0 possible points.

(See Attachment B, "Contractor Evaluations Report")

**SBD HISTORY OF
VIOLATIONS:**

No violations on record.

**MINIMUM
QUALIFICATIONS:**

It is highly preferred that the Prime and/or Subconsultants (Team) submitting a proposal must be experienced in the design, permitting and construction management of Fire Rescue Station Facilities. LEED Certification and experience with solar power design is preferred.

The Team should demonstrate experience with at least two (2) successfully designed, constructed and currently operating new/upgraded Fire Rescue Station(s)

FIRM:

Landera Associates, P.A..

COMPANY PRINCIPAL:

Osvaldo L. Landera, AIA/LEED AP
(License: 00009044)

COMPANY EMAIL ADDRESS:

olandera@landeraassociates.com

LOCATION OF COMPANY:

7294 SW 48th Street
Miami, FL 33173

YEARS IN BUSINESS:

18 Years

**PREVIOUS AGREEMENTS
WITH THE COUNTY WITHIN
THE PAST THREE YEARS:**

According to the A&E Firm History Report, Landera Associates, P.A. has been awarded one contract in the last five years with a total value of \$204,639.77.

(See Attachment C, "A/E Firm History Report")

RESPONSIBLE WAGES:
(Resolution No. R-54-10)

No

**ASSIGNED CONTRACT
MEASURES:**

Type
SBE

Goal
32%

Comment

SUBCONSULTANTS:

Gartek Engineering Corporation
Langan Engineering & Environmental
Ingelmo Associates, P.A.
Manuel G. Vera and Associates, Inc.
Landscape DE LLC
Spinnaker Group LLC.

**MANDATORY
CLEARINGHOUSE:**

Not applicable

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

Margarita Garces 786-331-4518 mgarces@miamidade.gov

**PROJECT MANAGER/
EMAIL:**

Margarita Garces 786-331-4518 mgarces@miamidade.gov

SELECTION PROCESS:

The Request to Advertise (RTA) was filed with the Clerk of the Board on March 7, 2019. A total of eleven proposals were received on April 19, 2019. On June 11, 2019, the First-Tier meeting was conducted for the Competitive Selection Committee (CSC) to evaluate the proposals. The evaluation process resulted in tie scores, which were resolved by applying standard tie-breaking procedures by CSC members. Based on the CSC's professional judgement, the information provided in the proposals was deemed enough to determine the experience of the Proposers. As a result, and by a majority vote, the CSC decided to forego Second Tier Proceedings and recommended the following firms in order of preference for negotiations of the groups A, B, and C.

Firm	Total Qualitative Points	Total Ordinal Score	Final Ranking
Alleguez Architecture, Inc.	274	7	1
Landra Associates, P.A.	270	7	2
Silva Architects, Inc.	265	7	3

The Negotiation Committee was approved by the County Mayor's Designee on July 8, 2019. See Attachment D "Negotiation Authorization, List of Respondents and Tabulation Sheets".

The Negotiation Committee completed negotiations for Group B with Landra Associates, P.A., on October 24, 2019.

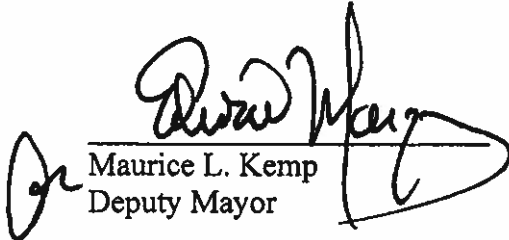
REVIEW COMMITTEE:

Meeting Date: October 29, 2018; **Signoff Date:** October 29, 2018.

Honorable Chairwoman Audrey M. Edmonson
and Members, Board of County Commissioners
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BACKGROUND:

Landera Associates, P.A. will provide Architectural and Engineering Design Services and Construction Administration of Miami-Dade Fire Rescue Stations 6 and 17 of these obsolete facilities.


Maurice L. Kemp
Deputy Mayor

Attachment A

**FY 2018-19 Adopted Budget and Multi-Year Capital
Plan, Pages 48 and 57.**

FY 2018 - 19 Proposed Budget and Multi-Year Capital Plan

CAPITAL BUDGET SUMMARY

(dollars in thousands)	PRIOR	FY 18-19	FY 19-20	FY 20-21	FY 21-22	FY 22-23	FY 23-24	FUTURE	TOTAL
Revenue									
2006 Sunshine State Financing	4,000	0	0	0	0	0	0	0	4,000
BBC GOB Financing	200	1,206	0	0	0	0	0	0	1,406
BBC GOB Series 2005A	40	0	0	0	0	0	0	0	40
BBC GOB Series 2008B	15	0	0	0	0	0	0	0	15
BBC GOB Series 2008B-1	38	0	0	0	0	0	0	0	38
BBC GOB Series 2011A	1	0	0	0	0	0	0	0	1
Developer Fees/Donations	0	140	0	0	0	0	0	0	140
FDOT Funds	500	0	0	0	0	0	0	0	500
Fire Impact Fees	35,872	6,200	6,550	6,982	10,418	5,000	0	15,000	88,022
Fire Rescue Taxing District	800	5,150	0	0	0	0	0	0	5,950
Future Financing	5,000	68,000	6,500	25,500	23,500	16,000	21,580	74,220	240,300
Grants and Aids to Local Governments	200	0	0	0	0	0	0	0	200
Pay-As-You-Go CIF	833	245	200	200	200	200	200	150	2,228
Series 2018 Equipment Lease	15,500	0	0	0	0	0	0	0	15,500
US Department of Homeland Security	0	600	0	0	0	0	0	0	600
Total:	62,989	81,541	13,250	34,682	34,118	21,200	21,780	89,370	358,940
Expenditures									
Strategic Area: PS									
Equipment Acquisition	4,000	81,250	7,750	0	0	0	0	0	93,000
Facility Expansion	883	1,385	0	0	0	0	0	0	2,078
Fire Station Renovation	1,918	3,840	881	0	0	0	0	5,000	11,840
Fire Station Replacement	0	0	6,500	25,500	23,500	16,000	21,580	74,220	167,300
Infrastructure Improvements	11,809	4,700	5,000	5,000	5,000	5,000	0	0	36,809
New Fire Stations	6,574	9,445	6,311	5,058	3,075	0	0	5,000	35,463
Ocean Rescue Facilities	294	1,406	200	200	200	200	200	150	2,850
Public Safety Facilities	0	0	1,400	1,257	2,343	0	0	5,000	10,000
Total:	25,389	102,026	28,042	37,015	34,118	21,200	21,780	89,370	358,940

CAPITAL HIGHLIGHTS AND OPERATIONAL IMPACTS

- The Department's FY 2018-19 Proposed Budget and Multi-Year Capital Plan includes the purchase of 94 vehicles (Heavy fleet - \$6.4 million and light fleet \$2.325 million) as part of the Department's fleet replacement plan; the County's fleet replacement plan is included under Non-Departmental project #2000000511
- In FY 2018-19, the Department will complete construction of the 10,700 square foot two-bay Palmetto Bay Fire Station 62 to replace the temporary station on adjacent leased land (total project cost \$5.7 million)
- In FY 2018-19, the Department will continue construction of the 11,248 square foot two-bay Sweetwater Fire Rescue Station 29 to replace the temporary station on adjacent leased land (total project cost \$6.5 million); completion is expected in FY 2019-20
- In FY 2018-19, the Department will commence construction of the 12,308 square foot three-bay Dolphin Fire Rescue Station 68 (total project cost \$7.124 million)
- In FY 2018-19, the Department will complete design of the 7,000 square foot Ocean Rescue Lifeguard Headquarters at Crandon Park; in FY 2018-19, the Department will add a Carpenter position to replace five lifeguard towers as part of a seven-year replacement plan to replace all lifeguard towers located at Crandon and Haulover beaches funded with Pay-As-You-Go Capital Improvement funds (CIF) (total project cost \$1.35 million)
- In FY 2018-19, the Department will continue land acquisition for new fire stations in Florida City, North Miami, and the Eureka areas
- In FY 2018-19, the Department will continue the procurement process to replace four Air Rescue helicopters, which currently range in age from 13 to 18 years old; approximately \$68 million of future financing will be secured
- In FY 2018-19, the Department will take delivery of a new 50 foot Fireboat (\$1.8 million) to provide service at PortMiami, with funding provided by a FEMA administered grant from the Department of Homeland Security (\$600,000) and the Fire Rescue District (\$1.2 million)

FY 2018 - 19 Proposed Budget and Multi-Year Capital Plan

NON-IMPACT FEE CAPITAL IMPROVEMENT PROGRAM

PROJECT #: 2000000869

DESCRIPTION: Replace outdated fire rescue stations; construct new fleet facility; renovate HAZMAT warehouse; and various other infrastructure improvements to fire rescue stations
 LOCATION: Various Sites District Located: Systemwide
 Various Sites District(s) Served: Systemwide

REVENUE SCHEDULE:	PRIOR	2018-19	2019-20	2020-21	2021-22	2022-23	2023-24	FUTURE	TOTAL
Future Financing	0	0	6,500	25,500	23,500	16,000	21,580	74,220	167,300
TOTAL REVENUES:	0	0	6,500	25,500	23,500	16,000	21,580	74,220	167,300
EXPENDITURE SCHEDULE:	PRIOR	2018-19	2019-20	2020-21	2021-22	2022-23	2023-24	FUTURE	TOTAL
Construction	0	0	6,500	25,500	23,500	16,000	21,580	74,220	167,300
TOTAL EXPENDITURES:	0	0	6,500	25,500	23,500	16,000	21,580	74,220	167,300

OCEAN RESCUE - LIFEGUARD TOWER REPLACEMENTS

PROJECT #: 2000000831

DESCRIPTION: Replace 30 Ocean Rescue lifeguard towers over a span of seven years located at Crandon and Haulover beaches
 LOCATION: 4000 Crandon Blvd / 10500 Collins Av District Located: 4, 7
 Various Sites District(s) Served: Countywide

REVENUE SCHEDULE:	PRIOR	2018-19	2019-20	2020-21	2021-22	2022-23	2023-24	FUTURE	TOTAL
Pay-As-You-Go CIF	0	200	200	200	200	200	200	150	1,350
TOTAL REVENUES:	0	200	200	200	200	200	200	150	1,350
EXPENDITURE SCHEDULE:	PRIOR	2018-19	2019-20	2020-21	2021-22	2022-23	2023-24	FUTURE	TOTAL
Construction	0	200	200	200	200	200	200	150	1,350
TOTAL EXPENDITURES:	0	200	200	200	200	200	200	150	1,350

OCEAN RESCUE - FACILITY IMPROVEMENTS (BUILDING BETTER COMMUNITIES BOND PROGRAM)

PROJECT #: 376760

DESCRIPTION: Design a 7,000 square foot Ocean Rescue Lifeguard Headquarters at Crandon Park
 LOCATION: Crandon Park District Located: 7
 Unincorporated Miami-Dade County District(s) Served: Countywide

REVENUE SCHEDULE:	PRIOR	2018-19	2019-20	2020-21	2021-22	2022-23	2023-24	FUTURE	TOTAL
BBC GOB Financing	200	1,206	0	0	0	0	0	0	1,406
BBC GOB Series 2005A	40	0	0	0	0	0	0	0	40
BBC GOB Series 2008B	15	0	0	0	0	0	0	0	15
BBC GOB Series 2008B-1	38	0	0	0	0	0	0	0	38
BBC GOB Series 2011A	1	0	0	0	0	0	0	0	1
TOTAL REVENUES:	294	1,206	0	0	0	0	0	0	1,500
EXPENDITURE SCHEDULE:	PRIOR	2018-19	2019-20	2020-21	2021-22	2022-23	2023-24	FUTURE	TOTAL
Construction	0	1,206	0	0	0	0	0	0	1,206
Permitting	200	0	0	0	0	0	0	0	200
Planning and Design	94	0	0	0	0	0	0	0	94
TOTAL EXPENDITURES:	294	1,206	0	0	0	0	0	0	1,500

Estimated Annual Operating Impact will begin in FY 2020-21 in the amount of \$10,000 and includes 0 FTE(s)

Evaluation Date Start: End: **Capital Improvements Information System**
Contractor Evaluations Report (All Contracts)

Dept	Contract	Type	Contractor / Architect Name	Date	Rater	Period	Rate
FR	EDP-FR-H0/03 2	EDP	LANDERA ASSOCIATES, P.A.	4/14/2008	Jesus Farinas	Project conclusion or closeout	3.8
FR	EDP-FR-D/B-22	EDP	LANDERA ASSOCIATES, P.A.	4/14/2008	Margarita Garces	Project conclusion or closeout	4.0
FR	MDFRD-T- PSA08	PSA	Landera Associates, P.A.	8/31/2009	Jesus Farinas	Completion of study or design	4.0
FR	MDFRD-T- PSA08 WO: 1	PSA	Landera Associates, P.A.	11/15/2010	Jesus Farinas	Interim	4.0
FR	MDFRD-T- PSA08 WO: 1	PSA	Landera Associates, P.A.	3/17/2011	Jesus Farinas	Interim	4.0
FR	MDFRD-T- PSA08 WO: 2	PSA	Landera Associates, P.A.	1/31/2012	Margarita Garces	Project conclusion or closeout	4.0
FR	MDFRD-T- PSA08 WO: 1	PSA	Landera Associates, P.A.	7/31/2014	Alberto Perdigon	Project conclusion or closeout	4.0
FR	MDFRD-T- PSA08 WO: 1	PSA	Landera Associates, P.A.	7/31/2014	Alberto Perdigon	Project conclusion or closeout	4.0
FR	EDP-FR-SR-T- 21-PH2	EDP	LANDERA ASSOCIATES, P.A.	7/31/2014	Margarita Garces	Project conclusion or closeout	4.0
FR	MDFRD-T- PSA08 WO: 2	PSA	Landera Associates, P.A.	10/16/2007	Margarita Garces	Interim	4.0
ID	EDP-GS- W80275	EDP	LANDERA ASSOCIATES, P.A.	10/16/2007	Asael Marrero	Project conclusion or closeout	3.8
ID	EDP-ID- W130047	EDP	LANDERA ASSOCIATES, P.A.	3/3/2015	Pilar Ramos-Ortega	Completion of study or design	4.0

Evaluation Count: 12 Contractors: 1 Average Evaluation: 4.0



MIAMI DADE COUNTY
Small Business Development
A&E Firm History Report
From: 11/01/2014 To: 11/05/2019

Attachment C Page 1 of 1

FIRM NAME: LANDERA ASSOCIATES, P.A.
8800 SW 85th Ter
Miami, FL 33173-0000

PRIMES

PROJECT #	CONTRACT	DEPT.	MEASURES	AWARD DATE	AWARD AMOUNT
EDP-MT-IRP234	1	MT	NO MEASURE	05/13/2018	\$200,000.00
RAILCAR CLEANER PLATFORM REPLACEMENT					
Change Order #	1	SEP-28-17	0 days		\$4,639.77
					<u>\$204,639.77</u>
Total Award Amount					
				\$200,000.00	
Total Change Orders Approved by BCC					
				<u>\$4,639.77</u>	\$4,639.77

Memorandum



Date: July 8, 2019

CLERK OF THE BOARD

To: Tara C. Smith, Director
Internal Services DepartmentThrough: Namita Uppal, C.P.M., Chief Procurement Officer
Internal Services DepartmentFrom: *for* Amado Gonzalez, A&E Consultant Selection Coordinator
Chairperson, Competitive Selection Committee

Subject: NEGOTIATION AUTHORIZATION
 Miami-Dade County Fire Rescue Department
 Fire Station Rebuilds – Groups A, B and C - Design Services for Various
 Miami-Dade County Fire Rescue Stations
 ISD Project No. A18-MDFR-01

The Competitive Selection Committee has completed the evaluation of proposals submitted in response to the referenced Internal Services Department solicitation and consistent with the guidelines published in the Notice to Professional Consultants.

ISD Project No.: A18-MDFR-01

Project Title: Fire Station Rebuilds – Groups A, B and C - Design Services for Various Miami-Dade County Fire Rescue Stations

Scope of Services Summary: Miami-Dade Fire Rescue (MDFR) is seeking three (3) consultants to provide Professional Architectural and Engineering Services for design of various MDFR Stations. Please refer to the attached Scope of Services for additional information.

Term and Estimated Cost of Contract: Three (3) qualified consultant(s)/team of firms for three (3) separate Non-Exclusive Professional Services Agreements (PSA), each with an effective term of five (5) years. The total maximum compensation for all three (3) PSAs is \$3,365,000.00 (see breakdown by Group below), which includes a 10% contingency (Section 2-8.1 Miami-Dade County Code) and total dedicated allowance.

The total maximum compensation for each Group is as follows:

1. Group A for three (3) fire stations, if awarded, will have a total maximum compensation of \$1,505,000.00, including a 10% contingency and total dedicated allowance.
2. Group B for two (2) fire stations, if awarded, will have a total maximum compensation of \$930,000.00, including the 10% contingency and total dedicated allowance.
3. Group C for two (2) fire stations, if awarded, will have a total maximum compensation of \$930,000.00 including a 10% contingency and total dedicated allowance.

Small Business Enterprise Goal/Measure: On October 29, 2018, the Internal Services Department's Small Business Development Division established a 32.00% Small Business Enterprise – Architectural and Engineering Goal.

Negotiations Authorization
Miami-Dade Fire Rescue Department
ISD Project No. A18-MDFR-01
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Request to Advertise: The Request to Advertise was received by the Clerk of the Board on March 7, 2019.

Advertisement of Solicitation: The Notice to Professional Consultants was advertised on March 8, 2019.

Number of Proposals Received: Eleven (11) proposals were received by the submittal deadline of April 19, 2019.

Name of Proposers: Please refer to the attached List of Respondents.

Internal Services Department Compliance Review: On May 14, 2019, BEA Architects Inc., Jorge A. Gutierrez Architect, LLC, and R.E. Chisholm Architects, Inc. were eliminated for failure to comply with the pre-qualification and technical certifications requirements of the solicitation. Consequently, the above mentioned firms were not evaluated by the Competitive Selection Committee.

Small Business Enterprise Compliance Review: Please refer to the attached Compliance Review Memorandum dated June 20, 2019.

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

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

First Tier Results: The First Tier meeting was held on June 11, 2019. The Competitive Selection Committee was tasked with evaluating the experience and qualifications of the Proposers, and scoring and ranking the proposals in accordance with the evaluation criteria outlined in the solicitation document. The Competitive Selection Committee scored and ranked the responsive Proposers. During the evaluation process, the Competitive Selection Committee's scores resulted in ties. Tie-breaking was performed by applying the standard tie-breaking procedure described in Section 3.3 entitled Proposal Evaluation of the Notice to Professional Consultants. Please refer to the attached First Tier Tabulation Sheet.

Second Tier Results: Based on the Competitive Selection Committee's professional judgement, the information provided in the proposals was deemed sufficient to determine the experience and qualifications of the Proposers. As a result, and by a majority vote, the Competitive Selection Committee decided to forego Second Tier proceedings.

Method of Award: The County will use the following methodology to make awards under this solicitation:

1. The County will negotiate first in the order of ranking of responsive and responsible Proposers, for the Group A award.

Negotiations Authorization
Miami-Dade Fire Rescue Department
ISD Project No. A18-MDFR-01
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2. The County will negotiate second for the Group B award, starting with the highest ranked responsive and responsible Proposer which follows the Proposer recommended for award of Group A.
3. The County will negotiate third for the Group C award, starting with the highest ranked responsive and responsible Proposer which follows the Proposer recommended for award of Group B.

Request for Appointment of Negotiation Committee: Pursuant to Section 2-10.4(6) of the Code of Miami-Dade County, the Internal Services Department hereby requests the County Mayor or his designee approve the following Negotiation Committee:

- Amado Gonzalez, A&E Consultant Selection Coordinator, Non-Voting Chairperson, Internal Services Department
- Scott Mendelsberg, Assistant Director, Miami-Dade Fire Rescue Department
- Angel Lamela, Division Manager, Miami-Dade Fire Rescue Department
- Alice Arguelles, Construction Manager 3, Miami-Dade Public Library System

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

RANKING OF RESPONDENTS

Alleguez Architecture Inc.

Final Ranking - 1

Total Adjusted Ordinal Score - 7

Total Adjusted Qualitative Points - 274

Landera Associates P.A.

Final Ranking - 2

Total Adjusted Ordinal Score - 7

Total Adjusted Qualitative Points - 270

Silva Architects LLC

Final Ranking - 3

Total Adjusted Ordinal Score - 7

Total Adjusted Qualitative Points - 265

The following firms will serve as alternates:

Ferguson Glasgow Schuster Soto, Inc.

Final Ranking - 4

Total Adjusted Ordinal Score - 12

Total Adjusted Qualitative Points - 255

M. C. Harry & Associates, Inc.

Final Ranking - 5

Total Adjusted Ordinal Score - 14

Total Adjusted Qualitative Points - 254

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Wolfberg Alvarez & Partners, Inc.
Final Ranking - 6
Total Adjusted Ordinal Score - 17
Total Adjusted Qualitative Points - 248

Leo A. Daly Company
Final Ranking - 7
Total Adjusted Ordinal Score - 21
Total Adjusted Qualitative Points - 240

Perez Associates
Final Ranking - 8
Total Adjusted Ordinal Score - 22
Total Adjusted Qualitative Points - 231

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

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

If approved, the Negotiation Committee will proceed with the contract negotiations in accordance with Section 2-10.4(6) of the Code of Miami-Dade County, and submit the signed contracts to be presented to the Board of County Commissioners for final approval no later than 60 days from the date of this memorandum.

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

Approved:


Tara C. Smith
Director

7/8/19
Date

Attachments:

1. Scope of Services
2. List of Respondents
3. Compliance Review Memo
4. First Tier Tabulation Sheet

c: Competitive Selection Committee
Clerk of the Board of County Commissioners

SCOPE OF SERVICES AND EXPERIENCE AND QUALIFICATIONS

MDFR intends to retain three (3) qualified firms under a Professional Services Agreement (PSA) for this project. In general, the work consists of the Architectural and Engineering Design Services, preparation of complete construction plans, permitting, and construction management services for the design of seven (7) fire rescue stations to replace obsolete facilities. The fire rescue stations have been separated in three (3) groups:

GROUP A (Three Stations) -

Station 4 – 9201 SW 152nd Street, Miami, Florida 33157

Station 5 – 13150 SW 238th Street, Miami, Florida 33032

Station 63 – 1655 NE 205th Street, Miami, Florida 33179

GROUP B (Two Stations)

Station 6 – 15890 SW 288th Street, Miami, Florida 33033

Station 17 – 7050 NW 36th Street, Miami, Florida 33122

GROUP C (Two Stations)

Station 9 – 7777 SW 117th Avenue, Miami, Florida 33183

Station 19 – 650 NW 131st Street, North Miami, Florida 33168

The scope of services will include, but not be limited to, the design of seven (7) new fire rescue stations, to include lobby, office area, work room, Emergency Medical Services (EMS) Storage, exercise room, day-room, kitchen, dorms, bathrooms, study room, necessary parking areas and all related spaces to be constructed on County-owned property.

The selected Consultants will coordinate program and preliminary design prepared by MDFR and proceed with and design development, engineering, prepare construction and contract documents, assist with permitting, bid services, contract award, and construction administration services during construction. The Consultants selected will be required to work in conjunction with MDFR staff to deliver the necessary design documents to ensure the timely completion of the project.

Services to be provided by the Consultants will include, but are not limited to, the following:

- Full Architectural and Engineering Services necessary to prepare the Architectural Program, Construction Plans and Specifications, and Bid Documents as well as to provide for Construction Supervision Services for the Miami-Dade Fire Rescue Department Various Stations.
- Assessment of current site conditions.
- Develop technical specification and construction documents.
- Development of Furniture, Fixtures and Equipment (FF&E) recommendations and schedule, for Owner's review and approval.
- Indicate on floor plans the location of all FF&E items, cross-referenced to FF&E schedule sheet.
- Estimates of Probable Construction Costs.

SCOPE OF SERVICES AND EXPERIENCE AND QUALIFICATIONS

- Providing complete and biddable Construction Documents for a Design that conforms with the governing edition of the Florida Building Code, its referenced codes, and local amendments as applicable; Test Protocols for High-Velocity Hurricane Zones; products that have been approved for use on buildings in Miami-Dade County; Americans with Disabilities Act (ADA) regulations; State and Federal regulations.
- Providing Construction Documents that include but not be limited to all required space layouts, including all fixed cabinetry; casework; coordination of FF&E with electrical, Heating, Ventilation and Air Conditioning (HVAC), plumbing, and structural supports for all required equipment.
- Providing Interior Design Services necessary to detail and specify all finished surfaces and assemblies, including color schemes for the Owner's review and approval, and building presentation renderings.
- Providing power and design as required to meet telecommunications, data, security, and any audio-visual requirements of the Building.
- Providing any phasing plans to facilitate the proposed construction if necessary.
- Assist MDFR in permitting and regulatory interaction with agencies as required.
- Assist MDFR in the bid process, including responding to Request for Information (RFI's), reviewing bids, preparation of conformed documents.
- Provide design services during construction including, but not limited to, reviewing and responding to all contractor submittals, review and respond to all contractor claims, Change Orders, review and respond to RFI's, start up and testing services and review of final certification documents provided by the contractor.
- The Design Consultants shall coordinate project progress and submittals with MDFR's Representative/Project Manager.
- Participate in project coordination and regular Owner-Architect-Contractor's meetings.
- Providing Contract Administration and Warranty Administration Services.
- Providing building design concepts towards obtaining Leadership in Energy and Environmental Design (LEED) Certification for the project as per Miami-Dade County Ordinance 07-65, Sustainable Building Program and Implementing Order 8-8 and incorporating Solar power design.

The County intends to retain three (3) qualified consultant(s)/team of firms for three (3) separate Non-Exclusive Professional Services Agreements (PSA) each with an effective term of five (5) years. The total maximum compensation for all three (3) PSAs is \$3,365,000.00, which includes the 10% contingency (Section 2-8.1 Miami-Dade County Code) and total dedicated allowance.

The total maximum compensation for each Group is as follows:

1. Group A, if awarded, will have a total maximum compensation of \$1,505,000.00, including the 10% contingency and total dedicated allowance.
2. Group B, if awarded, will have a total maximum compensation of \$930,000.00, including the 10% contingency and total dedicated allowance.

**SCOPE OF SERVICES AND
EXPERIENCE AND QUALIFICATIONS**

3. Group C, if awarded, will have a total maximum compensation of \$930,000.00 including the 10% contingency and total dedicated allowance.

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 will use the following methodology to make awards under this solicitation:

1. The County will negotiate first in the order of ranking of responsive and responsible Proposers, for the Group A award.
2. The County will negotiate second for the Group B award, starting with the highest ranked responsive and responsible Proposer which follows the Proposer recommended for award of Group A.
3. The County will negotiate third for the Group C award, starting with the highest ranked responsive and responsible Proposer which follows the Proposer recommended for award of Group B.

In the event that the number of responsive and responsible Proposers are fewer than required to implement the above methodology, the County reserves the right to make the awards, and allocate the work, in its sole discretion among the available responsive and responsible Proposers.

Experience and Qualifications:

It is highly preferred that the Prime and/or Sub-consultants (Team) submitting a proposal be experienced in the design, permitting and construction management of fire rescue station facilities. LEED Certification and experience with solar power design is preferred. The Team should demonstrate experience with at least two (2) successfully designed, constructed and currently operating new/upgraded fire rescue stations.

The expertise must be met by a qualified individual(s) of the prime and/or sub-consultant firm(s), as applicable. The experience must be demonstrated by direct or substantial involvement of the individual(s) in a supervisory capacity at the Project Manager level or above. The determination of the individual's qualifications and compliance with the experience and qualifications and preference stipulations shall be at the sole discretion of the County. The Competitive Selection Committee (CSC) may negatively evaluate proposals from firms they determine have failed to meet the above experience and qualification(s). Information regarding the experience and qualification(s) and preference stipulations, for the prime and A/E sub-consultants, must be included in ISD Form No. 11.



MIAMI DADE COUNTY INTERNAL SERVICES DEPARTMENT

LIST OF RESPONDENTS

Project Name: Fire Station Rebuilds Groups A, B and C - Design Services for Various Miami-Dade County Fire Rescue Stations

Project No.: A18-MDFR-01

Measures: 32% SBE/AE

No. of Agreements: 3

Contract Type: MULTIPLE PROJECT

Submittal Date: 04/19/2019

Team No.: 1

Prime Local Preference: Yes

Prime Name: M C HARRY & ASSOCIATES INC

FEIN No.: 592281430

Trade Name:

Sub-Consultants Name	Trade Name	Subs FEIN No.
a. SDM CONSULTING ENGINEERS INC		592346110
b. MILLER LEGG & ASSOCIATES INC		650563467
c. DOUGLAS WOOD ASSOCIATES INC		650343713
d. TERRACON CONSULTANTS INC		421249917

Team No.: 2

Prime Local Preference: Yes

Prime Name: LANDERA ASSOCIATES PA

FEIN No.: 651094649

Trade Name:

Sub-Consultants Name	Trade Name	Subs FEIN No.
a. GARTEK ENGINEERING CORPORATION		592032388
b. LANGAN ENGINEERING & ENVIRONMENTAL		223167382
c. INGELMO ASSOCIATES PA		204283369
d. MANUEL G VERA AND ASSOC INC		591741639
e. LANDSCAPE DE LLC		455029273
f. SPINNAKER GROUP LLC		832279620

Team No.: 3

Prime Local Preference: N/A

Prime Name: PEREZ ASSOCIATES

FEIN No.: 650180905

Trade Name:

Sub-Consultants Name	Trade Name	Subs FEIN No.
a. FRAGA ENGINEERS, LLC		204038436
b. BOTAS ENGINEERING INC		650670569
c. AVINO & ASSOCIATES INC		650053775
d. HR ENGINEERING SERVICES INC		650849633
e. BELLO & BELLO LAND SURVEYING CORPORATION		134219102
f. GREENSPACE STRATEGIES, INC.		462433356
g. ROBAYNA AND ASSOCIATES INC		592119073



**MIAMI DADE COUNTY
INTERNAL SERVICES DEPARTMENT**

LIST OF RESPONDENTS

Project Name: Fire Station Rebuilds Groups A, B and C - Design Services for Various Miami-Dade County Fire Rescue Stations

Project No.: A18-MDFR-01

Measures: 32% SBE/AE

No. of Agreements: 3

Contract Type: MULTIPLE PROJECT

Submittal Date: 04/19/2019

Team No.: 4

Prime Local Preference: Yes

Prime Name: WOLFBERG ALVAREZ & PARTNERS INC

FEIN No.: 591713092

Trade Name:

Sub-Consultants Name	Trade Name	Subs FEIN No.
a. TWR ENGINEERS INC		650993089
b. NV5	KACO	271979486
c. NIFAH & PARTNERS CONSULTING ENGINEERS		650604266
d. J BONFILL & ASSOCIATES INC		650133546
e. CURTIS & ROGERS DESIGN STUDIO INC		650294753

Team No.: 5

Prime Local Preference: Yes

Prime Name: R E CHISHOLM ARCHITECTS INC

FEIN No.: 650131871

Trade Name:

Sub-Consultants Name	Trade Name	Subs FEIN No.
a. HAMMOND & ASSOCIATES INC		650083957
b. DOUGLAS WOOD ASSOCIATES INC		650343713
c. AVINO & ASSOCIATES INC		650053775
d. ARDAMAN & ASSOCIATES INC		592984498
e. MILLER LEGG & ASSOCIATES INC		650563467
f. LAURA LLERENA & ASSOCIATES INC		591983295
g. SPINNAKER GROUP LLC		832279620
h. U S COST INCORPORATED	RIB U S COST	581827672
i. PG SOLAR SOLUTIONS, LLC		824293566

Team No.: 6

Prime Local Preference: Yes

Prime Name: ALLEGUEZ ARCHITECTURE INC

FEIN No.: 043639417

Trade Name:

Sub-Consultants Name	Trade Name	Subs FEIN No.
a. SRS ENGINEERING INC		650607552
b. BLISS & NYITRAY INC		591203311
c. SDM CONSULTING ENGINEERS INC		592346110
d. LAURA LLERENA & ASSOCIATES INC		591983295
e. J BONFILL & ASSOCIATES INC		650133546
f. NUTTING ENGINEERS OF FLORIDA INC		591159182



**MIAMI DADE COUNTY
INTERNAL SERVICES DEPARTMENT**

LIST OF RESPONDENTS

Project Name: Fire Station Rebuilds Groups A, B and C - Design Services for Various Miami-Dade County Fire Rescue Stations

Project No.: A18-MDFR-01

Measures: 32% SBE/AE

No. of Agreements: 3

Contract Type: MULTIPLE PROJECT

Submittal Date: 04/19/2019

Team No.: 7

Prime Local Preference: Yes

Prime Name: LEO A DALY COMPANY

FEIN No.: 470363104

Trade Name:

Sub-Consultants Name	Trade Name	Subs FEIN No.
a. LOUIS J AGUIRRE & ASSOCIATES PA		650164013
b. BLISS & NYITRAY INC		591203311
c. MILIAN SWAIN & ASSOCIATES INC		650094999
d. LAURA LLERENA & ASSOCIATES INC		591983295
e. MILLER LEGG & ASSOCIATES INC		650563467
f. NOVA ENGINEERING & ENVIRONMENTAL LLC		260347209

Team No.: 8

Prime Local Preference: N/A

Prime Name: JORGE A. GUTIERREZ ARCHITECT LLC

FEIN No.: 273976841

Trade Name:

Sub-Consultants Name	Trade Name	Subs FEIN No.
a. LOUIS J AGUIRRE & ASSOCIATES PA		650164013
b. NV5	KACO	271979486
c. BLISS & NYITRAY INC		591203311
d. MANUEL G VERA AND ASSOC INC		591741639
e. ROSS ENGINEERING INC		450500482
f. LEWIS AQUI LANDSCAPE + ARCHITECTURAL DESIGN, LLC	LA2D	461023818

Team No.: 9

Prime Local Preference: Yes

Prime Name: SILVA ARCHITECTS LLC

FEIN No.: 204038377

Trade Name:

Sub-Consultants Name	Trade Name	Subs FEIN No.
a. FRAGA ENGINEERS, LLC		204038436
b. AMERICAN TESTING MATERIALS ENGINEERING, LLC.	ATM ENGINEERING LLC	462877285
c. AMBRO INC		650266641
d. BOTAS ENGINEERING INC		650670569
e. J BONFILL & ASSOCIATES INC		650133546
f. CURTIS & ROGERS DESIGN STUDIO INC		650294753



**MIAMI DADE COUNTY
INTERNAL SERVICES DEPARTMENT**

LIST OF RESPONDENTS

Project Name: Fire Station Rebuilds Groups A, B and C - Design Services for Various Miami-Dade County Fire Rescue Stations

Project No.: A18-MDFR-01

Measures: 32% SBE/AE

No. of Agreements: 3

Contract Type: MULTIPLE PROJECT

Submittal Date: 04/19/2019

Team No.: 10

Prime Local Preference: Yes

Prime Name: BEA ARCHITECTS INC

FEIN No.: 651020158

Trade Name:

Sub-Consultants Name	Trade Name	Subs FEIN No.
a. A D A ENGINEERING INC		592064498
b. PMM CONSULTING ENGINEERS CORP		592826347
c. LONGITUDE SURVEYORS LLC		364551726
d. RODOLFO IBARRA PE PA		650738755
e. GSLA DESIGN INC.		650410637
f. UNIVERSAL ENGINEERING SCIENCES INC		591117804
g. SEQUIL SYSTEMS INC		611429151

Team No.: 11

Prime Local Preference: Yes

Prime Name: FERGUSON GLASGOW SCHUSTER SOTO INC

FEIN No.: 591351858

Trade Name:

Sub-Consultants Name	Trade Name	Subs FEIN No.
a. DOUGLAS WOOD ASSOCIATES INC		650343713
b. LOUIS J AGUIRRE & ASSOCIATES PA		650164013
c. SRS ENGINEERING INC		650607552
d. NUTTING ENGINEERS OF FLORIDA INC		591159182
e. CURTIS & ROGERS DESIGN STUDIO INC		650294753
f. HADONNE CORP		651089850
g. SPINNAKER GROUP LLC		832279620

Memorandum



DATE: June 20, 2019

TO: Namita Uppal, Chief Procurement Officer
Internal Services Department

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

SUBJECT: Compliance Review
Fire Station Rebuilds Groups A, B and C
Design Services for Various Miami-Dade County Fire Rescue Stations
Project # A18-MDFR-01

Small Business Development (SBD), a Division of the Internal Services Department, has completed its review of the subject project for compliance with the Small Business Enterprise Architectural and Engineering Services (SBE-A&E) program. The contract measures established for this project is a 32% SBE-A&E Sub-Consultant goal.

The Strategic Procurement Division of the Internal Services Department submitted proposals that included the Certificate of Assurance from Lead A&E Firms: M C Harry & Associates, Inc., Landera Associates, PA, Perez Associates, Wolfberg Alvarez & Partners, Inc., Alleguez Architecture, Inc., Leo A Daly Company, Silva Architects, LLC, Bea Architects, Inc. and Ferguson Glasgow Schuster Soto, Inc., acknowledging the project's SBE measures. All referenced firms also submitted their Utilization Plan (UP) identifying the SBE sub-consultants to fulfill the 32% SBE-A&E Sub-Consultant goal via the Business Management Workforce System (BMWS). Please find the results of SBD's compliance review below.

FIRM:STATUS:

1. M C Harry & Associates, Inc.	Compliant
2. Landera Associates, PA	Compliant
3. Perez Associates	Compliant
4. Wolfberg Alvarez & Partners, Inc.	Compliant
5. Alleguez Architecture, Inc.	Compliant
6. Leo A Daly Company	Compliant
7. Silva Architects, LLC	Compliant
8. Bea Architects, Inc.	Compliant
9. Ferguson Glasgow Schuster Soto, Inc.	Compliant

SUMMARY:

M C Harry & Associates, Inc., (#1), a non-certified SBE-A&E firm committed to utilize the following certified SBE-A&E firms: Douglas Wood Associates, Inc., to perform Technical Certification Category (TC) 11.00 (General Structural Engineering) at 11.0%; Miller, Legg & Associates, Inc., to perform TC's 10.01 (Storm Water Drainage Design Engineering Services), 15.01 (Surveying and Mapping - Land Surveying), 15.03 (Underground Utility Location), 16.00 (General Civil Engineering) and 20.00 (Landscape Architecture) at 5.0% and SDM Consulting Engineers, Inc., to perform TC's 8.00 (Telecommunications Systems), 12.00 (General Mechanical Engineering) and 13.00 (General Electrical Engineering) at 16.0%.

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The Utilization Plan (UP) was submitted by M C Harry & Associates, Inc. and confirmed by each sub-consultant listed to achieve the SBE-A&E goal of 32.0%.

M C Harry & Associates, Inc., has satisfied the contract's 32.0% SBE-A&E Sub-consultant goal and is in compliance with the SBE-A&E measure established for this contract.

Landera Associates, PA., (#2), a non-certified SBE-A&E firm committed to utilize the following certified SBE-A&E firms: Gartek Engineering Corporation, to perform Technical Certification Categories (TC's) 11.00 (General Structural Engineering) at 28.0% and Landscape De, LLC, to perform TC 20.00 (Landscape Architecture) at 4.0%.

The Utilization Plan (UP) was submitted by Landera Associates, PA. and confirmed by each sub-consultant listed to achieve the SBE-A&E goal of 32.0%.

Landera Associates, PA., has satisfied the contract's 32.0% SBE-A&E Sub-consultant goal and is in compliance with the SBE-A&E measure established for this contract.

Perez Associates, (#3), a certified SBE-A&E firm committed to perform with its own forces the following Technical Certification Categories (TC's), 14.00 (Architecture), 18.00 (Architectural Construction Management) and 22.00 (ADA Title II Consultant) at 53.0% and to utilize the following certified SBE-A&E firms: Avino & Associates, Inc., to perform Technical Certification Categories (TC's), 10.01 (Environmental Engineering - Storm-water Drainage Design Engineering Services) and 16.00 (General Civil Engineering) at 10.0%; Bello And Bello Land Surveying Corporation to perform TC 15.01 (Surveying and Mapping - Land Surveying) at 4.0%; Botas Engineering, Inc., to perform TC 11.00 (General Structural Engineering) at 10.0%; Fraga Engineers, LLC., to perform TC's, 8.00 (Telecommunications Systems), 12.00 (General Mechanical Engineering) and 13.00 (General Electrical Engineering) at 15.0%; Greenspace Strategies Inc., to perform TC 20.00 (Landscape Architecture) at 5.0%; HR Engineering Services, Inc., to perform TC's 9.02 (Geotechnical and Materials Engineering Services) and 16.00 (General Civil Engineering) eligible to meet a percentage of the goal established for this project and Robayna and Associates, Inc. to perform TC 15.03 (Underground Utility Location) at 3%.

The Utilization Plan (UP) was submitted by Perez Associates and confirmed by each sub-consultant listed to achieve the SBE-A&E goal of 32.0%.

Perez Associates, has satisfied the contract's 32.0% SBE-A&E Sub-consultant goal and is in compliance with the SBE-A&E measure established for this contract.

Wolfberg Alvarez & Partners, Inc., (#4), a non-certified SBE-A&E firm committed to utilize the following certified SBE-A&E firms: Curtis & Rogers Design Studio, Inc., to perform Technical Certification Category (TC) 20.00 (Landscape Architecture) at 3.0%; J. Bonfill & Associates, Inc., to perform TC's, 15.01 (Surveying and Mapping - Land Surveying) and 15.03 (Underground Utility Location) at 3.0%; Nifah and Partners Consulting Engineers, Inc., to perform TC 11.00 (General Structural Engineering) at 14.0% and TWR Engineers, Inc., to perform TC's, 8.00 (Telecommunications Systems), 12.00 (General Mechanical Engineering) and 13.00 (General Electrical Engineering) at 12%.

The Utilization Plan (UP) was submitted by Wolfberg Alvarez & Partners, Inc., and confirmed by each sub-consultant listed to achieve the SBE-A&E goal of 32.0%.

Wolfberg Alvarez & Partners, Inc., has satisfied the contract's 32.0% SBE-A&E Sub-consultant goal and is in compliance with the SBE-A&E measure established for this contract.

Alleguez Architecture, Inc., (#5), a certified SBE-A&E firm committed to perform with its own forces the following Technical Certification Categories (TC's), 4.02 (Architectural Design), 14.00 (Architecture), 18.00

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(Architectural Construction Management) and 22.00 (Ada Title II Consultant) at 72.0% and to utilize the following certified SBE-A&E firms: Laura Llerena And Associates, Inc., to perform Technical Certification Category (TC), 20.00 (Landscape Architecture) at 3%; SDM Consulting Engineers, Inc., to perform TC's, 3.10 (Lighting), 4.01 (Engineering Design), 8.00 (Telecommunications Systems), 12.00 (General Mechanical Engineering), 13.00 (General Electrical Engineering) and 17.00 (Engineering Construction Management) at 15% and SRS Engineering, Inc., to perform TC's, 4.01 (Engineering Design), 16.00 (General Civil Engineering) and 17.00 (Engineering Construction Management) at 10.0%.

The Utilization Plan (UP) was submitted by Alleguez Architecture, Inc. and confirmed by each sub-consultant listed to achieve the SBE-A&E goal of 32.0%.

Alleguez Architecture, Inc., has satisfied the contract's 32.0% SBE-A&E Sub-consultant goal and is in compliance with the SBE-A&E measure established for this contract.

Leo A Daly (#6), a non-certified SBE-A&E firm committed to utilize the following certified SBE-A&E firms: Laura Llerena and Associates to perform Technical Certification Category (TC) 20.00 (Landscape Architecture) at 4.0%; Louis J. Aguirre & Associates, P.A. to perform TC's, 8.00 (Telecommunications Systems), 12.00 (General Mechanical Engineering) and 13.00 (General Electrical Engineering) at 20.0%; Milian, Swain & Associates, Inc., to perform TC's 10.01 (Storm Water Drainage Design Engineering Services) and 16.00 (General Civil Engineering) at 10.0% and Miller, Legg & Associates, Inc. to perform TC's, 15.01 (Surveying and Mapping - Land Surveying), 15.03 (Underground Utility Location) at 2.0%.

The Utilization Plan (UP) was submitted by Leo A Daly and confirmed by each sub-consultant listed to achieve the SBE-A&E goal of 32.0%.

Leo A Daly has satisfied the contract's 32.0% SBE-A&E Sub-consultant goal and is in compliance with the SBE-A&E measure established for this contract.

Silva Architects, LLC (#7) a certified SBE-A&E firm committed to perform with its own forces the following Technical Certification Categories (TC's), 4.02 (Architectural Design), 14.00 (Architecture), 18.00 (Architectural Construction Management) and 22.00 (Ada Title II Consultant) at 68% and to utilize the following certified SBE-A&E firm: Fraga Engineers, LLC, to perform Technical Certification Categories TC's, 8.00 (Telecommunications Systems), 12.00 (General Mechanical Engineering), 13.00 (General Electrical Engineering) and 17.00 (Engineering Construction Management) at 32%.

The Utilization Plan (UP) was submitted by Silva Architects, LLC and confirmed by the sub-consultant listed to achieve the SBE-A&E goal of 32.0%.

Silva Architects, LLC has satisfied the contract's 32.0% SBE-A&E Sub-consultant goal and is in compliance with the SBE-A&E measure established for this contract.

BEA Architects, Inc., (#8), a non-certified SBE-A&E firm committed to utilize the following certified SBE-A&E firms: A.D.A. Engineering, Inc., to perform Technical Certification Categories (TC's), 8.00 (Telecommunications Systems), 12.00 (General Mechanical Engineering) and 13.00 (General Electrical Engineering) at 18%; GSLA Design, Inc., to perform TC 20.00 (Landscape Architecture) at 1.0%; Longitude Surveyors, LLC to perform TC's 15.01 (Surveying and Mapping - Land Surveying) and 15.03 (Underground Utility Location) at 4.0%; PMM Consulting Engineers, Corp., to perform TC 11.00 (General Structural Engineering) at 6.0% and Rodolfo Ibarra, P.E., P.A. to perform TC 16.00 (General Civil Engineering) at 3.0%.

The Utilization Plan (UP) was submitted by BEA Architects, Inc., and confirmed by each sub-consultant listed to achieve the SBE-A&E goal of 32.0%.

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BEA Architects, Inc., has satisfied the contract's 32.0% SBE-A&E Sub-consultant goal and is in compliance with the SBE-A&E measure established for this contract.

Ferguson Glasgow Schuster Soto, Inc., (#9) a certified SBE-A&E firm committed to perform with its own forces the following Technical Certification Categories (TC's), 14.00 (Architecture), 18.00 (Architectural Construction Management) and 22.00 (Ada Title II Consultant) at 97.0% and to utilize the following certified SBE-A&E firms: Douglas Wood Associates, Inc., to perform TC 11.00 (General Structural Engineering) at 1.0%; Louis J. Aguirre & Associates, P.A. to perform TC's 8.00 (Telecommunications Systems), 12.00 (General Mechanical Engineering) and 13.00 (General Electrical Engineering) at 1.0% and SRS Engineering, Inc., to perform TC's, 10.01 (Storm Water Drainage Design Engineering Services) and 16.00 (General Civil Engineering) at 1.0%.

The Utilization Plan (UP) was submitted by Ferguson Glasgow Schuster Soto, Inc., and confirmed by each sub-consultant listed to achieve the SBE-A&E goal of 32.0%.

Ferguson Glasgow Schuster Soto, Inc., has satisfied the contract's 32.0% SBE-A&E Sub-consultant goal and is in compliance with the SBE-A&E measure established for this contract.

SBD has verified that none of the aforementioned firms are listed on the Goal Deficit Make-Up Report as of June 10, 2019. Also, a review of the History of Violations Report as of June 10, 2019 indicates that none of the aforementioned firms have an open violation. Please note that SBD staff reviewed and addressed compliance with the SBE-A&E measure. The Strategic Procurement Division of the Internal Services Department is responsible for any other issues that may exist. Should you have any questions or need any additional information, please do not hesitate to call Pedro Rosa, SBD Capital Improvement Project Specialist at (305) 375-3104.

c: Amado Gonzalez, ISD
Laurie Johnson, ISD

FIRST - TIER MEETING June 11, 2019		COMPETITIVE SELECTION COMMITTEE					SUB-TOTAL	TOTAL ADJUSTED SCORE	TOTAL ORGINAL SCORES	ORDINAL RANKING	FINAL RANK
MIAMI-DADE FIRE RESCUE (MDFR) Fire Station Rebuilds Groups A, B and C - Design Services for Various Miami-Dade County Fire Rescue Stations		Scott Mendelsberg, MDR	Angel Lamela, MDR	Isabel Padron, DTPW	Hugh P. Brown, WASO	Alice Arguelles, MDPLS					
TABULATION SHEET ISD PROJECT NO. A18-MDR-01											
1	M/G HARRY & ASSOCIATES INC (Local)	NAME OF FIRMS									
		1A - Qualification of firms including team members associated to the project (Max. 50 points)									
		2A - Knowledge and Past Experience of similar type projects (Max. 20 points)									
		3A - Past Performance of the Firms (Max. 20 points)									
		4A - Amount of Work Awarded and Paid by the County (Max. 5 points)									
		5A - Ability of team members to interface with the County (Max 5 points)									
		Ordinal Scores									
		Dropped Ordinal Scores									
		Dropped Qualitative Scores									
		Tie-Breaker(CSC Ords)-Criterion 1A,2A,3A,4A,5A, then Total Qual. Points for 1A,2A,3A,4A,5A. Tie-Breaker (Total Ord. Score)-Total Adjusted Qual. Points, then Total Qual. Points for 1A,2A,3A,4A,5A									
2	LANDERA ASSOCIATES PA (Local)	NAME OF FIRMS									
		1A - Qualification of firms including team members associated to the project (Max. 50 points)									
		2A - Knowledge and Past Experience of similar type projects (Max. 20 points)									
		3A - Past Performance of the Firms (Max. 20 points)									
		4A - Amount of Work Awarded and Paid by the County (Max. 5 points)									
		5A - Ability of team members to interface with the County (Max 5 points)									
		Ordinal Scores									
		Dropped Ordinal Scores									
		Dropped Qualitative Scores									
		Tie-Breaker(CSC Ords)-Criterion 1A,2A,3A,4A,5A, then Total Qual. Points for 1A,2A,3A,4A,5A. Tie-Breaker (Total Ord. Score)-Total Adjusted Qual. Points, then Total Qual. Points for 1A,2A,3A,4A,5A									

FIRST - TIER MEETING June 11, 2019											
MIAMI-DADE FIRE RESCUE (MDFR) Fire Station Rebuilds Groups A, B and C - Design Services for Various Miami-Dade County Fire Rescue Stations											
TABULATION SHEET ISD PROJECT NO. A18-MDFR-01											
COMPETITIVE SELECTION COMMITTEE											
SUB-TOTAL											
TOTAL QUALITATIVE SCORE											
TOTAL ADJ. ORIGINAL SCORE											
ORDINAL RANKING											
FINAL RANK											
3	PEREZ ASSOCIATES (Non-Local)										
	1A - Qualification of firms including team members associated to the project (Max. 50 points)										
	2A - Knowledge and Past Experience of similar type projects (Max. 20 points)										
	3A - Past Performance of the Firms (Max. 20 points)										
	4A - Amount of Work Awarded and Paid by the County (Max. 5 points)										
	5A - Ability of team members to interface with the County (Max. 5 points)										
	Ordinal Scores										
	Dropped Ordinal Scores										
	Dropped Qualitative Scores										
	Tie-Breaker(CSC Ords)-Criterion 1A,2A,3A,4A,5A, then Total Qual. Points for 1A,2A,3A,4A,5A										
	Tie-Breaker (Total Ord. Score)-Total Adjusted Qual. Points, then Total Qual. Points for 1A,2A,3A,4A,5A										
4	WOLFBURG ALVAREZ & PARTNERS INC (Local)										
	1A - Qualification of firms including team members associated to the project (Max. 50 points)										
	2A - Knowledge and Past Experience of similar type projects (Max. 20 points)										
	3A - Past Performance of the Firms (Max. 20 points)										
	4A - Amount of Work Awarded and Paid by the County (Max. 5 points)										
	5A - Ability of team members to interface with the County (Max. 5 points)										
	Ordinal Scores										
	Dropped Ordinal Scores										
	Dropped Qualitative Scores										
	Tie-Breaker(CSC Ords)-Criterion 1A,2A,3A,4A,5A, then Total Qual. Points for 1A,2A,3A,4A,5A										
	Tie-Breaker (Total Ord. Score)-Total Adjusted Qual. Points, then Total Qual. Points for 1A,2A,3A,4A,5A										

FIRST - TIER MEETING June 11, 2019		COMPETITIVE SELECTION COMMITTEE					SUB-TOTAL	TOTAL ADJUSTED SCORE	TOTAL ORDINAL RANKING	FINAL RANK
MIAMI-DADE FIRE RESCUE (MDFR) Fire Station Rebuilds Groups A, B and C - Design Services for Various Miami-Dade County Fire Rescue Stations		Scott Mendelberg, MDR	Angel Lamela, MDR	Isabel Padron, DTPW	Hugh P. Brown, WASD	Alice Arguillas, MDPLS				
TABULATION SHEET ISD PROJECT NO. A18-MDFR-01										
6	ALLEGUEZ ARCHITECTURE INC (Local) 1A - Qualification of firms including team members associated to the project (Max. 60 points) 2A - Knowledge and Past Experience of similar type projects (Max. 20 points) 3A - Past Performance of the Firms (Max. 20 points) 4A - Amount of Work Awarded and Paid by the County (Max. 5 points) 5A - Ability of team members to interface with the County (Max 5 points)	45 19 17 5 4	49 20 20 3 5	48 18 15 5 4	40 20 17 2 5	49 19 19 2 5	231 96 88 17 23			
	Ordinal Scores Dropped Ordinal Scores Dropped Qualitative Scores	1	2	3	8	2				
	Tie-Breaker(CSC Ords)-Criterion 1A,2A,3A,4A,5A, then Total Qual. Points for 1A,2A,3A,4A,5A. Tie-Breaker (Total Ord. Score)-Total Adjusted Qual. Points, then Total Qual. Points for 1A,2A,3A,4A,5A									
7	LEO A DALY COMPANY (Local) 1A - Qualification of firms including team members associated to the project (Max. 60 points) 2A - Knowledge and Past Experience of similar type projects (Max. 20 points) 3A - Past Performance of the Firms (Max. 20 points) 4A - Amount of Work Awarded and Paid by the County (Max. 5 points) 5A - Ability of team members to interface with the County (Max 5 points)	46 10 17 1 4	30 13 13 4 5	44 16 12 1 4	40 20 18 4 5	43 17 19 2 3	202 78 79 12 21			
	Ordinal Scores Dropped Ordinal Scores Dropped Qualitative Scores	7	8	6	3	8				
	Tie-Breaker(CSC Ords)-Criterion 1A,2A,3A,4A,5A, then Total Qual. Points for 1A,2A,3A,4A,5A. Tie-Breaker (Total Ord. Score)-Total Adjusted Qual. Points, then Total Qual. Points for 1A,2A,3A,4A,5A									
8	JORGENSEN/PIERREZ ARCHITECTS (Miami-Dade)									

FIRST - TIER MEETING June 11, 2019		COMPETITIVE SELECTION COMMITTEE					SUB-TOTAL	TOTAL ADJUSTED QUALITATIVE SCORE	TOTAL ADJUSTED ORDINAL SCORES	ORDINAL RANKING	FINAL RANK
MIAMI-DADE FIRE RESCUE (MDFR) Fire Station Rebuilds Groups A, B and C - Design Services for Various Miami-Dade County Fire Rescue Stations		Scott Mendelberg, MDR	Angel Lamela, MDR	Isabel Padron, DTPW	Hugh P. Brown, WASD	Alice Argueta, MDPLS					
TABULATION SHEET ISD PROJECT NO. A18-MDR-01											
9	SILVA ARCHITECTS LLC (Local)	45	40	50	40	49	224				
	1A - Qualification of firms including team members associated to the project (Max. 50 points)	16	18	20	20	18	91				
	2A - Knowledge and Past Experience of similar type projects (Max. 20 points)	17	16	12	20	18	84				
	3A - Past Performance of the Firms (Max. 20 points)	5	4	4	4	4	21				
	4A - Amount of Work Awarded and Paid by the County (Max. 5 points)	4	5	4	5	5	23				
	5A - Ability of team members to interface with the County (Max 5 points)	86	83	90	89	95					
	Ordinal Scores	4	3	2	2	1					
	Dropped Ordinal Scores										
	Dropped Qualitative Scores										
	Tie-Breaker(CSC Ords)-Criterion 1A,2A,3A,4A,5A, then Total Qual. Points for 1A,2A,3A,4A,5A.										
	Tie-Breaker (Total Ord. Score)-Total Adjusted Qual. Points, then Total Qual. Points for 1A,2A,3A,4A,5A										
10	BBA ARCHITECTS INC (Eliminated)										
11	FERGUSON GLASGOW SCHUSTER SOTO INC (Local)	45	40	48	40	49	222				
	1A - Qualification of firms including team members associated to the project (Max. 50 points)	16	18	18	20	18	92				
	2A - Knowledge and Past Experience of similar type projects (Max. 20 points)	17	16	12	18	19	82				
	3A - Past Performance of the Firms (Max. 20 points)	3	2	2	1	1	9				
	4A - Amount of Work Awarded and Paid by the County (Max. 5 points)	4	5	4	5	5	23				
	5A - Ability of team members to interface with the County (Max 5 points)	87	81	84	84	92					
	Ordinal Scores	3	4	5	7	3					
	Dropped Ordinal Scores										
	Dropped Qualitative Scores										
	Tie-Breaker(CSC Ords)-Criterion 1A,2A,3A,4A,5A, then Total Qual. Points for 1A,2A,3A,4A,5A.										
	Tie-Breaker (Total Ord. Score)-Total Adjusted Qual. Points, then Total Qual. Points for 1A,2A,3A,4A,5A										

Pending SBD Compliance
Amado Gonzalez, ISD Chairperson

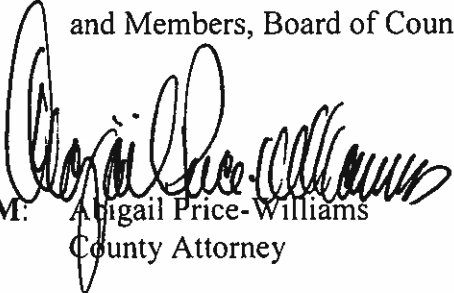


MEMORANDUM

(Revised)

TO: Honorable Chairwoman Audrey M. Edmonson
and Members, Board of County Commissioners

DATE: February 4, 2020

FROM: 
Abigail Price-Williams
County Attorney

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

Please note any items checked.

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

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(E)(1)
2-4-20

RESOLUTION NO. R-94-20

RESOLUTION APPROVING THE PROFESSIONAL SERVICES AGREEMENT BETWEEN MIAMI-DADE COUNTY AND LANDERA ASSOCIATES, P.A., PROJECT NO. A18-MDFR-01-B, FOR ARCHITECTURAL AND ENGINEERING DESIGN SERVICES AND CONSTRUCTION ADMINISTRATION OF MIAMI-DADE FIRE RESCUE STATIONS 6 AND 17 IN AN AMOUNT NOT TO EXCEED \$891,845.40, INCLUSIVE OF A CONTINGENCY ALLOWANCE OF \$76,531.40; AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE PROVISIONS CONTAINED THEREIN

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

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

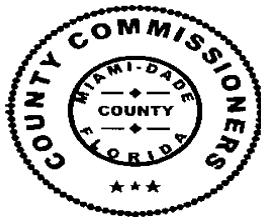
Section 1. Approves the execution of a Professional Services agreement between Miami-Dade County and Landera Associates, P.A., Project No. A18-MDFR-01-B, for architectural and engineering design services and construction administration of Miami-Dade Fire Rescue Stations 6 and 17, in an amount not to exceed \$891,845.40, inclusive of the contingency allowance of \$76,531.40, in substantially the form attached hereto and made part hereof.

Section 2. Authorizes the County Mayor or County Mayor's designee to execute the Professional Services Agreement after review and approval by the County Attorney's Office; and to exercise any cancellation and other provisions contained therein.

The foregoing resolution was offered by Commissioner **Rebeca Sosa**,
who moved its adoption. The motion was seconded by Commissioner **Xavier L. Suarez** and
upon being put to a vote, the vote was as follows:

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

The Chairperson thereupon declared the resolution duly passed and adopted this 4th day of February, 2020. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this Resolution and the filing of this approval with the Clerk of the Board.



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

HARVEY RUVIN, CLERK

Linda L. Cave

By: _____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

HCB

Hugo Benitez

PROFESSIONAL SERVICES AGREEMENT

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ARTICLE 1 - DEFINITIONS

- 1.01) **ADDITIONAL SERVICES:** Those professional services defined in Section 2.02.
- 1.02) **BASIC SERVICES:** Those professional services defined in Section 2.01.
- 1.03) **BUSINESS MANAGEMENT WORKFORCE SYSTEM (BMWS):** shall refer to the County's web-based system that firms must utilize to comply with Small Business Enterprise (SBE), Wage and/or Workforce programs and Subcontractor reporting requirements (<http://mdcsbd.gob2g.com>)
- 1.04) **BOARD OF COUNTY COMMISSIONERS:** The duly elected officials authorized to act on behalf of the Owner.
- 1.05) **CONSULTANT:** The Architect/Engineer who has entered into a contract with the Owner to provide professional services under this Agreement. He/she shall act as the Owner's representative during the Construction Phase of the project, inclusive of the Warranty Phase.
- 1.06) **CONTRACTOR:** The firm who has entered into a Contract with the Owner for the construction of County facilities and incidentals thereto.
- 1.07) **CONTRACTING OFFICER:** Miami-Dade County acting through the Fire Rescue Department and its authorized representatives, providing administrative and contracting services for the duration of this Agreement.
- 1.08) **OWNER:** Miami-Dade County, a political subdivision of the State of Florida.
- 1.09) **PROJECT:** The construction and all services and incidentals thereto of the scope of work as contemplated and budgeted by the Owner, and listed in this Agreement.
- 1.10) **PROJECT MANAGER (PM):** An individual designated by the County to represent the Owner during the design and construction of the Project.
- 1.11) **PROJECT MANUAL:** Part of the Contract Documents comprising the non-technical specifications and the technical specifications of the Project in the CSI format.
- 1.12) **SCOPE OF WORK:** Includes, but is not limited to, full Architectural and Engineering Services necessary to prepare the Architectural Program, Construction Plans and Specifications, and Bid Documents as well as to provide for Construction Supervision Services for the MIAMI-DADE COUNTY FIRE RESCUE STATIONS NO. 6 AND 17, as described in Article 7 of this Agreement.
- 1.13) **SERVICE ORDER:** A document issued by the Owner to the Consultant authorizing the performance of specific professional services, stating the time for completion and amount of the fee authorized for such services. In case of emergency, the Owner reserves the right to issue oral authorization to the Consultant with the understanding that written confirmation shall follow immediately thereafter.

MIAMI-DADE COUNTY FIRE RESCUE STATIONS NO. 6 AND 17
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- 1.14) USING AGENCY:** Miami-Dade Fire Rescue Department hereinafter referred to as the "Department". The Department's Director or her designee shall act on behalf of the Owner on all matters pertaining to this Agreement.
- 1.15) 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.

ARTICLE 2 - SERVICES AND RESPONSIBILITIES OF THE CONSULTANT

2.01) BASIC SERVICES: The Consultant agrees to provide complete professional architectural and engineering services for the five Phases enumerated herein, including all civil engineering, structural engineering, architectural, interior design, mechanical/plumbing engineering, electrical engineering, landscape and LEED design and Certification services required for the Project. The drawings shall be produced as AutoCAD ".dwg" extension files, in version 2010 and as acceptable to the Owner. These services are hereinafter referred to as "Basic Services". The Consultant will be responsible for writing and distributing minutes of all meetings he/she is asked to attend. When a reproducible set of documents is referred to hereunder, it shall mean an unbound full-sized (or reduced-size if requested) reproducible set of all documents with a soft copy (CD).

2.01.A) Phase I – Site Investigation, Programming and Schematic Design:

- 2.01.A.1)** Upon receipt of an authorization to proceed from the Owner the Consultant shall request from the owner a survey of the proposed Project site. The survey shall give boundary dimensions, location of existing structures or similar site improvements; trees; the grades and lines of street, pavement and adjoining properties; right of ways, restrictions and easements; topographic data of the building site; and information as it relates to sewer, water, gas and electrical services available to the site and any other information that the Architect / Engineer may deem necessary. The Consultant shall also request from the owner percolation tests; environmental, chemical, mechanical, structural, or other tests when deemed necessary; and appropriate professional engineer's interpretation thereof and recommendations. The Consultant shall recommend such necessary tests to the Owner and provide required scope of services.
- 2.01.A.2)** The Consultant shall confer with the Owner to present in writing, and if requested in an oral presentation, an informational Site Analysis Report, comprising survey information, utilities, soils report and geotechnical engineer's recommendations.
- 2.01.A.3)** Upon receipt of an authorization to proceed from the Owner the Consultant shall confer with representatives of the Owner to establish a Program consisting of a detailed listing of all functions, spaces and elements together with the square footage of each assignable space, gross square footage, FF&E schedule, and space adjacencies. The Owner's representatives may include staff of various technical specialties, such as data and telecommunications, elevators, building management, Art in Public Places, ADA, etc. If the Project needs are so unique that a special analysis of the Owner's requirements is necessary to establish a more

MIAMI-DADE COUNTY FIRE RESCUE STATIONS NO. 6 AND 17
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detailed program, said services may be authorized by the Owner as Additional Services.

2.01.A.4) The Consultant shall prepare and present in writing, and if requested in an oral presentation, for approval by the Owner, a Design Concept and Schematic Reports, comprising Schematic Design Studies, a Project Development Schedule and a statement of Probable Construction Costs in CSI format as defined below:

2.01.A.4A) The Schematic Design Studies shall consist of site plans, floor plans, elevations, sections and all other elements required to show the scale and relationship of the components and design concepts of the whole. Site plans shall include a zoning analysis and identification of any special site or environmental requirements affecting the site. The floor plans may be single line diagrams.

2.01.A.4B) A simple perspective rendering or sketch, model or photograph thereof shall be provided to further show the design concept. Studies shall include a general description of the major components (civil, structural, mechanical and electrical systems) of the Project.

2.01.A.4C) The Project Development Schedule shall show the proposed completion date of each Phase of the Project: (1) Design Development; (2) Construction Documents Development; (3) Bidding and Award of Contract; and (4) Construction. The Consultant shall be held directly responsible for adhering to the Project Development Schedule and requirements for submittal that are related to their scope of work under this Agreement (Refer to Sections 8.04.B).

2.01.A.4C.1) Each time any portion of the Project Development Schedule is not met through no fault of the Owner, and/or a required submittal is incomplete the Consultant must submit an Updated Project Development Schedule in accordance with the requirements of 2.01.A.4C above within seven (7) calendar days. Said Development Schedule must include a "Recovery Plan" component providing a detailed explanation for said deviation, and proposal for recovering lost time. When delays are Owner-caused, the Consultant shall so state. The Owner must approve all updated Project Development Schedules.

2.01.A.4D) The Statement of Probable Construction Costs shall include a detailed breakdown of the estimated cost of the building(s), including fixed equipment, site improvements, professional fees,

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general requirements, construction contingency allowance, movable equipment (as applicable), utility service extensions and funding allocation evaluation comprising a brief description of the basis for estimated costs. The Statement of Probable Construction Costs shall be submitted in CSI format using the standard 16 Divisions. Costs shall be adjusted to the projected bid date. Cost or scope reduction recommendations must be included with the submittal at no additional cost to the Owner if necessary to meet the Project's allocated budget. A Service Order to proceed with Phase II will not be issued if the Statement of Probable Construction Costs exceeds the total allocated budget for construction, unless the Consultant and the Owner agree on methods to enable construction to be completed within the funds available or additional funds are allocated thru the County Budget process. Included in the Statement of Probable Construction Costs shall be all additional project costs to comply with all applicable Ordinances, Resolutions, and Administrative Orders affecting the Construction Project. Said Ordinances and Resolutions include, but are not limited to (Refer to Section 8.09.B):

Ordinance No. 90-143—Responsible Wages and Benefits;

Ordinance No. 97-215—Inspector General

Resolution R-516-96—Independent Private-Sector Inspector General (IPSIG) Services;

Ordinance No. 73-77 — Art in Public Places.

2.01.A.4E) If the statement of Probable Construction Costs exceeds allocated funds, the Consultant shall prepare recommendations for reducing the scope of the Project in order to bring the estimated costs within allocated funds at no additional cost to the owner.

2.01.A.5) The Consultant shall submit six (6) copies of documents required under this Phase, without additional charge as part of basic services, for review and approval by the Owner. The Consultant shall not proceed to the next Phase of the Project until the Owner issues an authorization to proceed. The review (check) set shall be returned to the Owner.

2.01.B) Phase II - Design Development

2.01.B.1) Upon receipt of an authorization to proceed from the Owner, and based on the approved Programming and Schematic Design documents, the Consultant shall prepare for approval by the Owner and present in writing and, if requested by the Owner, at an oral presentation, the following:

MIAMI-DADE COUNTY FIRE RESCUE STATIONS NO. 6 AND 17
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Design Development Documents, an updated Project Development Schedule, an updated Statement of Probable Construction Costs, and Response to Owner's comments from previous Schematic Design Phase submission, as defined below:

- 2.01.B.1A)** The Design Development Documents shall consist of drawings (site plans, floor plans, elevations, sections, etc.), outline specifications, and other documents that delineate and describe the character of the entire Project with respect to architectural design; FF&E; civil, structural, mechanical and electrical systems; landscaping; construction materials and finishes and other items incidental thereto as may be appropriate and applicable. Consultant's staff from each of the major technical disciplines shall attend the oral presentation (if requested by the Owner) of Phase II documents, to explain the design concept of their systems.
- 2.01.B.1B)** An updated Development Schedule showing the proposed completion date of each of the remaining Phases of the Project (Refer to Section 2.01.A.4C).
- 2.01.B.1C)** An updated Statement of Probable Construction Costs (Refer to Section 2.01.A.4D). A Service Order to proceed with Phase III will not be issued if the latest Statement of Probable Construction Costs exceeds the total allocated budget for construction, unless the Consultant and the Owner agree on methods to enable construction to be completed within the funds available.
 - 2.01.B.1C.1)** If the updated statement of Probable Construction Costs exceeds allocated funds, the Consultant shall prepare recommendations for reducing the scope of the Project in order to bring the estimated costs within allocated funds at no additional cost to the Owner.
- 2.01.B.2)** The Consultant shall return to the Owner review (check) sets of documents from the previous Schematic Design Phase submission. The Consultant shall provide an appropriate response to all review commentary noted on the previous Phase documents. The Consultant shall not proceed to the next Phase of the Project without the Owner's authorization to proceed.
- 2.01.B.3)** The Consultant shall submit six (6) copies of documents required under this Phase, without additional charge as part of basic services, for review and approval by the Owner. The Consultant shall not proceed to the next Phase of the Project until the Owner issues an authorization to proceed. The review (check) set shall be returned to the Owner.

MIAMI-DADE COUNTY FIRE RESCUE STATIONS NO. 6 AND 17
A18-MDFR-01

- 2.01.B.4)** Pursuant to Miami-Dade County Administrative Order 3-26, and as applicable, the Consultant shall participate in a Value Analysis/Engineering (VA/E). The VA/E will be conducted by an independent Consultant under contract to the Owner and be supervised by the Project Manager. The Consultant will provide documents, make an opening presentation relative to the contents of those documents, respond to questions posed by the VA consultant through the Project Manager, and be given the opportunity to respond to the VA/E's recommendations. Recommendations agreed to and required by the Owner will be incorporated by the Consultant into the Phase III Services.

2.01.C) Phase III - Construction Documents Development

- 2.01.C.1)** Upon receipt of an authorization to proceed from the Owner, and based on the approved Design Development Documents, the Consultant shall prepare the Final Construction Documents setting forth in detail the requirements for the construction of the Project, including the Proposal-Agreement (Bid) form, Conditions of the Contract with all necessary information for the bidders, complete drawings, Project Manual. The Consultant is responsible for complete coordination between the architectural/engineering disciplines and compliance of the Design and Construction Documents with all applicable Codes.

- 2.01.C.2)** Fifty percent (50%) Construction Documents Submittal: The Consultant shall (at no additional charge as part of basic services) make a fifty percent (50%) Construction Documents submittal, for review and approval by the Owner, which shall include the following:

- 2.01.C.2A)** Six (6) sets of all fifty percent (50%) construction drawings. The Consultant shall include a complete index of drawing sheets with all anticipated drawings necessary to fully define the construction and an estimate of the current percent of completion of each of the drawings.

- 2.01.C.2B)** Six (6) sets of the Project Manual. The Consultant shall in his/her preparation of the Project Manual, use CSI Standards, including the 16-Division and 4-Part Section format, developed and recommended by the Construction Specifications Institute (CSI). The Project Manual at the 50% Construction Documents submittal shall include all sections of "Division 1" which shall be one hundred percent (100%) completed, and one hundred percent (100%) of the technical specification sections, which shall be fifty percent (50%) completed to include the section's contents. These specifications shall be in final form, except as may be revised through the review process and shall be more than merely outline specifications as submitted during the Design Development Phase.

- 2.01.C.2C) Color boards, which shall show complete color selections for all finish materials. A rendered presentation-quality perspective drawing of the building, mounted on foam-core board, 24"x36" minimum size. The Consultant shall provide electronic image file on disk of the perspective rendering, for the Owner's use in publications, presentations and other County means of communication.
- 2.01.C.2D) An updated Development Schedule showing the proposed completion date of each of the remaining Phases of the Project (Refer to Section 2.01.A.4C).
- 2.01.C.2E) An updated Statement of Probable Construction Costs (Refer to Section 2.01.A.4D). A Service Order to proceed with Phase IV will not be issued if the latest Statement of Probable Construction Costs exceeds the total allocated budget for construction, unless the Consultant and the Owner agree on methods to enable construction to be completed within the funds available.
 - 2.01.C.2E.1) If the updated statement of Probable Construction Costs exceeds allocated funds at no fault of the Owner through increased scope changes, the Consultant shall prepare recommendations for reducing the scope of the Project in order to bring the estimated costs within allocated funds at no additional cost to the Owner.
 - 2.01.C.2E.2) The Consultant may be authorized to include in Construction Documents approved additive or deductive alternate bid items, to permit the Owner to award a Construction Contract within the limit of the Total Allocated Funds.
- 2.01.C.3) The Consultant shall return to the Owner review (check) sets of documents from the Design Development Phase submission. The Consultant shall provide an appropriate response to all review commentary noted on the previous Phase documents.
- 2.01.C.4) The Consultant shall not proceed with further Construction Documents Development until approval of the 50% documents is received from the Owner and authorization issued to proceed with the next phase. Approval by the Owner shall be for progress only and does not relieve the Consultant of its responsibilities and liabilities relative to code compliance and to other covenants contained in this Agreement. The Consultant shall resolve all questions indicated on the documents and make all changes to

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the documents necessary in response to the review commentary. The 50% Documents review (check) set shall be returned to the Owner.

2.01.C.5) One hundred percent (100%) Construction Documents Submittal: The Consultant shall (as part of basic services) make a one hundred percent (100%) Construction Documents submittal, for final review, comments, and approval by the Owner. The Owner shall review documents for program compliance only; it is the Consultant's responsibility to coordinate his/her work as well as the work generated by the various Sub-consultants involved with the Project. The one hundred percent (100%) submittal shall include the following:

2.01.C.5.A) Six (6) sets of all one hundred percent 100% construction drawings.

2.01.C.5.B) Six (6) sets of the Project Manual. These specifications shall be in final form, except as may be revised through the review process.

2.01.C.5.C) Six (6) sets of all reports, programs, calculations, and similar documents necessary for the issuance of documents for bidding and Construction Contract award.

2.01.C.5.D) An updated Development Schedule showing the proposed completion date of each Phase of the Project (Refer to Section 2.01.A.4C) and proposed date of occupancy.

2.01.C.5.E) An updated Statement of Probable Construction Costs (Refer to Section 2.01.A.4D). The Statement of Probable Construction Costs shall include all adjustments necessary for projected award date, changes in requirements, or general market conditions. If the Statement of Probable Construction Cost exceeds the total allocated budget for construction, the Consultant is responsible and shall review materials, equipment, component systems and types of construction included in the Contract Documents and shall recommend changes in such items, reasonable adjustment in the scope of the Project and/or Additive Alternates that will result in bids within the allocated budget. All such changes in the Contract Documents shall be made at no additional cost to the Owner.

2.01.C.5E.1) If the updated statement of Probable Construction Costs exceeds allocated funds not the fault of the Owner through increased scope changes, the Consultant shall prepare recommendations for reducing the scope of the Project in order to bring the estimated costs within allocated funds at no additional cost to the Owner.

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- 2.01.C.6)** The Consultant will usher the permit dry run documents through the Miami-Dade County Building Department and other applicable regulatory agencies. The Consultant shall address revisions and attend meetings as required to resolve code compliance comments. The Consultant shall assist the Owner in filing and following-up for permit approvals at the earliest practicable time during the performance of the services. The Consultant is responsible for preparing all the necessary portions of the Contract Documents necessary for approval by County, State and/or Federal authorities having jurisdiction over the Project by law or contract with the County and shall assist in obtaining any such applicable certifications of "permit approval" by such authorities prior to approval by the Owner of the one hundred percent (100%) Contract Documents. The Consultant shall promptly, at any time during the performance of the Services hereunder, advise the Owner of any substantial increases in costs set forth in the Statement of Probable Construction Cost that in the opinion of the Consultant is caused by the requirement(s) of such authorities.
- 2.01.C.7)** The Consultant shall make all required changes and resolve all questions presented by the Owner and/or permitting authorities on the documents. The one hundred percent (100%) complete check set(s) shall be returned to the Owner. Upon final approval by the Owner, The Consultant shall furnish one (1) unbound reproducible and one (1) bound set, of all drawings and Project Manual to the Owner, without additional charge. The Consultant shall also provide electronic format files on disk, including ".dwg" and ".pdf" drawings, and MS Word compatible ".doc" files of Project Manual, to the Owner, without additional charge.
- 2.01.C.8)** The Consultant shall return to the Owner review (check) sets of the fifty percent (50%) construction Documents submission. The Consultant shall provide an appropriate response to all review commentary noted on the previous Phase documents.
- 2.01.C.9)** If requested by the Owner, the Consultant shall prepare and/or assist the Owner in the preparation of documents to initiate the bid and award for the Project.

2.01.D) Phase IV - Bidding and Award of Contract

- 2.01.D.1)** Approval of Bid Documents and Printing: Upon obtaining all necessary approvals of the Construction Documents from authorities having jurisdiction, and acceptance by the Owner of the Bid Documents and latest Statement of Probable Construction Cost, the Consultant shall assist the Owner in obtaining bids, preparing and awarding the Construction Contract. The Owner, for bidding purposes, will have the bid documents (drawings and Project Manual) printed through its existing agreements

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with printing firms, or, at its own discretion, may authorize such printing as a reimbursable service to the Consultant.

2.01.D.2) Issuance of Bid Documents, Addenda, Pre-Bid Meetings, and Bid Opening:

2.01.D.2A) If requested by the Owner, the Consultant shall assist the Owner, in issuing the Bid Documents to prospective bidders.

2.01.D.2B) The Consultant shall record all questions, prepare and issue an appropriate response to such questions (Addenda), if any are required, during the bidding period. If requested by the Owner, the Consultant shall advise all bidders to submit in writing, any questions to which a response is necessary to prepare a bid on the Project. The Consultant shall maintain a complete log of addenda issued on an Owner furnished form. No addenda shall be issued without the Owner's concurrence.

2.01.D.2C) The Owner has established a policy requiring a "Pre-Bid Meeting", for Projects. If requested by the Owner, the Consultant shall assist the Owner in the scheduling and notification of all prospective bidders for such pre-bid meetings. The Consultant shall attend all Pre-Bid Meetings and require attendance of major sub-consultants at such meetings. The Consultant shall record the minutes of said meetings. The Consultant shall prepare, no later than two (2) days after said meeting, minutes of meeting(s), prepare, and issue Addenda responding to issues raised at the pre-bid meeting(s). If requested, the Consultant shall assist the Owner in executing the "Pre-Bid Attendance Affidavit" for attendees at "Mandatory" Pre-Bid Meetings no later than two (2) days after said meeting. The Consultant shall furnish the above to the Owner no later than two (2) days following said meeting(s).

2.01.D.2D) The Consultant shall be present at the bid opening with the Owner's staff. If requested by the Owner, the Consultant shall prepare the "Bid Tabulation" in the form approved or provided by the Owner, listing all General Contractors who obtained the Bid documents and any bid amounts submitted by the Bidders.

2.01.D.3) The Consultant shall assist the Owner in the evaluation and analysis of bids, determining the responsiveness of bids and the preparing of documents for Award of Contract. If the lowest responsive Base Bid received exceeds the total allocated funds, the Owner may:

2.01.D3A) Approve the increase in the Project Budget and award a Contract.

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- 2.01.D.3B)** Reject all bids and re-bid the Project within a reasonable time with a reduced scope, if applicable.
- 2.01.D.3C)** If the Owner finds that the bid price exceeds total allocated funds by more than 10%, the Owner will direct the Consultant to prepare an analysis to determine the cause or causes for the bid price excess. The consultant shall prepare this analysis at no additional cost to the Owner. The Owner shall review the Consultant's analysis and make a determination whether the bid price exceeds the total allocated funds at no fault of the consultant, or whether the cause or causes for higher bids can be attributed to the Consultant's failure to control or anticipate higher costs.
- 2.01.D.3D)** If the Owner determines that the bid price exceeds total allocated funds by more than 10% at the fault of the Consultant, the Owner will direct the Consultant to revise the Contract Documents, without changing the scope of the Project, and re-bid the Work included in the revised Contract Documents (in which case the Architect/Engineer shall again perform the work specified herein before, at no additional compensation, except for the reimbursement of the cost of printing of Contract Documents). The Owner may recognize exceptional construction market cost fluctuations before exercising this option;
- 2.01.D.3E)** Suspend or abandon the Project.

2.01.E) Phase V - Administration of the Construction Contract

- 2.01.E.1)** The Construction Phase will commence with the award of a Construction Contract and will terminate when the Owner approves the Contractor's final Capital Project Payment Certificate. During this period, the Consultant shall provide Administration of the Construction Contract and this Agreement.
- 2.01.E.2)** The Consultant, as the representative of the Owner during the Construction Phase, shall advise and consult with the Owner and shall have the authority to act on behalf of the Owner to the extent provided in the Construction Contract.
- 2.01.E.3)** The Consultant and its Subconsultants shall visit the site to conduct field inspections during this phase, as required including but not limited to: all key construction events, and to ascertain the progress of the work and to determine, in general, if the work is proceeding in accordance with the Contract Documents. The Consultant and its Sub consultants shall provide all certifications; Special inspection services; inspections required by

the authorities having jurisdiction; perform and approve the required inspections as customarily provided, under the Florida Building Code (FBC). Threshold inspections shall be provided by the Consultant as part of the Phase V Basic Services. On the basis of on-site observations, the Consultant and its Sub consultants shall endeavor to safeguard the Owner against defects and deficiencies in the work of the Contractor. The Consultant will be responsible at no additional cost to the Owner for writing minutes of all meetings and field inspection reports they are asked to attend. The Consultant shall distribute the minutes within two (2) days of said meeting. The Consultant and its Sub consultants will not be held responsible for construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the work for which the Contractor is responsible. The Consultant and its Sub consultants will not be held responsible for the Contractor's or Subcontractors', or any of their agents' or employees' failure to perform the work in accordance with the Contract except to the extent such failure of performance caused by the Consultant's negligent acts, errors or omissions.

2.01.E.4) The Consultant shall furnish the Owner with a written report of all observations of the work and require all Sub consultants to do the same during each visit to the site. The report shall also note the general status and progress of the work. Copies of said report shall be submitted to the Contractor and Owner within two (2) days of the site visit. Copies of the reports shall be attached to the request for monthly professional services payment for the Construction Administration Services Phase. If requested by the Owner, the Consultant and/or Sub consultants shall provide additional detail on written reports of observations of the work. The Consultant's failure to provide written reports of all site visits or minutes of meetings in accordance with this Agreement shall result in a proportional reduction in Construction Administration fees paid to the Consultant. The Consultant and its Sub consultants shall ascertain that the Contractor is making notations on the "record drawings" and shall notify the Owner if such notations do not appear to be timely, accurate or complete.

2.01.E.5) Based on observations at the site and consultation with the Owner, the Consultant shall review the Contractor's payment requisitions, determine the amount due the Contractor, and shall recommend approval of such amount. This recommendation shall constitute a representation, by the Consultant, to the Owner, that to the best of the Consultant's knowledge, information and belief, the work has progressed to the point indicated, the quality of the work is in accordance with the Contract Documents and the Contractor is entitled to amounts stated on the requisition subject to:

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- 2.01.E.5A)** Evaluation of the work for conformance with the Contract Documents;
- 2.01.E.5B)** The results of testing required by the Contract Documents; for which final results have not been received,
- 2.01.E.5C)** Minor deviations from the Contract Documents correctable prior to completion;
- 2.01.E.5D)** Specific written representations made by the Contractor on the Capital Project Payment Certificate or attachments thereto; and prior to recommending payment to the Contractor, the Consultant will prepare a written statement to the Owner on the status of the work relative to the Construction Schedule, which shall be attached to the Contractor's Requisition. Such statement shall be prepared immediately following the payment requisition review field meeting and shall not be cause for delay in timely payment to the Contractor.
- 2.01.E.6)** For purposes of this Phase, the Consultant shall be the interpreter of the Contract Documents. The Consultant shall make recommendations on all claims from the Contractor relating to the execution and progress of the work and all other matters or questions related thereto.
- 2.01.E.7)** The Consultant shall recommend to the Owner any rejection of work that does not conform to the Contract Documents. Whenever, in their opinion, the Consultant considers it necessary or advisable to insure compliance with the Contract Documents, any special inspection or testing of any work deemed to be not in accordance with the Contract, whether or not such work has been fabricated or delivered to the Project, or installed and completed, the Consultant shall first make a recommendation to the Owner and obtain Owner's approval for such inspection or testing.
- 2.01.E.8)** The Consultant shall promptly review and respond to Requests for Information (RFI) and shall have a maximum of fourteen (14) calendar days from receipt of RFI, to issue a written response to the Contractor. The Consultant shall promptly review and approve shop drawings, samples, and other submissions from the Contractor at no additional charge to the Owner. Changes or substitutions to the Contract Documents shall not be authorized without concurrence of the Owner and shall be authorized by Change Proposal Request. The Consultant shall have a maximum of fourteen (14) calendar days from receipt of shop drawings or other submittals by the Contractor, to return said shop drawings or submittals to the Contractor with comments indicating either approval or disapproval. If the Consultant considers it necessary to reject a submittal,

the Consultant shall immediately notify the Owner after the third submittal is rejected, and schedule a meeting between the Contractor, the Owner and the Consultant, to jointly review and discuss the cause for rejection of the submittal.

2.01.E.9) The Consultant shall initiate and prepare required documentation for Changes as required by their own observations or as requested by the Owner, and shall review and recommend action on proposed Changes. Where the Contractor submits a request for Change Order or Change Proposal Request, the Consultant shall, within fourteen (14) calendar days, review and submit to the Owner, their recommendation along with an analysis and/or study supporting such recommendation as applicable.

2.01.E.9A) The Consultant shall not receive additional compensation for work associated with changes to the contract due to errors or omissions for which the Consultant is responsible.

2.01.E.10) The Consultant shall examine the work upon receipt of the "Contractor's Request for Substantial Completion Inspection" and shall recommend execution of a "Certificate of Acceptance for Substantial Completion" after first ascertaining that the Project meets minimum requirements for substantial completion in accordance with the Contract requirements. "Punch List" of any defects and discrepancies observed in the work shall be prepared by the Consultant and its sub-consultants in conjunction with the Owner. The Consultant shall recommend execution of a "Certificate of Final Acceptance" and final payment to the Contractor upon satisfactory completion of all items on the "Punch List" and receipt of all necessary close-out documentation from the Contractor, including but not limited to all warranties, operating and maintenance manuals, releases of claims and such other documents, Certificate of Occupancy and any other certificates required by applicable codes, laws, and the Contract Documents.

2.01.E.11) The Consultant shall furnish to the Owner the original documents revised to "record drawings and specifications" condition within thirty (30) days of receipt of the field record set from the Contractor. Transfer of changes made by approved "Change Proposal Requests", "Requests for Information", substitution approvals, or other clarifications will be the Consultant's responsibility to incorporate into the "record" documents. Changes made in the field to suit field conditions, or otherwise made by the Contractor for his/her convenience shall be marked by the Contractor on the "Field Record Set" and transferred to a copy of the original Contract Documents ("Final Record Set") by the Consultant. The original documents, the "Field Record Set" and the "Final Record Set" shall become the property of the Owner. Consultant shall not be liable for any errors or omissions in any information supplied by the Contractor except

to the extent Consultant knew or should have known of such errors or omissions.

2.01.E.12) The Consultant shall furnish to the Owner one complete set of "Record Drawings" in AutoCAD (version as agreed to by Owner and Consultant) formatted on CD, in drawing (*.dwg) files and (*.pdf) files. Such CD's shall become the property of the Owner.

2.01.E.13) The Consultant shall furnish to the Owner one simplified site plan and floor plan(s) reflecting "Record Drawings" conditions with graphic scale and north arrow. Plans must show room names, room numbers, overall dimensions, square footage of each floor area. One (1) set of reproducible full size sheets shall be furnished, one (1) half size set and electronic ".dwg" "pdf" files on disk.

2.01.F) Warranty Administration

2.01.F.1) The Consultant shall assist the Owner with inspections of defects reported during the one-year warranty period and shall oversee and represent the Owner with the correction of defective Work or warranty corrections that may be discovered during said warranty period. Upon receipt of notification from the Owner that defective work or warranty corrections have been identified, the Consultant shall contact the Owner within two (2) days, and agree to provide the Owner with a fee proposal for warranty services within another two (2) days. The Owner shall authorize the Consultant to provide these services, as authorized by an appropriate "Service Order", and the Consultant will be compensated by one of the methods outlined in 5.01.B and 5.01.C as mutually agreed to by the Owner and the Consultant.

2.02) ADDITIONAL SERVICES

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

2.02.A.1) Design services relative to future facilities, systems and equipment associated with the site, but that are not intended to be constructed as part of this Project

2.02.A.2) Professional detailed Estimates of Construction Cost consisting of quantity surveys itemizing all material, equipment, and labor required for the Project.

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- 2.02.A.3) The Services of full-time Field Representative(s) during construction, including the services of a special inspector for those items not included in the certification required by the authorities having jurisdiction and threshold inspection.
- 2.02.A.4) Major revisions to the drawings and specifications when such revisions are inconsistent with written approvals or instructions previously given by the Owner and are due to causes beyond the control of the Consultant. (Major revisions are defined as those changing the scope, engineering systems, scheme, or any significant portion thereof from what was previously approved).
- 2.02.A.5) Preparing to serve as an expert witness in connection with any public hearing, arbitration proceeding, or legal proceeding.
- 2.02.A.6) Investigation and making detailed appraisals and valuations of existing facilities, and surveys or inventories required in connection with construction performed by the Owner.
- 2.02.A.7) The Consultant's assistance may be sought by the Owner for warranties exceeding the one year period covered under the Basic Services, for which the Consultant will be compensated as mutually agreed to by the Consultant and Owner.
- 2.02.A.8) Any other services not otherwise included in this Agreement or not customarily furnished in accordance with generally accepted architectural design practice.

2.03) REIMBURSABLE EXPENSES

- 2.03.A) Reimbursable expenses are those pre-authorized by the Owner and consist of actual expenditures made by the Consultant and the Consultant's employees, Sub consultants and Special Consultants in the interest of the Project for the following purposes:
 - 2.03.A.1) Authorized travel, lodging and meals in connection with the Project subject to limitations imposed by Chapter 112.061, Florida Statutes, and County Administrative Orders;
 - 2.03.A.2) Surveys, soils investigation reports, utilities investigation reports;
 - 2.03.A.3) Costs/Fees paid for securing approvals of authorities having jurisdiction over the work;

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- 2.03.A.4)** Reproductions, excluding those for the office use of the Consultant and check/review sets required by the Agreement;
- 2.03.A.5)** Mailing of Bid Documents (if required).
- 2.03.A.6)** Courier services, except as chosen by consultant in order to deliver documents and check/review sets required by the Agreement;
- 2.03.A.7)** Other equipment or supplies if specifically requested and authorized by the Owner.

2.04) ADEQUATE STAFFING

- 2.04A)** In connection with Professional Services to be rendered pursuant to this Agreement, the Consultant further agrees to maintain an adequate staff of qualified personnel available at all times to allow completion within the term specified in the applicable Service Order and in accordance with the approved project schedule. The Owner has the right to approve and regulate the Consultant's workforce and to approve specific Consultant employees. The Owner has the right to have any Consultant employee removed from the work, if, in the Owner's sole judgment, such employee's conduct or performance is detrimental to the project. The Consultant shall not replace any employee in the team initially proposed by the Consultant without prior Owner approval.

2.05) PUBLISHING OF INFORMATION

- 2.05A)** The Consultant shall make no statements, press releases or publicity releases concerning this Agreement or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with this Agreement, or any particulars thereof, during the period of this Agreement, without first notifying the Owner and securing its consent in writing. The Consultant also agrees that it shall not publish, copyright or patent any of the data furnished in compliance with this Agreement, that being understood that under Article 8.08 - Ownership of the Documents hereof such data or information is the property of the County.

ARTICLE 3 – SUBCONSULTANTS

3.01) DEFINITION

- 3.01.A) A Sub consultant is a person or organization which is properly registered as a professional Architect, Interior Designer, Engineer, Landscape Architect, or other qualified professional in other fields not requiring professional registration, who has signed an Agreement with the Consultant to furnish professional services for the scope of work described under Section 1.11.

3.02) SUBCONSULTANTS' RELATIONS

- 3.02.A) All services provided by the Sub consultants shall be pursuant to appropriate agreements between the Consultant and Sub consultants which shall contain provisions that preserve and protect the rights of the Owner and the Consultant under this Agreement, and which impose no responsibilities or liabilities on the Owner.

- 3.02.B) The Consultant proposes to utilize the following Sub consultants for the Project:

Firm Name: Langan Engineering and Environmental Services, Inc.

Consulting Service: General Civil Engineering

Firm Name: Gartek Engineering Corporation

Consulting Service: General Mechanical and Electrical Engineering

Firm Name: LandscapeDE LLC

Consulting Service: Landscape Architecture

Firm Name: Ingelmo Associates, P.A.

Consulting Service: General Structural Engineering

- 3.02.C) The Consultant shall not change any Sub consultant without the Owner's approval. A written request from the Consultant must be submitted to the owner, stating the reasons for the proposed change.

- 3.02.D) The Consultant is required under this Agreement to achieve the following Contract measures applied to this project

SBE 32% Goal

ARTICLE 4 - THE OWNER'S RESPONSIBILITIES

4.01) INFORMATION FURNISHED

- 4.01.A) The Owner, at its expense, shall furnish the Consultant with the following information, or may authorize the Consultant to provide the information as a Reimbursable Service. The Consultant will be entitled to rely on the accuracy and completeness of all information provided by the Owner.
- 4.01.A.1) Information regarding the Project budget, Owner's procedures, guidelines, forms, formats and assistance to establish the Project program per Section 2.01.A of this Agreement.
- 4.01.A.2) The Owner agrees to furnish to the Consultant any plans and any other data available in the Owner files pertaining to the work to be performed under this Agreement. The Consultant is responsible to request any and all plans and data not furnished, which the Consultant knows or should know, is necessary or appropriate for the rendition of the services described herein.
1. MDFR MUST PROVIDE DETAILED AND UPDATE DESIGN CRITERIA OF ALL AREAS, IT, DATA, SYSTEM, ETC.
 2. MDFR TO PROVIDE A LIST OF ALL REQUIRED FFE, CUT SHEETS, ETC.
- 4.01.A.3) The Owner shall issue written authorizations to proceed to the Consultant for the work to be performed hereunder. These authorizations are referred to as Service Orders. In case of emergency, the Owner reserves the right to issue oral authorizations to the Consultant with the understanding that written confirmation shall follow immediately thereafter. The Consultant shall submit a proposal, in a form acceptable to the Owner, upon the Owner's request prior to the issuance of a Service Order. No payment shall be made for the Consultant's time or services in connection with the preparation of any such proposal. The Owner shall confer with the Consultant before any Service Order is issued to discuss and agree upon the scope, time for completion, compensation method and fee for services to be rendered pursuant to this Agreement.

4.02) PROJECT MANAGEMENT

- 4.02.A) The County shall designate a Project Manager to act as liaison between the Consultant and the Owner. The Consultant shall have general responsibility for management of the Project through all Phases of the work included in this Agreement. The Consultant shall meet with the Project Manager at periodic

intervals throughout the preparation of the Contract Documents to assess the progress of the Consultant's work in accordance with approved "Project Development Schedule" to establish and/or review programmatic requirements and scope of Project. The Consultant and its Sub consultants should visit the site periodically during the Design Phase to assess existing conditions. The Consultant shall communicate with the Owner in the most efficient manner and using electronic means to the greatest extent possible as directed by the Owner.

- 4.02.B) The Project Manager shall act on behalf of the Owner in all matters pertaining to this Agreement, and shall issue written authorizations to proceed to the Consultant for the work to be performed hereunder. These authorizations are referred to as Service Orders. In case of emergency, the Owner reserves the right to issue oral authorizations to the Consultant with the understanding that written confirmation shall follow immediately thereafter.

The Consultant shall submit a proposal, in a form acceptable to the Owner, upon the Project Manager's request prior to the issuance of a Service Order. No payment shall be made for the Consultant's time or services in connection with the preparation of any such proposal.

The Project Manager shall confer with the Consultant before any Service Order is issued to discuss and agree upon the scope, time for completion, compensation method and fee for services to be rendered pursuant to this Agreement.

- 4.02.C) During the construction phase, the Consultant shall provide services for the responsibilities assigned to the Consultant by the "General Conditions" and "Supplementary Conditions" of the construction contract.

ARTICLE 5 - BASIS OF COMPENSATION

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

5.01.A) Percentage of Construction Cost (Not Applicable)

5.01.B) Agreed Lump Sum

5.01.B.1) Under this compensation basis, the Consultant agrees to perform the Basic Services described in this Agreement for an agreed fixed dollar amount of compensation.

5.01.B.2) The aggregate sum for all payments to the Consultant for Basic Services authorized on this Project shall be limited to
Station 6 - Three Hundred Eighty Thousand dollars 00/100 (\$380,000.00)
Station 17 - Three Hundred Eighty Five Thousand, Three Hundred Fourteen dollars 00/100 (\$385,314.00)
Agreed Lump sum amount for the work is for Facilities including one and two story buildings.

5.01.C) Multiple of Direct Salary Expense

Fees calculated on an hourly basis shall be a multiple (multiplier) of **2.85** times the salary rate paid to office personnel directly engaged on the Project and in no case shall the maximum billable hourly rate (including multipliers) exceed **\$160.00**, principal hourly rate to be **\$180** per hour for prime and Sub consultant except as specifically provided herein. The multiplier shall be established based on audited overhead reports submitted by the Consultant at the time of negotiations. The hourly rate for personnel shall be as determined from the actual paid salaries reported to the Department of Internal Revenue. If a full-time project Field Representative is required the multiple shall not exceed **2.1**. Said fee shall constitute full compensation for all costs incurred in the performance of the work such as supervision, overhead and profit, fringe benefits, operating margin and all other costs not covered by reimbursable expenses. Over-time rates must be authorized by the Owner in advance and at no time exceed time-and-a-half. Principals shall not receive additional compensation for performance of over-time work.

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

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

5.01.C.3) Labor rates shall be in accordance with the list of employees and rates supplied by the Consultant and consistent with prevailing local wage rates paid for similar work to similar employees' classifications and subject to Owner's approval prior to starting work. In no way will an employee hourly rate exceed the maximum amount stipulated in the contract. Yearly wage rates increases for these employees shall be no higher than raises of similar employees in the firm and subject to approval by the Project Manager, which approval shall not be unreasonably withheld. The Owner may approve higher raises in limited cases subject to the Consultant documenting special circumstances. This provision is not meant to limit the hourly rate at which the Consultant pays their employees, it only limits the hourly rate at which the Owner will reimburse and pay the Consultant. The Consultant shall submit a recent uncontested overhead audit performed by a government agency and for smaller firms who do not have an uncontested overhead audit performed by a government agency, an overhead rate that complies with Federal Acquisition Regulations Chapter 31 prepared and signed by a Certified Public Accountant (CPA). All overhead rate submittals shall be consistent with those submitted during the initial contract negotiations.

5.01.D) Fee for Design of Alternates

5.01.D.1) The Consultant shall not be entitled to compensation for Phases I through IV (design through bidding) for alternates required because of the failure of the Consultant to design the Project so that it may be constructed within the total allocated construction funds. The Owner may recognize exceptional construction market cost fluctuations to relieve the Consultant of this provision, before exercising this option.

5.01.E) Fee for Work Authorized from the Construction Contingency Allowance

5.01.E.1) When a portion or all of the Construction Contingency Allowance is utilized to authorize changes to the Construction Contract, except when the change is due to the Consultant's errors and/or omissions, the

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Consultant will be authorized an Additional Services fee for that amount computed by the method agreed upon under Article 5.01.B or 5.01.C of this Agreement, provided that such changes are not attributable to errors or omissions.

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

- 5.01.F.1)** The Consultant will be authorized an Additional Services fee for that amount computed by the method agreed upon under Article 5.01.B or 5.01.C of this Agreement, for additional design fees ascribed to "Change Order Work", provided that such changes are not attributable to errors or omissions.

5.02) ADDITIONAL SERVICES/REIMBURSABLE EXPENSES FEE

- 5.02.A)** At the discretion of the Owner, the Consultant may be authorized to perform Additional Services/Reimbursable Expenses described under Sections 2.02 and 2.03 of this Agreement.

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

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

- 5.02.C)** As provided in Article 2.03, the Consultant shall be compensated on a direct reimbursement basis for certain work related expenditures not covered by burdened direct labor, provided such expenditures are reasonable and previously authorized by the Owner. Reimbursable expenses may include: expenses for document reproduction, rental of specialized equipment, and purchase of special instruments necessary for the efficient performance of the work, provided that such instruments remain the property of the County upon work completion. These expenses shall be reimbursed on a direct cost basis. No separate additional payment shall be authorized for the use of AutoCAD workstations (computers).

- 5.02.D)** Expenses for travel outside Miami-Dade County (except commuting), transportation and subsistence by Consultant personnel in the furtherance of the work will be reimbursed according to the provisions of Chapters 112.061, 125.0104, 159.47 of the Florida Statutes and Sections 1.06 and 4.02 of the Miami-Dade County Code, as presently written or hereafter amended. The Consultant shall obtain prior authorization from the Owner for all travel expenses. Failure to

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obtain such prior authorization shall be grounds for nonpayment of travel expenses.

- 5.02.E)** The Owner as verified by appropriate bills, invoices or statements will reimburse the costs of Reimbursable Expenses. This account will be used by the Department for LEED Registration and Certification fees, printing and mailing of documents and plan review fees, resulting in additions to the Basic Services e. The aggregate sum of all payments for Reimbursable Expenses shall not exceed
Station 6 – Twenty Five Thousand dollars 00/100 (\$25,000.00)
Station 17 - Twenty Five Thousand dollars 00/100 (\$25,000.00)
- 5.02.F)** This project is a professional service agreement for the design of a facility on public property, therefore a 10% Allowance Account is permissible, per Ordinance No. 00-65. This Allowance Account will be used by the Department for unforeseen conditions necessitating additional design, resulting in additions to the basic fee. As a result, the aggregate sum for all payments to the Consultant for Additional Services authorized on this Project shall be limited to
Station 6 – Thirty Eight Thousand dollars 00/100 (\$38,000.00)
Station 17 - Thirty Eight Thousand, Five Hundred Thirty One dollars 40/100 (\$38,531.40)

ARTICLE 6 - PAYMENTS TO THE CONSULTANT

6.01) PAYMENT FOR BASIC SERVICES

- 6.01.A)** Payment for Basic Services may be requested monthly in proportion to services performed during each Phase of the Work. Said payments shall, in the aggregate, not exceed the percentage of the estimated total Basic Compensation indicated below for each Phase, for each project.
- 6.01.A.1)** 10% upon completion and approval of Phase I (Programming and Schematic)
 - 6.01.A.2)** 10% upon completion and approval of Phase II (Design Development)
 - 6.01.A.3)** 20% upon completion and approval of Phase III (50% Documents)
 - 6.01.A.4)** 30% upon completion and approval of Phase III (100% Contract Documents, submittal of required renderings and approved Permit Dry Run).
 - 6.01.A.5)** 5% upon completion of Phase IV (Bid and Contract Award)
5% upon permit acquisition / completion.
 - 6.01.A.6)** 20% upon completion of Phase V (Construction Administration, approval of all Work pursuant to section 2.01.E, and Certificate of Occupancy.)
- 6.01.B)** If the Construction Administration time is extended due to the Contractor's failure to substantially complete the work within the contract time, through no fault of the Consultant, the Consultant shall be compensated for any services required and/or expenses not otherwise included in the Basic Services in connection with such time extension(s) as Additional Services. The fee for such services will be mutually agreed to by the Consultant and the Owner, in accordance with Articles 5.01.B or 5.01.C.
- 6.01.C)** All payments will be made upon receipt and review of duly certified invoices stating that the services for which payment is requested have been performed per this agreement. All invoices must be accompanied with a current Utilization Report (UR). Payments will not be processed without the UR pursuant to Administrative Order 3-39.

6.02) PAYMENT FOR ADDITIONAL SERVICES

- 6.02.A)** Payment for Additional Services may be requested monthly in proportion to the services performed.

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- 6.02.B)** When such services are authorized as a Multiple of Direct Salary Expense, the Consultant shall submit the names, classification and salary rate per hour, as reported to the Department of Internal Revenue, hours worked, and total charge for all personnel directly engaged on the Additional Service, multiplied by the multiplier stated in Section 5.01.C of this Agreement. Billable hours must reflect hours paid and reported to the Internal Revenue Service.
- 6.02.C)** All payments will be made on duly certified invoices stating that the services for which payment is requested have been performed pursuant to this agreement. All invoices must be accompanied with a current Utilization Report (UR). Payments will not be processed without the UR pursuant to Administrative Order 3-39.

ARTICLE 7 – SCOPE OF SERVICES

7.01) SCOPE OF SERVICES

7.01.A) Includes, but is not limited to, full Architectural and Engineering Services necessary to prepare the Architectural Program, Construction Plans and Specifications, and Bid Documents as well as to provide for Construction Supervision Services for the MIAMI-DADE COUNTY FIRE RESCUE STATIONS NO. 6 AND 17, as described in Article 7 of this Agreement. The services shall include, but not be limited to:

- Assessment of current site conditions and operations and projected growth
- Development of an Architectural Program to accommodate current needs as well as projected growth
- Development of FF&E recommendations and schedule, for Owner's review and approval
- Indicate on floor plans the location of all FF&E items, cross-referenced to FF&E schedule sheet.
- Development and update of Project Schedules
- Estimates of Probable Construction Costs
- Providing complete and biddable Construction Documents for a Design that conforms with the governing edition of the Florida Building Code, its referenced codes, and local amendments as applicable; Test Protocols for High-Velocity Hurricane Zones; products that have been approved for use on buildings in Miami-Dade County; ADA regulations; State and Federal regulations
- Providing Construction Documents that include but not be limited to all required space layouts, including all fixed cabinetry; casework; coordination of FF&E with electrical, HVAC, plumbing, and structural supports for all required equipment
- Providing Interior Design Services necessary to detail and specify all finished surfaces and assemblies, including color schemes for the Owner's review and approval, and building presentation renderings
- Providing power-data design as required to meet telecommunications, data, security, and any audio-visual requirements of the Building
- Providing any phasing plans to facilitate the proposed construction
- Providing Contract Administration and Warranty Administration Services
- Providing building design concepts towards obtaining LEED Certification for the project as per Miami-Dade County Ordinance 07-65, Sustainable Building Program.

ARTICLE 8 - GENERAL PROVISIONS

8.01) INDEMNIFICATION AND WAIVER OF LIABILITY

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

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

8.02) ERRORS AND OMISSIONS

8.02.A) The Architect/Engineer 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 Architect/Engineer shall perform the work utilizing the skill, knowledge and judgment ordinarily possessed and used by a proficient consulting Architect/Engineer with respect to the disciplines required for the performance of the work in the State of Florida (the "Standard of Care"). The Architect/Engineer is responsible for, and represents that the work conforms to Owner's requirements as set forth in the Agreement. The Architect/Engineer shall be and remain liable to the Owner for all damages to the Owner caused by the Architect/Engineer'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 Architect/Engineer shall, at its expense, re-perform the services to correct any deficiencies, which result from the Architect/Engineer's failure to perform in accordance with the above standards. The Owner shall notify the Architect/Engineer 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 Architect/Engineer 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. The Architect/Engineer and its Sub-consultants shall be and remain liable to the Owner in accordance with applicable law for all damages to Owner caused by any failure of the Architect/Engineer or its Sub-consultants to comply with the terms and conditions of the Agreement or by the Architect/Engineer'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 Architect/Engineer shall, in approving and accepting such work, ensure the professional quality, completeness, and coordination of Sub-consultant's work.

8.03) INSURANCE & INDEMNITY

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

Consultant and/or Consulting Firm shall maintain coverage as required in A - C below throughout the term of this agreement. Consultant shall furnish to Miami-Dade County Risk Management Division 111 NW 1st Street Suite 2340 Miami FL 33128, Certificate(s) of Insurance evidencing insurance coverage that meets the requirements outlined below:

- A. Worker's Compensation Insurance as required by Chapter 440, Florida Statutes.
- B. Commercial General Liability Insurance on a comprehensive basis in an amount not less than \$1,000,000 per occurrence \$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 this agreement in an amount not less than \$1,000,000 combined single limit

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FOR DESIGN & CONSTRUCTION STAGES

In addition to the insurance required in A – C above, a certificate of insurance must be provided as follows:

- D. Professional Liability or Errors & Omissions insurance covering architectural and/or civil engineering design, project supervision, administration, surveying, inspecting, and any related professional qualifications or functions required by the project. In an amount not less than \$2,000,000 per occurrence, \$4,000,000 in the aggregate to include faulty design.

The risk management division of Miami-Dade County Internal Services Department reserves the right, upon reasonable notice, to examine or request the policies of insurance (including but not limited to binders, amendments, exclusions or riders, etc.) Miami-Dade County reserves the right to reasonably amend insurance requirements throughout the duration of this agreement.

The company must be rated no less than "A-" as to management, and no less than "Class VII" as to strength, by A.M. Best Company, Oldwick, New Jersey

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

8.04) PERFORMANCE

- 8.04.A) **Performance and Delegation:** The performance of this Agreement shall not be delegated or assigned by the Consultant without the written consent of the Owner, and such consent will not be given to any proposed delegation which would relieve the Consultant or their surety of their responsibilities under this Agreement. The services to be performed hereunder shall be performed by the Consultant's own staff unless otherwise approved by the Owner. The employment of, contract with, or use of services of any other person or firm by the Consultant as Sub consultant or otherwise is subject to approval by the Owner.
- 8.04.B) **Time for Performance:** The Consultant agrees to start all work hereunder upon receipt of a Service Order issued by the Owner and complete within the time stipulated in the Service Order. A reasonable extension of time for completion

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

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

8.05) PROJECT SUSPENSION OR ABANDONMENT

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

8.06) TERMINATION OF AGREEMENT

- 8.06.A) The Owner may terminate performance of work under this contract in whole or, from time to time, in part if the Owner determines that a termination is in the Owner's interest. The Owner shall terminate by delivering to the Consultant a Notice of Termination specifying the extent of the termination and the effective date. Such Notice of Termination under this clause will not be deemed a breach of this Agreement, and may be issued with or without cause. Upon such Notice of Termination, the Consultant shall be entitled to receive only costs incurred as of the date of the Notice of Termination, reasonable profit on work done as of the date of the Notice of Termination, and the costs of preparing its final invoice to the Owner, and upon payment thereof the Owner will have no further obligation or liability to the Consultant under this Agreement. The Consultant shall not be entitled to any other compensation under this Agreement.
- 8.06.B) In the event the Consultant fails to comply with the provisions of this Agreement, the Owner may declare the Consultant in default by thirty (30) days prior written

notification, if the Consultant fails to cure the default or take acceptable steps, all to the satisfaction of the Owner, to cure the default within that time frame. In such event, the Consultant shall only be compensated for any completed professional services found acceptable to the Owner. In the event partial payment has been made for such professional services not completed, the Consultant shall return such sums to the Owner within ten (10) days after receipt of written notice that said sums are due. The Consultant shall be compensated on a percentage of the professional services which have been performed and found acceptable to the Owner at the time the Owner declares a default. Any dispute arising out of this Section shall be resolved in accordance with Section 8.12 – RIGHT OF DECISIONS AND DISPUTE RESOLUTION.

8.07 CONSULTANT'S ACCOUNTING RECORDS

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

8.07.B) The Owner reserves the right to audit the Consultant's financial records, including but not limited for purposes of verifying that certified cost or pricing data submitted or identified by the Consultant in conjunction with the negotiation of this Agreement or any modification/change order to this Agreement, the Consultant shall, for a period of three (3) years after Final Acceptance under this Agreement:

A. Maintain such certified cost of pricing data, including books, records, documents, papers, computations, projections and other supporting data. All such certified cost or pricing data shall be clearly identified, readily accessible and, to the extent feasible, kept separate and apart from all unrelated documents.

B. Permit authorized representatives of the Owner and the State of Florida to examine such books, records, documents, papers, computations, projections and other supporting data.

Unless governed elsewhere in the contract, in the event any information provided by the Consultant during initial contract negotiations or any supplemental agreement negotiations is later determined by the Owner not to have been complete, accurate or current at the time of the submittal, an appropriate reduction or increase in the total compensation amount will be made to the contract. If this determination is made by the Owner after final payment, the Owner shall use all available means to recover said funds including withholding funds due the Consultant on other Owner contracts. The Consultant agrees to insert these audit clauses in all of his subcontracts.

8.08 OWNERSHIP AND REUSE OF THE DOCUMENTS

- 8.08.A)** 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 County. However, the County may grant an exclusive license of the copyright to the Consultant for reusing and reproducing copyrighted materials or portions thereof as authorized by the County in advance and in writing. In addition, the Consultant shall not disclose, release, or make available any document to any third party without prior written approval from County. The Consultant shall warrant to the County that he/she has been granted a license to use and reproduce any standard details and designs owned by a third party and used or reproduced by the Consultant in the performance of this Agreement. Nothing contained herein shall be deemed to exclude any document from Chapter 119 of the Florida Statutes.
- 8.08.B)** If the Owner elects to re-use the plans and specifications for other sites and/or purposes other than those for which it was prepared, it shall be at the Owner's sole risk and holds the Consultant harmless for any liability arising out of any reuse of documents. Owner must remove all references and information about the AE's prior to re-use.
- 8.08.C)** The Consultant shall bind all Sub consultants to the Agreement requirements for re-use of plans and specifications.
- 8.08.D)** REUSE OF EXISTING PLANS.—Notwithstanding any other provision of this section, there shall be no public notice requirement or utilization of the selection process as provided in this section for projects in which the agency is able to reuse existing plans from a prior project of the agency, or, in the case of a board as defined in s. 1013.01, a prior project of that or any other board. Except for plans of a board as defined in s. 1013.01, public notice for any plans that are intended to be reused at some future time must contain a statement that provides that the plans are subject to reuse in accordance with the provisions of this subsection. In accordance with Florida Statutes 287.055 (10).

8.09) COMPLIANCE WITH LAWS

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

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- 8.09.A1)** In accordance with Florida Statutes 119.07(3)(ee), "Building plans, blueprints, schematic drawings, and diagrams, including draft, preliminary, and final formats, which depict the internal layout and structural elements of a building, ... or other structure owned and operated by an agency as defined in F.S. 119.011 are exempt ..." from public records to ensure the safety of government infrastructure and to ensure public safety. Information made exempt by this paragraph, with prior approval from the Department, may be disclosed: (i) to another entity to perform its duties and responsibilities; (ii) to a licensed architect, engineer, or contractor who is performing work on or related to the Project; or (iii) 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.
- 8.09.B)** In addition to the above requirements in this article, the Consultant agrees to abide by all Federal, State and County Procedures, Ordinances, Resolutions and Administrative Orders which may have a bearing on the work involved under this Agreement, including but not limited to:
- Ordinance No. 72-82 - Conflict of Interest Ordinance, as amended by Ordinance No. 00-01 and Ordinance No. 00-46
 - Ordinance No. 77-13 - Financial Disclosure
 - Ordinance No. 73-77 - Art in Public Places (See 8.08.F for additional information).
 - Ordinance No. 82-37 - Affirmative Action Plan
 - Ordinance No. 90-133 - Disclosure of Ownership, Collective Bargaining Agreement, and Employee Wages, Health Care Benefits, Race, National Origin, and Gender
 - Ordinance No. 90-143 - Responsible Wages and Benefits
 - Ordinance No. 91-142 - Family Leave, as Amended by Ordinance No. 92-91 - Family Leave, superseded by Ordinance No. 93-118 Family Leave Act, as amended by Resolution R-1499-91 and Resolution R-183-00
 - Ordinance No. 92-15 - Drug-free Work place, as Amended by Ordinance No. 00-30
 - Ordinance 94-73 - Value Analysis and Life-Cycle Costing
 - Ordinance No. 95-178 - Proposers are to verify that all delinquent and currently due fees or taxes have been paid as a condition of award
 - Ordinance No. 97-35 - Fair Subcontracting Practices as amended by Ordinance No. 98-124.
 - Ordinance No. 97-67 - Amending Chapter 11A Prohibiting Discrimination in Contracting, Procurement, Bonding, and Financial Services
 - Ordinance No. 97-104 - Listing of Sub Contractors and Suppliers on County Contracts.
 - Ordinance No. 97-172 and Administrative Order 3-26 - Amending Section 2-10.4, requiring certain agreements for Professional Architectural and Engineering Services to include Value Analysis as part of the scope of services

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- Ordinance No. 97-215 - Inspector General
 - Ordinance No. 98-30 - County Contractors Employment and Procurement Practices
 - Ordinance No. 98-106 - Cone of Silence
 - Ordinance No. 99-5 - Domestic Violence Leave
 - Ordinance No. 99-152 - False Claim Ordinance
 - Ordinance No. 99-162 - Precluding Entities Who Are Not Current in Their Obligations to the County from Receiving New Contracts or Purchase Orders
 - Ordinance No. 00-18 - Debarment
 - Ordinance No. 00-67 - Prohibition of Contracting with Individuals and Entities while in Arrears with the County, as amended by Resolution R-531-00
 - Ordinance No. 00-85 - Ordinance amending Section 2-8.9 of the Code of Miami-Dade County, The Living Wage Ordinance
 - Ordinance No. 00-96 - Code of Business Ethics: Ordinance amending Section 2-8.1(i) of the Miami-Dade County Code
 - Ordinance No. 01-103 and Implementing Order 3-32 - Small Business Enterprise A&E Program.
 - Resolution R-1049-93 - Affirmative Action Plan Furtherance and Compliance
 - Resolution R-385-95 - Policy prohibiting contracts with firms violating the A.D.A. and other laws prohibiting discrimination on the basis of disability A.D.A. requirements, are a condition of award, as amended by Resolution R-182-00
 - Resolution R-516-96 and Administrative Order 3-20 - Independent Private Sector Inspector General (IPSIG) Services
 - Resolution R-994-99 - Code of Business Ethics
 - Resolution R-185-00 - Domestic Violence Leave requirements are a condition of award
 - Resolution R-744-00 - Requiring the continued engagement of critical personnel in contracts for professional services for the duration of the Project.
 - Administrative Order 3-26 - Ordinance amending Section 2-10.4 requiring certain agreements for Professional Architectural and Engineering Services to include Value Analysis as a part of the base scope of services which are incorporated herein by reference, as if fully set forth herein, in connection with the Consultant's obligation hereunder.
 - Administrative Order 3-39 - Acquisition of Professional Services.
- 8.09.C)** The Consultant shall comply with the financial disclosure requirements of Ordinance 77-13, by filing within 30 days of the execution of this Agreement and prior to July 15th of each succeeding year that the Agreement is in effect, one of the following with the Supervisor of Elections, P.O. Box 521550, Miami, Florida 33152-1550:
- A Source of Income Statement
 - A Statement of Financial Interests
 - A copy of the Consultant's current federal income tax return

8.09.D) AFFIRMATIVE ACTION

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

8.09.E) PROMPT PAYMENT TO SMALL BUSINESS SUBCONSULTANTS

8.09.E.1) The Consultant's attention is directed to Miami-Dade County Ordinance No. 94-40, providing for expedited payments to small businesses by County agencies and the Public Health Trust; creating dispute resolution procedures for payment of County and Public Health Trust obligations; and requiring the prime Contractor to issue prompt payments, and have the same dispute resolution procedures as the County, for all small business subcontractors. The time for which payment shall be due is thirty (30) days from the receipt of a proper invoice. Failure of the prime Contractor to issue prompt payment to small businesses, or to adhere to its dispute resolution procedures, may be cause for suspension, termination, and debarment, in accordance with the terms of the County contract or Public Health Trust contract and debarment procedures of the County.

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

8.09.F.1) The Office of the Miami-Dade County Inspector General (IG) shall have the authority and power to review past, present and proposed County programs, accounts, records, contracts and transactions. The IG shall have the power to subpoena witnesses, administer oaths and require the production of records. Upon ten (10) days written notice to the Consultant from IG, the Consultant shall make all requested records and documents available to the IG for inspection and copying. The Consultant shall make available at its office at all reasonable times the records, materials, and other evidence regarding the acquisition (bid preparation) and performance of this contract, for examination, audit, or reproduction, until 3 years after final payment under this contract or for any longer period required by statute or by other clauses of this contract. In addition:

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

- The Consultant shall make available records relating to appeals or to litigation or the settlement of claims arising under or relating to this contract until such appeals, litigation, or claims are finally resolved.
- 8.09.F.2) The IG shall have the power to report and/or recommend to the Board of County Commissioners whether a particular project, program, contract or transaction is or was necessary and, if deemed necessary, whether the method used for implementing the project or program is or was efficient both financially and operationally. Monitoring of an existing project or program may include reporting whether the project is on time, within budget and in conformity with plans, specifications, and applicable law. The IG shall have the power to analyze the need for, and reasonableness of, proposed change orders.
- 8.09.F.3) The IG may, on a random basis, perform audits on all County contracts throughout the duration of said contract (hereinafter "random audits"). 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 Contractor under this contract will be assessed one quarter of one percent of the total amount of the payment, to be deducted from each progress payment as the same becomes due unless, if stated in the Special Conditions, this Contract is federally or state funded where federal or state law or regulations preclude such a charge. The Contractor shall in stating its agreed prices be mindful of this assessment, which will not be separately identified, calculated or adjusted in the proposal or bid form.
- 8.09.F.4) **INDEPENDENT PRIVATE SECTOR INSPECTOR GENERAL:** The attention of the Consultant is hereby directed to the requirements of AO 3-20 and R-516-96; the County shall have the right but not the obligation to retain the services of an independent private-sector inspector general (IPSIG) who may be engaged to audit, investigate, monitor, oversee, inspect and review the operations, activities and performance of the Consultant and County in connection with this contract. The scope of services performed by an IPSIG may include, but are not limited to, monitoring and investigating compliance with Contract Specifications; project costs; and investigating and preventing corruption and fraud.
- 8.09.F.5) The IPSIG may perform its services at all levels of the contracting and procurement process including but not limited to project design, establishment of bid specifications, bid submittals, activities of Consultant, its officers, agents and employees, lobbyists, county staff and elected officials. Upon (10) ten days written notice to Consultant from an IPSIG, the Consultant shall make all requested records and documents available to the IPSIG for inspection and copying. The IPSIG shall have the right to examine all documents and records in the Consultant's possession, custody or control which in the IPSIG's sole judgment pertain to performance of the Contract, including but not limited to original estimate files, bid and change

order estimates, worksheets, proposals and agreements from and with successful and unsuccessful subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, bid and contract documents, back-charge document, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records, and supporting documentation for the aforesaid documents and records.

8.09.G) ART IN PUBLIC PLACES

As part of the Basic Services the Consultant shall, upon execution of this Agreement and prior to preliminary design, through the Department initiate contact and confer with the Art in Public Places Representative for review of applicability of an art component to the Project. Should Art in Public Places Department determine that the installation of an art component is applicable to this Project based on the provisions of Ordinance No. 73-77 and subsequent amendments and guidelines, and should it decide to pursue said installation, the Consultant shall further confer with the Art in Public Places Representative to develop a concept for art appropriate to the Project, and the Art in Public Places Professional Advisory Committee as to the type(s) of art, location(s), and possible artist(s). The Director of Art in Public Places shall approve the final concept and location. The Art in Public Places Trust will make the final choice of the artist(s), upon recommendation of the Art in Public Places Professional Advisory Committee. As part of its Master Plan, Art in Public Places encourages and will give preference to collaborative projects between the artist(s) and the Consultant to promote the integration of artwork and site. Such collaborative efforts shall include the active involvement of both the Consultant and the artist(s) during design development of the Project. In consultation with the artist(s) and the Art in Public Places, the Consultant shall make all the necessary provisions and coordinate the development and incorporation of artwork(s) details and/or specifications in the Contract Documents for the Project as part of his Basic Services. The Consultant shall coordinate the installation of anchorages, special lighting, or plumbing or other utility or installation and connections as required for the proper installation of the artwork in accordance with the artist's concept(s) as part of their Basic Services. The Consultant shall provide, as an Additional Service, the technical support including but not limited to assisting the artist(s) in the development of preliminary and final construction cost estimates, construction procedures/approach, typical sections, profiles and details, structural support and utility connection systems (including structural anchorage details as may be required), technical specifications, submittals and shop drawing requirements (including review and approvals) for all ancillary facilities in connection with the installation of the artwork with the artist(s) and the Contractor during construction and shall assist the artist(s) and Art in Public Places in the resolution of issues pertaining to coordination. The Consultant shall inspect, along with the artist(s)

and the Art in Public Places Representative, the completed installation(s) by the Contractor for compliance with the Contract Documents as an Additional Service.

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

8.09.I The Consultant must also submit with the executed agreement, to be filed with the Clerk of the Board, the attached single executed affidavits and certifications following:

8.09.J **REPORTING:** Pursuant to Implementing Order (I.O.) 3-32 Community Business Enterprise (CBE-A&E) Program, and A.O. 3-39 for the Resolution Repealing County Administrative Orders 3-33, 3-14, and 3-28, and Establishing Administrative Order 3-39 Standard Process For Construction Of Capital Improvements, Acquisition Of Professional Services, Construction Contracting, Change Orders and Reporting, the Prime consultant shall report via the Business Management Workforce System (BMWS) all sub-consultant's agreements entered into listing award amounts or percentage for this Agreement. Additionally, The Consultant shall report all payments made to each subconsultant participating on the project and verification of payments received must be confirmed by the subconsultants via BMWS. For additional information regarding online BMWS registration, managing County contracts, and to track compliance with SBE program measures, please contact Small Business Development, at (305) 375-3111 or via email at SBDmail@miamidade.gov

8.09.K **CERTIFICATION OF WAGE RATES:** In accordance with Florida Statute 287.055, 5(a), the A/E firm hereby certifies and warrants that wage rates and other factual unit costs, as submitted in support of the compensation provided are accurate, complete and current as of the date of this Agreement. It is further agreed that said compensation shall be adjusted to exclude any significant costs where the 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 following the end of the contract, or acceptance of the work by the Owner, whichever is later.

8.10) MISCELLANEOUS PROVISIONS

8.10.A) This Agreement does not confer on the Consultant any exclusive rights to the Owner's work. Service Orders will be issued under this agreement at the sole discretion of the Owner. The Owner reserves at all times, the right to perform any and all architectural engineering services in-house or with other professional

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architects or engineers as provided by Section 287.055, Florida Statutes, and Section 2-10.4, Code of Miami-Dade County, or as otherwise provided by law.

- 8.10.B) The fees for Professional Services requested shall be determined as mutually agreed upon by the Owner and the Consultant in accordance with Section 5.01 or 5.02 of the Agreement. The Owner will confer with the Consultant before any work offer is issued to discuss the Scope to Work and /or Professional Services required, the time to complete the work and the fee and/or compensation for the proposed Services. No payment will be made for the Consultant's time or services in connection with the preparation of any such proposal.
- 8.10.C) The Consultant may submit proposals for any professional services, which they are qualified to perform, for which Proposals may be publicly solicited by the Owner, outside of this Agreement.
- 8.10.D) The Consultant will have no responsibility for the presence, handling, funding, cost of removal or exposure to persons to hazardous materials in any form at the project site other than to immediately advise the owner of the existence of such materials that they may discover during standard investigations carried out for the purpose of performing their services.
- 8.10.E) **Truth In Negotiation:** pursuant to AO 3-39 and Florida State Statutes Chapter 287.055 5(a): For all lump sum costs or costs plus a fixed fee contract in which a fee will exceed one hundred fifty thousand dollars (\$150,000; 287.017 - category four), the County will require the firm receiving the award to execute a Truth-In-Negotiation Certificate as required by Chapter 287, Florida Statutes.
- Force Majeure:** For the purpose of delay and events of force majeure, an event of "Force Majeure" is defined to include an event beyond the control of the Party claiming Force Majeure, which prevents such Party from fulfilling its obligations, and includes, without limitation, acts of God (including floods, hurricanes and other adverse weather), war, riot, civil disorder, acts of terrorism, disease, epidemic, strikes and labor disputes, actions or inactions of government or other authorities, law enforcement actions, curfews, closure of transportation systems or other unusual travel difficulties, or inability to provide a safe working environment for employees.
- 8.10.F) **Standard of Care:** In the performance of its services, Consultant shall exercise that degree of care and skill customarily exercised by other professionals performing similar services in the same locality and time period.
- 8.10.G) **Responsibility for Others:** Consultant shall be responsible to the Owner for Consultant Services and the services of Consultant subcontractors. Consultant shall not be responsible for the acts or omissions of other parties engaged by The Owner nor for their construction means, methods, techniques, sequences, or procedures, or their health and safety precautions and programs.

- 8.10.H) **Cost Estimates:** Consultant's opinions of construction and materials cost estimates provided herein are to be made on the basis of Consultant's experience and qualifications and represent Consultant's best judgment as an experienced and qualified professional generally familiar with the industry. However, since Consultant has no control over the costs of labor, materials, equipment, or services furnished by others, or over any contractor's methods of determining prices or over competitive bidding, or market conditions, Consultant cannot and does not guarantee that proposals, bids or actual construction cost will not vary from the opinions prepared by Consultant.
- 8.10.I) **No Third Party Rights:** This Agreement shall not create any rights or benefits to parties other than the Owner and Consultant.
- 8.10.J) **Right of entry:** the Owner grants to consultant, if the project site is owned by the County, permission for a right of entry from time to time by consultant, its employees, agents and subcontractors, upon the project site for the purpose of providing the services. If the project site is not owned by the County, the consultant is responsible for making arrangements with property owner(s) for right of entry from time to time by consultant, its employees, agents and subcontractors, upon the project site for the purpose of providing the services. The Owner recognizes that the use of investigative equipment and practices may unavoidably alter the existing site conditions and affect the environment in the area being studied, despite the use of reasonable care. In the event existing site conditions have been altered, the consultant shall restore site to original condition.

8.11) SUCCESSORS AND ASSIGNS

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

8.12) RIGHT OF DECISIONS AND DISPUTE RESOLUTION

- 8.12.A) All services shall be performed by the Consultant to the satisfaction of the Project Manager who shall decide all questions, difficulties and disputes of whatever nature which may arise under or by reason of this Agreement, the prosecution and fulfillment of the services hereunder, and the character, quality, amount and value thereof. In the event the Consultant and the Owner are unable to resolve their differences concerning any determination made by the Project Manager or any

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dispute or claim arising under or relating to the Contract, either the Consultant or the Owner may initiate a dispute in accordance with the procedure set forth in this Article. Exhaustion of these procedures shall be a precondition to any lawsuit permitted hereunder.

The parties to this contract hereby authorize the Director of the Office of Capital Improvements, functioning as the Contracting Officer or his designee, to decide all questions, disputes or claims of any nature whatsoever arising out of, under, or in connection with, or in any way related to or on account of, this Contract and his decision shall be conclusive, final and binding on the parties, subject only to the limited right of review specified below. The parties hereto further agree that, upon timely request under this Article, both the Consultant and the Owner are entitled to a hearing before the Contracting Officer, or his designee, at which both Consultant and the Owner may present evidence and live testimony, in accordance with the Florida Rules of Evidence, and the right to cross-examine each other's witnesses.

If either party wishes to protest the determination of the Contracting Officer, such party may commence an appeal in a Court of competent jurisdiction no later than 30 calendar days from the issuance of the Contracting Officer's written decision, it being understood that the review of the Court shall be limited to the question of whether or not the Contracting Officer's determination was arbitrary and capricious, unsupported by any competent evidence, or so grossly erroneous to evidence bad faith.

Pending final decision of a dispute hereunder, the Consultant shall proceed diligently with the performance of the Contract and in accordance with the Project Manager's interpretation.

8.13) CERTIFICATION

- 8.13.A)** The Consultant certifies that no companies or persons, other than bonafide employees working solely for the Consultant or the Consultant's County approved Subconsultants, have been retained or employed to solicit or secure this Agreement or have been paid or guaranteed payment of any fees, commissions, percentage fees, gifts or any other considerations contingent upon or resulting from the award or making of this Agreement. The Consultant also certifies that no County personnel, whether a full-time or part-time employee, has or shall be retained or employed in any capacity, by the Consultant or the Consultant's County approved Subconsultants, to accomplish the work contemplated under the terms of this Agreement. For breach or violation of this Certification, the Owner shall have the right to annul this Agreement without liability.

8.14) DURATION OF AGREEMENT

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8.14.A) This Agreement shall remain in full force and effect for a period of **5 years, (1825 calendar days)** for design and construction periods including 1 year for warranty administration period, after its date of execution (although actual completion of the services hereunder may extend beyond such term) or until depletion of the funds allocated to pay for the cost of services, whichever occurs first, unless terminated by mutual consent of the parties hereto or as provided in Article 8.06 hereof. The Mayor may extend this agreement on a year-to-year basis until completion and acceptance by the Owner of the work. The performance of specifically and properly authorized services which may extend beyond the Agreement's effective term shall be compensated in accordance to Article 6.03 hereof.

8.15) ENTIRETY OF AGREEMENT

- 8.15.A)** This Agreement represents the entire and integrated Agreement between the Owner and the Consultant and supersedes all prior negotiations, representations, or agreements, written or oral. This Agreement may not be amended, changed, modified, or otherwise altered in any particular, at any time after the execution hereof, except by resolution of the Board of County Commissioners of Miami-Dade County.
- 8.15.B)** If any portion of this Agreement is deemed illegal or unenforceable by a court of law, the remainder of the contract remains valid.

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WHEN THE CONSULTANT IS A CORPORATION

Attest:

Secretary: _____

Signature

Legal Name of Corporation

By: _____

Legal Name

Signature

(Corporate Seal)

Legal Name and Title

WHEN THE CONSULTANT IS AN INDIVIDUAL

Attest:

Witness: _____

Signature: _____

Witness: _____

Signature: _____

WHEN THE CONSULTANT IS A SOLE PROPRIETORSHIP OR OPERATES UNDER A TRADE NAME

Attest:

Witness: _____

Signature

Legal Name of Firm

Witness: _____

Signature

By: _____

Signature

Date Signed: _____

Legal Name and Title: _____

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WHEN THE CONSULTANT IS A PARTNERSHIP

Attest:

Witness:

Signature

Legal Name of Partnership

By: _____
Signature

Witness:

Signature

Legal Name and Title

By: _____
Signature

(Seal)

Legal Name and Title

By: _____
Signature

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Approved as to Insurance Requirements: Approved as to Form and Legal Sufficiency:

Risk Management Division

Assistant County Attorney

Date: _____

Date: _____

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

ATTEST:

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

(Seal)

**HARVEY RUVIN
Clerk of the Court**

**CARLOS A. GIMENEZ
Mayor**

By: _____
Clerk of the Board

By: _____
Mayor

Date: _____

Date: _____

Distribution:

One Original to Clerk of the Board
One Original to User Department's Project File
One Original to Small Business Development Division, ISD
One Original to Project Manager, ISD
One Original to Consultant

cc: Project Manager