

Memorandum



Date: July 8, 2020

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

From: Carlos A. Gimenez
Mayor

Agenda Item No. 8(L)(10)

Resolution No. R-653-20

Subject: Resolution Approving an Award Recommendation for a Professional Services Agreement to Tetra Tech, Inc. under Contract No. E17-RER-01

Recommendation:

It is recommended that the Board of County Commissioners (Board) approve the attached resolution awarding Contract No. E17-RER-01 Professional Services Agreement (PSA) to Tetra Tech, Inc. to provide engineering services for the preparation of technically defensible Local Limits to update Section 24-42.4 of the Code of Miami-Dade County. The total compensation amount is \$300,000.00 with a contract term of one year and a one-year option to renew. This recommendation to award has been prepared by the Division of Environmental Resources Management (DERM) in the Department of Regulatory and Economic Resources. The PSA is attached to the resolution as Exhibit 1.

Project Name: Consulting Services for the Evaluation and Development of Local Limits

Project No: E17-RER-01

Contract No: E17-RER-01

Contract Description:

The CONSULTANT shall provide engineering services for the preparation of technically defensible Local Limits to update the current limits in Section 24-42.4 of the Code of Miami-Dade County, which may include, but may not be limited to the following tasks and associated deliverables:

- i. Develop and submit an approvable Sampling Program (SP) to the Florida Department of Environmental Protection (FDEP) in accordance with U.S. EPA's Local Limit Development Guidance (EPA 833R-04-002A), Chapter 4 of the Florida Guidance Manual for Pretreatment Programs, Chapter 62-625, Florida Administrative Code, and National Pollutant Discharge Elimination System permits issued to Miami-Dade County. Development of the SP shall include evaluation of existing conditions of the County's publicly owned treatment works and available analytical data from sampling previously conducted by Miami-Dade County.
- ii. Implement the approved Sampling Program, perform a technically based local limits evaluation in accordance with U.S. EPA's Local Limit Development Guidance (EPA 833R-04-002A), Chapter 4 of the Florida Guidance Manual for Pretreatment Programs, Chapter 62-625, Florida Administrative Code, and National Pollutant Discharge Elimination System permits issued to Miami-Dade County, and submit to the FDEP approvable modifications to Miami-Dade County's existing local limits based on said evaluation.
- iii. Provide notice of proposed local limit modifications to pertinent stakeholders and conduct all required public participation workshops, meetings or similar activities in accordance with

applicable local, state, and/or federal rules and/or permits in support of the proposed limit modifications.

Project Location: Countywide planning effort

Project Sites: Countywide planning effort

Primary Commission District: All (Countywide planning effort)

Approval Path: Board of County Commissioners

ISD A&E Project Number: E17-RER-01

Using Department: RER- DERM

Managing Department: RER- DERM

Fiscal Impact/Funding Source

The fiscal impact of this Professional Services Agreement is a total of \$300,000.00 from proprietary funds.

PTP Funding: No

GOB Funding: No

ARRA Function: No

Capital Budgets Projects: No

Project Technical Certification Requirements:

16.00 General Civil Engineering

10.04 Environmental Engineering-Chemistry Services

Estimated Contract Period: The project is expected to be completed within the period of one year.

Estimated Contingency Period: This PSA authorizes a one year option-to-renew after the date of execution of this agreement.

IG Fee included in Base Contract: No.

Art in Public Places: No

Base Estimate: \$272,727.27

Honorable Chairwoman Audrey M. Edmonson
and Members, Board of County Commissioners
Page No. 3

Contingency Allowance (Section 2-8.1 Miami-Dade County Code):

Type: PSA Percent: 10% Amount: \$27,272.73

Total Amount: \$300,000

Track Record/ Monitor Explanation: On April 21, 2017, the request to advertise was approved and filed with the Clerk of the Board and the solicitation was advertised. The pre-submittal meeting and project briefing took place on May 9, 2017. Negotiations with the firm took place on October 8, 2019.

Minimum Qualifications Exceed Legal Requirements: Yes

Selection Committee: First-Tier meeting date: April 4, 2018

Signoff Date: May 1, 2018

Applicable Wages (Resolution no. R-54-10): No

Review Committee Assigned Contract Measures: No

Type:

Goal:

Mandatory Clearing House: unknown

Contract Manager: Bernardo Bieler, P.E., Bernardo.Bieler@miamidade.gov

Project Manager: Johnny Vega, P.E., Johnny.Vega@miamidade.gov

Background

On January 13, 2016, the Florida Department of Environmental Protection (FDEP) issued a permit to the Miami-Dade Water and Sewer Department's (MDWASD) Central District Wastewater Treatment Plant (POTW). One of the key requirements of this permit is to re-evaluate the existing General Pretreatment Standards and Local Limits in Chapter 24 of the Code of Miami-Dade County. Local limits protect the POTW against discharges from industrial and commercial sources that may interfere with treatment processes, protect the quality of the sludge produced and disposal options for same, as well as protecting worker health and safety. The County last updated the Local Limits in 2004 and has determined, through an abbreviated re-evaluation, that a full re-evaluation of the Local Limits is warranted.

Department Finance: _____

RER Finance Officer

3/9/20

Date

Index Codes: PE248971

Budget Approval Funds Available: RE _____

OMB Director

4/22/20

Date

Approved Pursuant to Section 2-8.1 of the Miami-Dade County Code:



Deputy Mayor

5/20/2020

Date

Clerk: _____

Date



MEMORANDUM

(Revised)

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

DATE: July 8, 2020

FROM: Abigail Price-Williams
County Attorney

SUBJECT: Agenda Item No. 8(L)(10)

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(L)(10)
7-8-20

RESOLUTION NO. R-653-20

RESOLUTION APPROVING THE NON-EXCLUSIVE PROFESSIONAL SERVICES AGREEMENT WITH TETRA TECH, INC., A CONSULTING AND ENGINEERING SERVICES FIRM, IN AN AMOUNT NOT TO EXCEED \$300,000.00 TO PROVIDE ENVIRONMENTAL RELATED SERVICES FOR THE EVALUATION AND DEVELOPMENT OF LOCAL LIMITS IN SECTION 24-42.4 OF THE CODE OF MIAMI DADE COUNTY, PROJECT NO. E17-RER-01; AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE THE AGREEMENT; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE THE ONE-YEAR RENEWAL OPTION AND TO EXERCISE ALL OTHER PROVISIONS CONTAINED THEREIN

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

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

Section 1. This Board hereby approves the Non-Exclusive Professional Services Agreement with Tetra Tech, Inc., a consulting and engineering services firm, in substantially the form attached hereto and made a part hereof as Exhibit 1, to evaluate and develop technically defensible Local Limits to update the current limits in Section 24-42.4 of the Code of Miami-Dade County, in an amount not to exceed \$300,000.00 for a term of one (1) year plus a one-year renewal option (Project No. E17-RER-01; Contract No. E17-RER-01).

Section 2. This Board authorizes the County Mayor or the County Mayor's designee to execute the Non-Exclusive Professional Services Agreement with Tetra Tech, Inc.

Section 3. This Board authorizes the County Mayor or the County Mayor's designee to execute the one-year renewal option for the Non-Exclusive Professional Services Agreement with Tetra Tech, Inc., as necessary, and to exercise all other provisions contained therein.

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

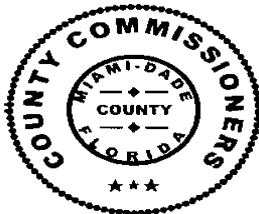
Audrey M. Edmonson, Chairwoman	aye		
Rebeca Sosa, Vice Chairwoman	aye		
Esteban L. Bovo, Jr.	aye	Daniella Levine Cava	aye
Jose "Pepe" Diaz	aye	Sally A. Heyman	aye
Eileen Higgins	aye	Barbara J. Jordan	aye
Joe A. Martinez	aye	Jean Monestime	aye
Dennis C. Moss	aye	Sen. Javier D. Souto	aye
Xavier L. Suarez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

The Chairperson thereupon declared this resolution duly passed and adopted this 8th day of July, 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

By: Melissa Adames
Deputy Clerk



Approved by County Attorney as
to form and legal sufficiency.

OR FOLIO HERB

Hugo Benitez

EXHIBIT 1

**NON-EXCLUSIVE PROFESSIONAL SERVICES AGREEMENT
PROJECT No. E17-RER-01
AGREEMENT NO.**

NON-EXCLUSIVE PROFESSIONAL SERVICES AGREEMENT

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

And the CONSULTANT:

Name: TETRA TECH, INC.

Address: 6303 Blue Lagoon Drive, Suite 305
Miami, Florida 33126

Name: Kenneth L. Caban, PE, BCEE Vice President
Phone Number: 305-908-1423
E-mail Ken.Caban@tetrattech.com

RECEIVED

FEB 10 2020

**R.E.R.
POLLUTION REGULATION**

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

The COUNTY and the CONSULTANT agree as set forth herein:

NON-EXCLUSIVE PROFESSIONAL SERVICES AGREEMENT
BETWEEN
MIAMI-DADE COUNTY
AND
TETRA TECH, INC.

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NON-EXCLUSIVE PROFESSIONAL SERVICES AGREEMENT

THIS NON-EXCLUSIVE PROFESSIONAL SERVICES AGREEMENT is made and entered into this 27 day of January, 2020 ("Effective Date"), by and between Miami-Dade County, a political subdivision of the State of Florida, hereinafter referred to as the "COUNTY", and Tetra Tech, Inc., a corporation authorized to do business in the State of Florida with offices in Miami-Dade County (hereinafter, the "CONSULTANT," and collectively with the COUNTY, the "Parties").

For and in consideration of the mutual agreements hereinafter contained, the COUNTY hereby retains the CONSULTANT to provide ENGINEERING SERVICES FOR THE PREPARATION OF TECHNICALLY DEFENSIBLE LOCAL LIMITS (I.E., SEWER DISCHARGE LIMITATIONS) IN SECTION 24-42.4 OF THE CODE OF MIAMI-DADE COUNTY (the "Project").

1. DEFINITIONS

ADDITIONAL SERVICES: Those services, in addition to the Scope of Services in this AGREEMENT, which the CONSULTANT shall perform at the COUNTY'S option and when authorized by a task authorization(s) to proceed in accordance with the terms of this AGREEMENT.

AFFILIATES: Business concerns are affiliates of each other when either directly or indirectly one concern or individual controls or has the power to control another, or when a third party controls or has the power to control both.

AGREEMENT: This written AGREEMENT or CONTRACT between the COUNTY and the CONSULTANT, including the Appendices and Exhibits attached hereto, all documents incorporated by reference, and all amendments and task authorization(s) to proceed issued by the COUNTY hereunder.

AMENDMENT: A written modification to this AGREEMENT executed by the CONSULTANT and the COUNTY covering changes, additions, or reductions in the terms of this AGREEMENT.

APPLICABLE LAW: Any applicable law (including, without limitation, any Environmental Law), enactment, statute, code, ordinance, administrative order, charter, tariff, resolution, order, rule, regulation, guideline, judgment, decree, writ, injunction, franchise, permit, certificate, license, authorization, or other direction or requirement of any Governmental Authority, political subdivision, or any division or department thereof, now existing or hereinafter enacted, adopted, promulgated, entered, or issued. Notwithstanding the foregoing, "Applicable Laws" and "applicable laws" shall expressly include, without limitation, all applicable zoning, land use, and Florida Building Code requirements and regulations, and all applicable impact fee requirements. All COUNTY Rules, Regulations, Ordinances, Resolutions, Administrative Orders, and the Charter references in this AGREEMENT, which may be applicable, are posted on the County website

www.miamidade.gov. If, after the date of this AGREEMENT, there is any change in applicable laws that increases the services to be provided, or costs or expenses incurred by the CONSULTANT in performing the services on this AGREEMENT, then the CONSULTANT compensation otherwise payable under this AGREEMENT may be increased or decreased accordingly by mutual agreement between the Parties hereto; however, no increase in compensation hereunder shall be effective unless authorized by the Mayor or the Mayor's designee in accordance with his powers granted under Section 2-8.2.12 or if beyond such authority, through written amendment approved by the Board of County Commissioners.

APPLICATION FOR PAYMENT: The CONSULTANT invoice and associated documentation required for submittal to RER to request payments due under the AGREEMENT in a format acceptable to RER.

ARCHITECT/CONSULTANT ("A/C"): The named entity on page one (1) of this AGREEMENT and synonymous with the CONSULTANT.

AWARD: The issuance of a Contract by Miami-Dade County.

BOARD OF COUNTY COMMISSIONERS ("BCC"): The duly elected officials authorized to act on behalf of the COUNTY.

CONTINGENCY ALLOWANCE ACCOUNT(S): An account that establishes a specific amount of time and/or money to be used to perform unknown or unanticipated Work, as directed by the Director or the Director's designee, which is necessary to satisfactorily complete the Project. Any time or money within the Contingency Allowance Account not directly authorized for use by the Director or the Director's designee remains with the COUNTY.

CONTRACT PRICE: The amount specified in Section 11(D) "Maximum Compensation", pursuant to the terms and conditions of this AGREEMENT.

COUNTY ("Miami-Dade County"): A political subdivision of the State of Florida. In all respects hereunder, the COUNTY'S performance is pursuant to the COUNTY'S position as the Owner of this Project. In the event the COUNTY exercises its regulatory authority as a governmental body, the exercise of such regulatory authority and enforcement of any rules, regulations, laws and ordinances shall be deemed to have occurred pursuant to the COUNTY'S authority as a governmental body and shall not be attributable in any manner to the COUNTY as a party to this AGREEMENT.

COUNTY'S REPRESENTATIVE: The Director or the Director's designee and individual(s) or firms(s) designated to act on his behalf in the administration of the AGREEMENT within the limits of their respective authorization.

DAYS: Unless otherwise designated, days mean calendar days.

DEPARTMENT: The Miami-Dade Regulatory and Economic Resources Department ("RER"), a department of Miami-Dade County represented by and acting through the Director or the Director's designee(s).

DIRECT SALARIES: Monies paid at regular intervals to personnel other than principals of the CONSULTANT directly engaged by the CONSULTANT on the Project, as reported to the United States Internal Revenue Service Department and billed to the COUNTY hereunder on a Multiple of Direct Salaries basis when authorized pursuant to a Task Authorization to Proceed. Personnel directly engaged on the Project by the CONSULTANT may include architects, engineers, designers, inspectors, agents, project and document control personnel, administrative personnel, Information Technology personnel, and specifications writers engaged or assisting in research, design, production of drawings, specifications and related documents, work-related services and other services pertinent to the Project.

DIRECTOR ("COUNTY'S REPRESENTATIVE"): The Director of the Miami-Dade Regulatory and Economic Resources Department ("RER") who administers the AGREEMENT on behalf of the COUNTY.

DIRECTOR'S DESIGNEE: The individual or firm designated to represent the Director during the execution of the design and construction of the Project and is authorized to administer the Project on a day-to-day basis.

EFFECTIVE DATE: The date that the AGREEMENT is duly executed by all parties and is legally binding and enforceable.

CONSULTANT: The firm responsible for the overall coordination of its staff and services to be provided under the AGREEMENT with the COUNTY.

FORCE MAJEURE: Shall mean an inevitable accident or occurrence, as defined herein, or an act of God which includes but is not limited to: sudden, unexpected or extraordinary forces of nature such as hurricanes, floods, washouts, storms, fires, earthquakes, landslides, epidemics, explosions or other forces of nature. Inevitable accidents or occurrences shall mean those which are unpreventable by the CONSULTANT and shall include, but not be limited to: strikes, lockouts, other industrial disturbance or similar occurrence, which have or may reasonably be expected to have a material adverse effect on the rights and obligations under this AGREEMENT, and which, by the exercise of due diligence, such parties shall not have been able to avoid. Such acts or events do not include inclement weather (except as noted above), or the acts or omissions of subconsultants, materials men, suppliers, or their subcontractors, unless such acts or omissions are otherwise encompassed by the definition set forth above. Provision of the notice

in Section 9 of this AGREEMENT shall be a condition precedent to maintenance of a claim for delay due to force majeure.

INSURANCE SPECIFICATIONS: Insurance requirements of the Contract to be provided by the CONSULTANT and included in Section 29 of this Contract.

LUMP SUM: A basis for compensation of the CONSULTANT for Services performed.

NOTICE OF TERMINATION: Written notice from Director to the CONSULTANT to stop Work under the Contract on the date and to the extent specified in the Notice of Termination.

PROFESSIONAL SERVICES: The Scope of Services to be provided by the CONSULTANT includes, but is not limited to, services as delineated in Section 3, of this AGREEMENT.

PROFESSIONAL SERVICES AGREEMENT ("PSA"): Synonymous with the terms "Contract" and "AGREEMENT."

PROJECT: Defined in Section 5 of this AGREEMENT.

PROJECT MANAGER: An individual designated by the CONSULTANT to represent the CONSULTANT during the completion of the Project.

PROJECT SCHEDULE: The schedule covering the entire scope and duration of the Project prepared in the critical path method ("CPM") and cost-loaded based on an agreed Schedule of Values that is developed and submitted by the CONSULTANT to the Director or the Director's designee for approval. The schedule indicates the Project's durations and sequence of key activities of consulting, design and permitting and indicates milestone event dates as required by the Contract.

PROPOSAL DOCUMENTS: Documents applicable to and specific to the CONSULTANT'S Proposal for this Contract, consisting of qualifications data and information; technical narrative descriptions; design and construction data; plans and calculations; commercial data including pricing, insurance and bonding; and forms provided in the Contract, and other related documents specified in the Contract, and errata and addenda thereto.

REIMBURSABLE EXPENSES: Those expenses delineated in Section 11(C), "Reimbursable Expenses", of this AGREEMENT, which are separately approved by the COUNTY and are incurred by the CONSULTANT in the fulfillment of this AGREEMENT and which are to be compensated to the CONSULTANT in addition to the Compensation for Services.

SCOPE OF SERVICES ("PROFESSIONAL SERVICES"): The Scope of Services to be provided by the CONSULTANT includes, but is not limited to, services as delineated in Section 3, "Professional Services".

SERVICES: As defined in Section 3 herein.

SMALL BUSINESS ENTERPRISE ("SBE-A/C"): A firm providing architectural, landscape architectural, consulting, or surveying and mapping professional services, including a Design-Build firm, which has an actual place of business in Miami-Dade County and whose three (3) year average annual gross revenues do not exceed two million dollars (\$2,000,000.00) for the first tier SBE-A/C(s), four million five hundred thousand dollars (\$4,500,000.00) for second tier SBE-A/C(s) in the case of architectural services, or six million dollars (\$6,000,000.00) for second tier SBE-A/C(s) in the case of landscape architectural services, engineering, or surveying and mapping services.

STATE: The State of Florida.

SUBCONSULTANT: A person or organization which is properly registered as a professional Architect, Interior Designer, CONSULTANT, 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 Project Scope of Services. A subconsultant does not furnish trade labor for construction.

TASK AUTHORIZATION TO PROCEED ("TASK" OR "WORK ORDER"): A written order, authorized by the Director or the Director's designee, directing the CONSULTANT to perform Work under this AGREEMENT.

TASK SCHEDULE: A schedule to be submitted by the CONSULTANT to the Department, together with each proposal for a Task Authorization to Proceed, which contains the commencement and completion date of all relevant activities under the Task. The Task Schedule shall be prepared in accordance with CPM Methodology and shall be subject to the approval of the Department.

WORK ("SERVICES"): All services, tasks, and activities related to the Project.

2. COUNTY OBLIGATIONS AND TASK AUTHORIZATION TO PROCEED: The COUNTY agrees that RER shall furnish to the CONSULTANT any plans or other data reasonably available in the COUNTY'S files pertaining to the Work to be performed under this AGREEMENT. Information shown on such plans or data shall be that which has been made available to the COUNTY and shall be provided to the CONSULTANT without guarantee regarding its reliability and accuracy. The CONSULTANT shall be responsible for independently verifying such information if it shall be used by the CONSULTANT to accomplish the Work undertaken pursuant to this AGREEMENT.

The CONSULTANT shall submit a proposal upon the Director's or the Director's designee's request prior to the issuance of a task authorization. At a minimum a proposal must include a cost proposal, including proposed methodology for payment and Task Schedule. No payment shall be made for the CONSULTANT'S time or service in connection with the preparation of any such proposal. The Director or the Director's designee shall confer with the CONSULTANT before any task authorization to proceed is issued in order to discuss and agree upon the scope, time for completion, and fee for services to be rendered pursuant to the task authorizations to proceed, subject to the conditions of this AGREEMENT.

The Director or the Director's designee shall issue written task authorization(s) to proceed to the CONSULTANT for each section of the Work to be performed hereunder. In case of emergency, the COUNTY, through the Director or the Director's designee, reserves the right to issue oral authorizations to the CONSULTANT with the understanding that written authorization shall follow within ten (10) working days. If no written authorization is issued within that time, the CONSULTANT shall cease work and submit an invoice for Work completed.

The CONSULTANT acknowledges that Task Authorizations to Proceed under this Section shall only be issued by duly authorized employees of the Department.

3. PROFESSIONAL SERVICES: Upon receipt of a task authorization to proceed from the Director or the Director's designee, the CONSULTANT agrees to perform professional services associated with the requested Work in accordance with the negotiated terms of the applicable written task authorization to proceed.

The CONSULTANT shall provide engineering services for the preparation of technically defensible Local Limits (i.e., sewer discharge limitations) in Section 24-42.4 of the Code of Miami-Dade County, which includes but may not be limited to specific work related to following objectives:

OBJECTIVE 1:

Develop and submit an approvable Sampling Program (SP) to the Florida Department of Environmental Protection in accordance with U.S. EPA's Local Limit Development guidance (EPA 833R-04-002A), Chapter 4 of the Florida Guidance Manual for Pretreatment Programs, Chapter 62-625, Florida Administrative Code, and National Pollutant Discharge Elimination System permits issued to Miami-Dade County. Development of the SP shall include an evaluation of existing conditions of the County's publicly owned treatment works and available analytical data from sampling previously conducted by Miami-Dade County.

OBJECTIVE 2:

Implement the approved Sampling Program, perform a technically based local limits evaluation in accordance with U.S. EPA's Local Limit Development guidance (EPA 833R-04-002A), Chapter 4 of the Florida Guidance Manual for Pretreatment Programs, Chapter 62-625, Florida Administrative Code and National Pollutant

Discharge Elimination System permits issued to Miami-Dade County, and submit to the FDEP approvable modifications to Miami-Dade County's existing local limits based on said evaluation.

OBJECTIVE 3:

Provide notice of proposed local limit modifications to pertinent stakeholders and conduct all required public participation workshops, meetings or similar activities in accordance with applicable local, state and/or federal rules and/or permits in support of the proposed limit modifications.

4. **EMPLOYEES ARE THE RESPONSIBILITY OF THE CONSULTANT:** The CONSULTANT is, and shall be, in the performance of all Work services and activities under this AGREEMENT, an independent contractor, and not an employee, agent or servant of the COUNTY. All persons engaged in any of the Work or services performed pursuant to this AGREEMENT shall at all times, and in all places, be subject to the CONSULTANT'S sole direction, supervision and control. The CONSULTANT shall exercise control over the means and manner in which it and its employees perform the Work, and in all respects the CONSULTANT'S relationship of its employees to the COUNTY shall be that of an independent contractor and not as employees and agents of the COUNTY. The CONSULTANT does not have the power or authority to bind the COUNTY in any promise, agreement or representation other than specifically provided for in this AGREEMENT or a work order. The CONSULTANT shall supply competent employees. The COUNTY may require the CONSULTANT to remove an employee if, in the COUNTY'S sole judgment, it deems the employee careless, incompetent, insubordinate or otherwise objectionable and whose continued employment on COUNTY property is not in the best interest of the COUNTY. Each employee shall have and wear proper identification. The COUNTY has the right to authorize the assignment of specific employees through a written task authorization to proceed. The CONSULTANT shall not replace any employee in the team initially proposed by the CONSULTANT without prior approval from the Director or the Director's designee. The CONSULTANT shall submit a list of employees intended to be engaged in the Work under this AGREEMENT, including their classification and labor rates, as reported to the Internal Revenue Service, with such labor rates made a part hereof as Attachment "B" to this AGREEMENT. All employees engaged in this Project will be required to submit the conflict of interest "Affidavit" attached hereto as Attachment "C".
5. **CONSULTANT'S RESPONSIBILITIES:** In connection with the Professional Services to be rendered pursuant to this AGREEMENT, the CONSULTANT agrees to:
 - A. Use the same degree of care and skill ordinarily exercised by other similar professionals in the field under similar conditions.
 - B. Maintain an adequate staff of qualified personnel at all times to meet completion requirements of the Professional Services within the term specified in the applicable task authorization to proceed.
 - C. Comply with the federal, state and local laws or ordinances applicable to the Work.
 - D. Cooperate fully with the COUNTY in the scheduling and coordination of all

phases of the Work.

- E. The CONSULTANT shall prepare and submit documents in accordance with applicable local, Federal and State regulations and guidance documents (Chapter 62-625, Florida Administrative Code (FAC), 40 CFR Part 403, U.S. EPA and Chapter 24, Code of Miami-Dade County. Copies of applicable regulations and guidance documents may be obtained via the internet either from the Florida Department of Environmental Protection's (FDEP) website (<http://www.dep.state.fl.us/>) or U.S. EPA's website (<https://www.epa.gov/>). Two copies of deliverables shall be submitted to the DIRECTOR. In addition, editable electronic versions of deliverables shall be submitted in their original format (e.g., Word, Excel, AutoCAD, ArcGIS, InDesign, etc.) Deliverables shall be signed and sealed, as applicable, based on scope, by the Florida Registered Professional Geologist, Engineer, or Architect responsible for oversight of the activities necessary for and information included in the deliverables. The professional certification shall include a statement that applicable portions of the deliverable and associated work comply with standard professional practices, the applicable regulations and guidance documents and any other applicable laws and rules governing the profession. All responses from CONSULTANT to all FDEP review comments and Requests for Additional Information (RFI) of the submittals shall be reviewed by the County before being submitted to FDEP.
- F. Provide a written report on the status of the Work to the Director or the Director's designee upon request and hold pertinent data and other products open to the inspection of the Director or the Director's designee at any reasonable time and during normal business hours.
- G. Submit for COUNTY review design computations, sketches, and other data representative of the Work's progress at the percentage stages of completion which may be stipulated in the applicable task authorization to proceed. Submit for COUNTY approval the final Work products upon incorporation of any modifications requested by the COUNTY during any previous review.
- H. Confer with the COUNTY at any time during the term of the AGREEMENT and implementation of improvements for which the CONSULTANT has provided design or other services as to interpretation of plans and other documents, correction of errors and omissions and preparation of any necessary plan thereof. The CONSULTANT shall not be compensated for the correction of errors and omissions on the part of the CONSULTANT but shall be compensated for any Additional Services requested by the Director or the Director's designee.
- I. Prior to final approval of the Work by the Director or the Director's designee, complete a preliminary check of any construction documents which require a permit or other approval from a county, city, state, or federal agency from which a permit or other approval is required.
- J. Use computer and networking hardware, software and firmware standards as approved by the Information Technology (IT) Division of RER. IT staff must be involved in the design phase of an application and in developing the testing, training and acceptance criteria of the application before it is placed into production. All applications and/or systems to be transferred to the COUNTY must have adequate end user and systems support documentation and, as part of the design process for a Project, any system needs should be identified and will require the approval of IT. All electronic data performed or produced in the

performance of this AGREEMENT shall be transferred in an approved media and format by IT.

- K. All systems developed by the CONSULTANT pursuant to this AGREEMENT shall become the property of the COUNTY.
- L. Application design, operation and security shall follow the COUNTY and RER IT standards. Costs incurred to comply with these standards if the system is developed outside these parameters will be the burden of the CONSULTANT.
- M. The COUNTY reserves the right to require background checks on CONSULTANT'S staff working on sensitive RER infrastructure information, especially Geographic Information System layers. RER may require non-disclosure agreements to be signed regarding infrastructure information and shall hold the CONSULTANT responsible for the security of this data.
- N. All CONSULTANT'S staff wishing to gain access to work via the COUNTY'S network will require a network identification (ID) and password issued within the guidelines set forth for security. This ID will be terminated after use on the Project, or if not signed-on to the network, after ten (10) days.
- O. The CONSULTANT will adhere to the Public Involvement Plan in accordance with Miami-Dade County's Resolution R-273-05, as amended.
- P. The CONSULTANT shall consider future impacts of sea level rise and climate change that may be addressed through design considerations.
- Q. The CONSULTANT understands and agrees that the Consultant is not authorized to engage any subcontractors for legal services as part of this Agreement or submit any bills to Miami-Dade County for legal services in connection with this Agreement. Miami-Dade County will not pay any such bills for legal services.

6. ORGANIZATIONAL CONFLICT OF INTEREST RELATED TO SECTION 2-11.1 OF THE CODE OF MIAMI-DADE COUNTY:

A. RER ORGANIZATIONAL CONFLICT OF INTEREST

- 1) Policy: The COUNTY, through RER, adopts the provisions of this Section to govern potential conflicts of interest in its procurement of CONSULTANTs to implement the Project. It is the policy of the COUNTY, implemented through this Section, to identify, analyze and address organizational conflicts of interest that might otherwise exist in order to maintain the public's trust in the integrity and fairness of the COUNTY'S contracting for the Project and to protect the business interests of the COUNTY thereby safeguarding public dollars. This policy shall be supplemental to and not in derogation of the requirements of law relating to conflicts of interest including, but not limited to, the COUNTY'S Code of Ethics.
- 2) An organizational conflict of interest is a situation in which an CONSULTANT:
 - (a) under the Contract, or any part thereof, including a particular work order or defined task, is required to exercise judgment to assist the COUNTY in a matter (such as in drafting specifications or assessing another CONSULTANT's or contractor's proposal or performance) and the CONSULTANT has a direct or indirect financial or other interest at stake in

the matter, so that a reasonable person might have concern that when performing Work under the AGREEMENT, the CONSULTANT may be improperly influenced by its own interests rather than the best interest of the COUNTY, or (b) would have an unfair competitive advantage in a COUNTY competitive solicitation as a result of having performed work on a COUNTY contract that put the CONSULTANT in a position to influence the result of the solicitation.

- 3) Certification of no organizational conflict of interest: The CONSULTANT'S:
(a) execution of the contract or any agreement to perform any work under a work order or (b) making any claim for payment under the Contract, constitutes the CONSULTANT'S certification to the COUNTY that the CONSULTANT does not have knowledge of any organizational conflicts of interest to exist in performing the work under the AGREEMENT. False certifications may be considered a material breach of the AGREEMENT and the CONSULTANT may be liable to the COUNTY for a false claim under the COUNTY'S false claim ordinance. At any time in anticipation of awarding the AGREEMENT, or during the performance of the AGREEMENT, the COUNTY may require the CONSULTANT to execute an express written certification that after diligent inquiry the CONSULTANT does not have knowledge of any organizational conflict of interest. The COUNTY may also require the CONSULTANT to set forth in writing the scope of the inquiry conducted to make the express certification. Failure to make diligent inquiry, to disclose a known conflict or potential conflict, or to execute the documents required to be produced may be considered, if pre- award, a reason for disqualification of the proposal, and following award, a material breach of the AGREEMENT.
- 4) Identification of organizational conflict of interest: The CONSULTANT shall be obligated to disclose to the COUNTY any organizational conflict of interest, or the potential for the same to occur, immediately upon its discovery. The disclosure shall be in writing, addressed to the Director or Director's designee identified in the AGREEMENT specifications. The disclosure shall identify the organizational conflict of interest with sufficient detail for the COUNTY'S analysis and shall propose a method to address the same. Such disclosure shall also be reported to the Office of the Inspector General (OIG) or to the Commission on Ethics and Public Trust (COE). The CONSULTANT'S failure to identify an organizational conflict of interest, or to disclose the same to the COUNTY in the manner set forth in this Section, may be considered a material breach of the AGREEMENT. Each solicitation shall also require respondents to address the methodology proposed to identify and address any potential organizational conflict of interest, particularly in those instances where the proposer offers to use the same Subconsultants which may be Primes or Subconsultants in other Project Contracts where such use is not specifically prohibited by the advance restrictions set forth in this policy. The potential for organizational conflicts of interest, and the methodology offered to prevent organizational conflicts of interest, may be evaluated by the COUNTY as a criterion for selection as set forth in the applicable competitive solicitation documents.

- 5) Addressing organizational conflicts of interest: The COUNTY will analyze and address organizational conflicts of interest on a case-by-case basis, because such conflicts arise in various, and often unique, factual settings. The Director, with the assistance of such other persons as he may deem appropriate, shall make the final decision as to how to address an organizational conflict of interest. The COUNTY shall consider the specific facts and circumstances of the contracting situation and the nature and potential extent of the risks associated with an organizational conflict of interest when determining what method or methods of addressing the conflict will be appropriate. When an organizational conflict of interest is such that it risks impairing the integrity of the Project, then the COUNTY must take action to substantially reduce or eliminate those risks. If the only risk created by an organizational conflict of interest is a performance risk relating to the COUNTY'S business interests, then the COUNTY shall have broader discretion in accepting some or all of the performance risk, but only when the potential harm to the COUNTY'S interest is outweighed by the expected benefit from having the conflicted CONSULTANT perform the Contract.
- 6) Measures to address organizational conflicts of interest: The measure, or combination of measures, which may be appropriate to address an organizational conflict of interest, if any, shall be decided by the Director and include, but are not limited to: (a) avoidance of risk through reduction of subjectivity in the analysis or by defining work tasks and deliverables with specificity, (b) requiring the CONSULTANT and/or its Subconsultants to implement structural barriers (firewalls) and internal corporate controls, (c) limiting Subconsultants or personnel to be involved in a work assignment, (d) employing specific hourly limits on defined tasks, (e) limiting or prohibiting certain pass through fees and markups, (f) executing a mitigation plan which will define specific CONSULTANT and Subconsultant duties to mitigate organizational conflicts of interest, (g) requiring subconsultants who are conflict free to perform identified areas of work, (h) requiring the CONSULTANT or its Subconsultants to adopt, disseminate and instruct staff on conflict of interest identification and remediation procedures and (i) relying on more than one source or on objective or verifiable data or information.
- 7) Documentation and evaluation: The Director will set forth in the AGREEMENT file a written explanation of the methodology used to address an identified organizational conflict of interest. The COUNTY shall periodically evaluate the effectiveness of the methodology in the protection of the Project. Upon the rendering of a decision regarding the resolution of a reported conflict of interest, a copy of such finding shall be forwarded to the OIG or COE.
- 8) Organizational conflicts of interest which are not remedied: If in the sole discretion of the COUNTY there is no measure or combination of measures which protect the COUNTY against the organizational conflict of interest, then the CONSULTANT may not perform the subject work. The COUNTY may in its discretion, if pre-award, decide not to award the AGREEMENT to the

affected CONSULTANT, and following award, terminate the AGREEMENT, or portion of the AGREEMENT, which the CONSULTANT has materially breached because of such inability to perform.

7. TASK AUTHORIZATION TO PROCEED: TIME FOR COMPLETION: The services to be rendered by the CONSULTANT for each section of the Work shall commence upon receipt of a written task authorization to proceed from the Director or the Director's designee subsequent to the execution of this AGREEMENT and shall be completed within the time stated in the task authorization to proceed.
8. DELAY IN PERFORMANCE: No claim for damages or any claim other than for an extension of time shall be made or asserted against the COUNTY by reason of any delays. The CONSULTANT shall not be entitled to an increase in the sum, payment or compensation of any kind from the COUNTY beyond that set forth in this AGREEMENT or direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to: costs of acceleration or inefficiency arising because of delay, disruption, interference or hindrance from any cause whatsoever; provided, however, that this provision shall not preclude recovery or damages by the CONSULTANT for hindrances or delays due solely to fraud, bad faith or active interference on the part of the COUNTY or its agents. Otherwise, the CONSULTANT shall be entitled only to extensions of the time as the sole and exclusive remedy for such resulting delay, in accordance with and to the extent specifically provided below.

The time to perform this AGREEMENT shall be extended only if the CONSULTANT is delayed in performing any obligation under this AGREEMENT due to a force majeure. The CONSULTANT shall request in writing a time extension from the Director within ten (10) days of said force majeure. Failure to make such written request within the specified time shall be a bar on the ability of the CONSULTANT to bring any claim or civil action for either compensable or non- compensable time extension.

9. FORCE MAJEURE: No party shall be liable for its failure to carry out its obligations under the AGREEMENT during a period when such party is rendered unable, in whole or in part, by force majeure to carry out such obligations, but the obligation of the party or parties relying on such force majeure shall be suspended only during the continuance of any inability so caused and for no longer period of said force majeure event, and such cause shall, so far as possible, be remedied with all reasonable dispatch.

It is further agreed and stipulated that the right of any party hereto to excuse its failure to perform by reason of force majeure shall be conditioned upon such party giving, to the other party or parties, written notice of its assertion that a force majeure delay has commenced within ten (10) days after such commencement, unless there exists good cause for failure to give such notice, in which event, failure to give such notice shall not prejudice any party's right to justify any non-performance as caused by force majeure unless the failure to give timely notice causes material prejudice to the other party or parties.

10. CHANGE OF PRINCIPAL OR PROJECT MANAGER: _____, shall be the Principal and _____ Project Manager, respectively. If the COUNTY or the CONSULTANT requests a change of the Principal or Project Manager, the party initiating said change shall make the request in writing, and said request shall be received by the other party at least thirty (30) days prior to any such change. The Director reserves the right to approve the replacement of the Principal or Project Manager.

11. COMPENSATION FOR SERVICES: The COUNTY agrees to pay and the CONSULTANT agrees to accept a fee representing full compensation for the performance of the services specified herein. The CONSULTANT shall submit monthly invoices for all Work in progress using a format and procedure provided by RER and in accordance with the Prompt Payment Ordinance No. 94-40. Invoices shall be submitted within one hundred twenty (120) days of the performance of the service being billed. The COUNTY shall not pay invoices that are not properly submitted within that period. Additionally, the COUNTY may withhold payment of any invoices from the CONSULTANT if the COUNTY determines that the CONSULTANT submitted and received payment of an inaccurate invoice, without limitation to any other legal or equitable remedies. Fees and other compensation will be computed in accordance with one or a combination of the methods outlined in subsections A, B and C below as specified in a written task authorization to proceed approved by the Director or the Director's designee:

A. Fee for Professional Services as a Multiple of Direct Salary Cost and Fixed Hourly Rate:

- 1) The fee for professional services rendered by the CONSULTANT'S employees shall be computed based on the direct salary cost, as reported to the Internal Revenue Service, excluding bonuses or awards if applicable, for the time of said employee engaged directly in the Work times a negotiated multiplier of 2.89% for Office Employees. Invoicing by the CONSULTANT for persons not specifically provided for above shall be prohibited without the advance written approval of the Director for good cause shown and documented in the project file. The Director shall approve such invoicing only in the event that it is necessary to address unique project needs. Office Employees shall mean personnel that are located in the home offices of the CONSULTANT and/or project office. This also applies to Subconsultant(s), when such home offices provide office space. Field Employees shall mean personnel that are performing duties in the field full time and not at the central offices at the COUNTY located at 111 N.W. 1 Street, Miami, Florida 33128. This fee shall constitute full compensation to the CONSULTANT for costs incurred in the performance of the Work, such as salaries of all employees including clerical staff, overhead, fringe benefits, operating margin and all other costs not covered by reimbursable expenses. Clerical staff is defined to include secretarial, word processing and staff performing administrative functions. In no case shall the maximum rate of compensation, including multipliers of direct salary, exceed \$240.00 per hour

for the CONSULTANT and Subconsultant(s).

The COUNTY has the right to verify the rates and multipliers used in this AGREEMENT through an audit. No escalation will be permitted. Compensation to CONSULTANT shall be limited by the multipliers, maximum rate of compensation, and maximum raw hourly rates set forth for the CONSULTANT in this Section. Invoicing by the CONSULTANT for services in excess of this limitation shall be prohibited without the advance written approval of the Director for good cause shown and documented in the Project file. The Director shall approve such invoicing only in the event that it is necessary to address unique project needs.

- 2) For employees that are on an hourly basis and are required to be paid overtime, compensation for overtime Work considered necessary and previously authorized in advance by the Director or the Director's designee in writing shall be computed with a multiplier of 1.1 times the overtime rate and number of hours ($1.1 \times \text{overtime rate} \times \text{number of hours of overtime}$). Principals and all salaried employees shall not receive additional compensation for performance of overtime Work. Overtime is defined as Work in excess of forty (40) hours per week. The multiplier rate in Section 11.A.1 does not apply.
- 3) Labor rates (Direct Salaries) shall be in accordance with the list of positions and rates supplied by the CONSULTANT and its Subconsultant(s), and made a part hereof as Attachment "B" and shall be consistent with prevailing local wage rates paid for similar Work to similar employee classifications and subject to approval by the Director or the Director's designee prior to starting Work.
- 4) The CONSULTANT and its Subconsultant(s) shall not invoice the COUNTY for charges for office, rent or overhead expenses of any kind including, but not limited to: insurance, local telephone (including cellular service) and utility charges, office/drafting supplies, depreciation of equipment, professional dues, subscriptions, customary computer software/hardware, reproduction of drawings and/or specifications, mailing, stenographic, or clerical work. Nor shall the CONSULTANT invoice for employee time not directly related to the Work or travel and subsistence not directly related to the Work. The multiplier factor set forth in Section 11.A.1. above shall cover all such costs pertinent to the Work.
- 5) All payments to Subconsultant(s) employed hereunder shall be the sole responsibility of the CONSULTANT unless otherwise provided for herein or within a written task authorization to proceed. The CONSULTANT shall not submit invoices, which include charges for services by Subconsultant(s), unless such services have been performed satisfactorily and the charges are, in the opinion of the CONSULTANT, payable to such Subconsultant(s).

- 6) The CONSULTANT shall promptly make all payments to such Subconsultant(s) following receipt by the CONSULTANT of corresponding payment from the COUNTY. Prior to any payments to Subconsultant(s), the CONSULTANT shall, if requested by the Director or the Director's designee, furnish to the COUNTY a copy of the agreement(s) providing for such payments. Compensation to Subconsultants shall be limited by the multipliers, maximum rate of compensation, and maximum raw hourly rates set forth for the CONSULTANT in Section 11.A.1. above. Invoicing by the CONSULTANT for Subconsultant services in excess of this limitation shall be prohibited without the advance written approval of the Director for good cause shown and documented in the Project file. The Director shall approve such invoicing only in the event that it is necessary to address unique Project needs.
 - 7) Not To Exceed: Under this compensation, the CONSULTANT is compensated for the actual time of personnel engaged directly in performing services under this AGREEMENT. A not to exceed cap for the total fee for each assignment given under this compensation basis may be established prior to the issuance of the task authorization to proceed. The compensation method shall be in accordance with the compensation schedule as shown in Section 11.A.1 of this AGREEMENT.
- B. Lump Sum Fee: The fee for any requested portion of Work may be, at the option of RER, a lump sum mutually agreed upon by the Director or the Director's designee and the CONSULTANT. The lump sum fee will be estimated based on the direct salaries times the negotiated multiplier times the hours per employee. Designated lump sum fees shall be stated in the written task authorization to proceed. Lump sum fees shall NOT include any reimbursable expenses, which must be separately accounted and paid on the basis of original receipts and actual costs.
- C. Reimbursable Expenses: The CONSULTANT may be compensated on a direct reimbursement basis for certain Work-related expenditures not covered by fees for engineering services, provided such expenditures are reasonable and previously authorized by the Director or the Director's designee in writing. Reimbursable expenses typically are not considered the cost of doing day-to-day business and may include:
- 1) Expenses for laboratory tasks and analyses, permitting fees, printing and reproduction costs, rental or purchase of specialized equipment, software licenses and instruments necessary for the efficient performance of the Work, provided that such equipment and instruments become the property of the COUNTY upon Work completion.
 - 2) Expenses for travel (except commuting)- the CONSULTANT shall claim no more in expenses for travel, transportation, and subsistence than would be allowed an "authorized person" pursuant to the terms of Section 112.061, Florida Statutes, and the COUNTY's Administrative Orders 6-1 and 6-3, as presently written or hereafter amended. No such expenses shall be approved

without the prior written consent of the Director or the Director's designee. For the purposes of this Section, the principal place of business shall be considered the CONSULTANT'S local corporate headquarters. Failure to obtain such prior authorization shall be grounds for nonpayment of such expenses. To be compensated, the CONSULTANT shall maintain accurate records in a format and procedure provided by RER, and the CONSULTANT shall submit said records with their invoices.

- 3) Reimbursable expenses of the CONSULTANT and approved Subconsultants shall be identified on a direct cost basis. Mark-ups as a percentage of salary costs are not permissible and will not be reimbursed or paid.
- 4) The CONSULTANT shall be required to submit original receipts of all reimbursable expenses for task authorizations to proceed issued on a time and material basis and lump sum.
- 5) Items not listed shall be reviewed on a case-by-case basis and shall require approval in advance by the Director or the Director's designee.

D. Maximum Compensation: The total of all payments to the CONSULTANT pursuant to this AGREEMENT shall not exceed \$272,727.27, excluding the contingency allowance set forth below. No minimum amount of compensation is guaranteed to the CONSULTANT. Maximum Compensation may not be increased for the entire duration of the AGREEMENT without approval by the County Mayor or County Mayor's designee in accordance with his powers granted under Section 2-8.2.12 or if beyond such authority, through written amendment approved by the Board of County Commissioners.

E. Contingency Allowance Account: In the event that a contingency necessitates the performance of services or additional services by the CONSULTANT after the \$272,727.27 maximum compensation limit of the AGREEMENT has been encumbered, the Director or the Director's designee shall have the right to authorize performance of additional services, provided that compensation for such services does not exceed ten percent (10%) of the AGREEMENT maximum compensation limit, which maximum contingency allowance amount shall be \$27,272.73. Before any additional services are begun, a task authorization to proceed from the Director shall be given to the CONSULTANT. The task authorization to proceed must clearly identify, explain and justify the reason for the additional services. The CONSULTANT shall have no entitlement to any of these funds. The COUNTY retains all rights to these funds, may expend these funds at its sole discretion, and any funds not expended from this Allowance Account remain the property of the COUNTY.

F. Compensation for Other Services (IF APPLICABLE):

Surveying and Testing Services: In the event surveying and testing services are required during the Project and such work is authorized by the Director or his designee, the CONSULTANT shall be compensated for performance of said work, and the rates shall not exceed the negotiated rates under the latest Miami-

Dade County Transportation and Public Works Department contract and schedule of payment.

G. Truth-In-Negotiation Certification of Wage Rates: Attached hereto as Attachment "D" is the Truth-in-Negotiation Certificate required by Administrative Order 3-39 and Section 287.055(5)(a), Florida Statutes. The CONSULTANT hereby certifies and agrees that wage rates and other factual unit costs, as submitted in support of the compensation provided in this Section, are accurate, complete and current as of the date of this AGREEMENT. It is further agreed that said compensation shall be adjusted to exclude any significant costs where the COUNTY shall determine that the price of services was increased due to inaccurate, incomplete or unclear wage rates or other factual unit costs. All such compensation adjustments shall be made within one (1) year from the date of final billing or acceptance of the Work by the COUNTY, whichever is later. The COUNTY reserves the right to request a certified copy of the CONSULTANT'S payroll at any time during the term of this AGREEMENT.

H. County Discretion To Negotiate: Notwithstanding and prevailing over any other provision of this AGREEMENT, the COUNTY reserves the right in its sole discretion, through the Director or the Director's designee, to negotiate fees and rates with the CONSULTANT, mutually acceptable to the COUNTY and the CONSULTANT, that are less than those set forth herein for particular projects, including but not limited to, a lower multiplier and hourly rates.

12. METHODS OF PAYMENT: The COUNTY agrees to make monthly or partial payments to the CONSULTANT, in accordance with Prompt Payment Ordinance No. 94-40, as currently in effect or as amended in the future, for all authorized Work performed during the previous calendar month or other mutually agreed invoicing period. The CONSULTANT is responsible to submit original invoices that do not contain charges that are more than one hundred twenty (120) days old. In the case where disallowed charges are found, the COUNTY may return the entire invoice for correction and resubmittal. The CONSULTANT agrees to provide all records necessary to substantiate payment requests to the COUNTY. Payments shall be made in accordance with the following methods:

A. Fee for Professional Services as a Multiple of Direct Salary Cost and Fixed Hourly Rate and/or Reimbursable Expenses:

- 1) The CONSULTANT shall submit the invoice in a format provided by RER. Each invoice shall reference the particular task authorization to proceed that authorized the services and shall include a status report describing the Work completed.
- 2) The CONSULTANT shall report via the Business Management Workforce System (BMWS) all sub-consultants agreements entered into listing award amounts or percentage for each Miami-Dade County project. Additionally, the Consultant shall report all payments made to each sub-consultant

participating on the project and verification of payments received must be confirmed by the subconsultants via BMWS. For additional information regarding online BMWS registration, manage 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.

- 3) The amount of the invoice submitted shall be comprised of the amounts due for all services performed and reimbursable expenses incurred during the previous calendar month or other mutually agreed invoicing period to date in connection with the authorized Work. The amounts due for professional services and reimbursable expenses shall be calculated in accordance with Section 11 of this AGREEMENT.
- 4) Invoiced reimbursable expenses must be substantiated by original receipts and other documentation as necessary.

B. Lump Sum Fee:

- 1) The CONSULTANT shall submit the invoice in a format provided by RER. Each invoice shall reference the particular task authorization to proceed that authorized the services and shall include a status report describing Work completed.
- 2) The CONSULTANT shall report via the Business Management Workforce System (BMWS) all sub-consultants agreements entered into listing award amounts or percentage for each Miami-Dade County project. Additionally, the Consultant shall report all payments made to each sub-consultant participating on the project and verification of payments received must be confirmed by the subconsultants via BMWS. For additional information regarding online BMWS registration, manage 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.
- 3) The amount due on the invoice shall be calculated by applying the percentage of the total Work completed in to date to the authorized lump sum and subtracting any previous payments.
- 4) Invoiced reimbursable expenses must be substantiated by original receipts and other documentation as necessary.

13. ACCOUNTS RECEIVABLE ADJUSTMENTS: In accordance with Miami-Dade County Implementing Order 3-9, Accounts Receivable Adjustments, if money is owed by the CONSULTANT to the COUNTY, whether under this AGREEMENT or for any other purpose, the COUNTY reserves the right to retain such amount from payment due by the COUNTY to the CONSULTANT under this Contract. Such retained amount shall be applied to the amount owed by the CONSULTANT to the COUNTY. The CONSULTANT shall have no further claim to such retained amounts

which shall be deemed full accord and satisfaction of the amount due by the COUNTY to the CONSULTANT for the applicable payment due herein.

14. SCHEDULE OF WORK: RER shall have the sole right to determine on which units or sections of the Work the CONSULTANT shall proceed and in what order. The written task authorization to proceed issued by the Director or the Director's designee shall cover in detail the scope, time for completion, and compensation for the engineering services requested in connection with each unit or section of Work.
15. RIGHT OF DECISIONS: The Parties desire to resolve all disputes informally in an amicable manner without litigation. Therefore, all services shall be performed by the CONSULTANT to the satisfaction of the Director or the Director's designee who shall make an initial decision on 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. The Director's decisions upon all claims, questions and disputes shall be final, conclusive and binding upon the Parties hereto unless a Party provides written notice of objection within ninety (90) days of a written decision by the Director. The Parties will follow the notice of objection with a senior management meeting between the Director or other designee of the County and an executive representative of CONSULTANT no less than Senior Vice President. In the event that the dispute is not resolved within sixty (60) days of the notice of objection, either Party may seek resolution of the dispute in a Court of competent jurisdiction. The CONSULTANT shall continue to perform under the AGREEMENT and follow the Director's direction during the time a dispute is being resolved.
16. OWNERSHIP OF DOCUMENTS: All notes, correspondence, documents, data, transactions of all forms, financial information, 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 the 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, Florida Statutes.

The CONSULTANT shall be permitted to reproduce any copyrighted material described above after written approval from the COUNTY. CONSULTANT shall not be held liable for reuse of documents or modifications thereof by the COUNTY or its

representatives for any purpose other than the original intent of this Agreement, without written authorization of and appropriate compensation to CONSULTANT.

17. PRESS RELEASE OR OTHER PUBLIC COMMUNICATION:

Under no circumstances shall the CONSULTANT without the express written consent of the COUNTY:

- A. Issue or permit to be issued any press release, advertisement or literature of any kind which refers to the COUNTY, or the Work being performed hereunder, unless the CONSULTANT first obtains the written approval of the COUNTY. Such approval may be withheld if for any reason the COUNTY believes that the publication of such information would be harmful to the public interest or is in any way undesirable.
- B. Communicate in any way with any contractor, department, board, agency, commission or other organization or any person, whether governmental or private, in connection with the services to be performed hereunder except upon prior written approval and instruction of the COUNTY.
- C. Except as may be required by law, the CONSULTANT and its employees, agents, subcontractors and suppliers will not represent, directly or indirectly, that any product or service provided by the CONSULTANT or such parties has been approved or endorsed by the COUNTY.

18. NOTICES: Any notices, reports or other written communications from the CONSULTANT shall be considered delivered when posted by certified mail, written email with confirmation of receipt or delivered in person to the Director or the Director's designee. Any notices, reports or other communications from the COUNTY to the CONSULTANT shall be considered delivered when posted by certified mail to the CONSULTANT at the last address left on file with the COUNTY or delivered in person to the CONSULTANT or the CONSULTANT'S authorized representative.

19. AUDIT RIGHTS: The COUNTY reserves the right to audit the records of the CONSULTANT related to this AGREEMENT at any reasonable time and during normal business hours during the performance of the Work included herein and for a period of five (5) years after final payment under this AGREEMENT. The CONSULTANT agrees to provide any records necessary to substantiate payment requests to the COUNTY, including audited financial statements. In the event an audit undertaken pursuant to this Section reveals improper, inadvertent, or mistaken payments to the CONSULTANT, the CONSULTANT shall remit such payments to the COUNTY. The COUNTY shall retain all legal and equitable rights with respect to recovery of payments.

20. SUBCONSULTANTS:

The CONSULTANT shall utilize the following firms as Subconsultants:

Firm:

FEIN Number:

- CONSULTANT WILL NOT UTILIZE ANY SUBCONSULTANTS -

The CONSULTANT shall not subconsult, assign or transfer to others Work performed under this AGREEMENT without thirty (30) days written notice to the Director or the Director's designee. The request must be approved by the Director or the Director's designee and after the Internal Services Department, Division of Small Business Development, approves the additional Small Business Enterprise Subconsultant(s). In addition, the CONSULTANT shall not allow the Subconsultant to utilize, assign or transfer Work to others for Work performed under this AGREEMENT without the written consent of the Director or the Director's designee. When applicable and upon receipt of such consent in writing by the Director or the Director's designee, the CONSULTANT shall cause the names of the firms responsible for the major portions of each separate specialty of the Work to be inserted in the pertinent documents or data. Nothing contained in this AGREEMENT shall create any contractual relationship between the COUNTY and the Subconsultants.

- A. In addition, and as applicable, the CONSULTANT agrees to comply with Miami-Dade County Ordinance No. 01-103 and Implementing Order 3-32 regarding the Small Business Enterprise (SBE) Architectural and consulting program. The COUNTY has determined that no measure is recommended for this contract.
- B. SUBCONSULTANTS – RACE, GENDER AND ETHNIC MAKEUP OF OWNERS AND EMPLOYEES: Pursuant to Sections 2-8.1, 2-8.8 and 10-34 of the County Code (as amended by Ordinance No. 11-90), for all contracts which involve the expenditure of one hundred thousand dollars (\$100,000.00) or more, the entity contracting with the COUNTY must report to the COUNTY the race, gender and ethnic origin of the owners and employees of its firsttier subconsultants using the Subconsultant/Supplier Listing form, attached hereto as Attachment "F". In the event that the successful bidder demonstrates to the COUNTY prior to award that the race, gender and ethnic information is not reasonably available at that time, the successful bidder shall be obligated by contract to exercise diligent efforts to obtain that information and to provide the same to the COUNTY not later than ten (10) days after it becomes available and, in any event, prior to final payment under the AGREEMENT.

21. PROMPT PAYMENT TO SMALL BUSINESS SUBCONSULTANTS: The CONSULTANT agrees to comply with Section 2-8.1.4 of the Code of Miami-Dade County, requiring the CONSULTANT to issue prompt payment to all small business contractors and to have dispute resolution procedures in place in the event of disputed payments to small businesses. Failure of the CONSULTANT to issue prompt payment to small businesses, or to adhere to its dispute resolution procedures, may be cause for suspension, termination, and debarment. The CONSULTANT agrees to provide the COUNTY with a copy of its dispute resolution process.

22. SOLICITATION: The CONSULTANT warrants, certifies and agrees that no companies or persons, other than bona fide employees working solely for the CONSULTANT or the CONSULTANT'S 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 and agrees 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 Subconsultants, to accomplish the Work contemplated under the terms of this AGREEMENT. The COUNTY shall not pay the CONSULTANT for any Work performed by COUNTY employees. For breach of violation of this warranty, the COUNTY has the right to annul this AGREEMENT without liability to the CONSULTANT for any reason whatsoever.

23. WARRANTY: The CONSULTANT warrants that the services furnished by the CONSULTANT under this AGREEMENT shall conform to the quality expected of and usually provided by the profession in the State of Florida.

24. TERMINATION OF AGREEMENT: It is expressly understood and agreed that the Director may terminate this AGREEMENT, in total or in part, without cause or penalty, by thirty (30) days prior written notification or by declining to issue the written task authorization to proceed, as provided herein, in which event the COUNTY'S sole obligation to the CONSULTANT shall be payment, in accordance with Section 11.D, "MAXIMUM COMPENSATION", for those units or sections of Work previously authorized. Such payment shall be determined on the basis of the hours or percentage of Work performed by the CONSULTANT up to the time of termination. In the event partial payment has been made for professional services not performed, the CONSULTANT shall return such sums to the COUNTY within ten (10) days after receipt of written notice that said sums are due. Upon such termination, the COUNTY may, without penalty or other obligation to the CONSULTANT, elect to employ other persons to perform the same or similar services.

25. DURATION OF AGREEMENT: This AGREEMENT shall remain in full force and effect for a period of one (1) year from the date of execution of this AGREEMENT, with a one (1) year option to renew with no increase in the contract amount. Actual completion of the Services authorized prior to the expiration date may extend beyond such term and shall be subject to the same terms and conditions set forth in this AGREEMENT, including but not limited to, indemnification and insurance. The CONSULTANT shall contact the County's Representative, in writing, forty five (45) days prior to the end of the one (1) year term to request and obtain approval to exercise the one (1) year option to renew. This AGREEMENT may be terminated by mutual consent of the parties hereto, or as otherwise provided herein. The performance of specifically and properly authorized Services that may extend beyond this AGREEMENT'S term shall be compensated in accordance with Section 11 herein.

26. DEFAULT: If the CONSULTANT fails to comply with the provisions of this AGREEMENT, the Director may declare the CONSULTANT in default by ten (10) days prior written notification. In the event partial payment has been made for incomplete professional services, the CONSULTANT shall return such sums to the COUNTY within ten (10) days after receipt of written notice that said sums are due. At the Director's discretion, the CONSULTANT shall not be compensated for

professional services that have been performed but not completed by the time the Director declares a default. In the event the COUNTY prevails in litigation to enforce or defend the provisions of this or any other Section of this AGREEMENT, the COUNTY shall be compensated by the CONSULTANT for reasonable attorney's fees and court costs.

27. CONSEQUENCE FOR NONPERFORMANCE: Should the CONSULTANT fail to perform its services within the time agreed to by the COUNTY and the CONSULTANT, and such failure causes a delay in the progress of the Work, the CONSULTANT shall be liable for any damages to the COUNTY resulting from such delay.

28. INDEMNIFICATION AND HOLD HARMLESS: Pursuant to Section 725.08, Florida Statutes, and notwithstanding the provisions of Section 725.06, Florida Statutes, the CONSULTANT shall indemnify and hold harmless the COUNTY and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable- attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONSULTANT and other persons employed or utilized by the CONSULTANT in the performance of this AGREEMENT. To the extent this indemnification clause or any other indemnification clause in this AGREEMENT does not comply with Chapter 725, Florida Statutes, as may be amended, this provision and all aspects of the Contract shall hereby be interpreted as the parties' intention for the indemnification clauses and Contract to comply with Chapter 725, Florida Statutes, as may be amended. The CONSULTANT shall pay all claims and losses in connection therewith and shall pay all costs, judgments and attorney's fees for such claims which are finally determined to have been caused by the CONSULTANT'S negligence, recklessness or intentionally wrongful conduct of the CONSULTANT or its employees or agents. 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 and hold harmless and defend the COUNTY or its officers, employees, agents and instrumentalities as herein provided. The CONSULTANT agrees and recognizes that the COUNTY shall not be held liable or responsible for any claims, which may result from any negligent, reckless, or intentionally wrongful actions, errors or omissions of (in accordance with Florida Statutes Section 725.08) the CONSULTANT in which the COUNTY 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 COUNTY in no way assumes or shares any responsibility or liability of the CONSULTANT or Subconsultants under this AGREEMENT."

29. INSURANCE: The CONSULTANT shall furnish to Certificate(s) of insurance to RER 701 NW 1st CT, Suite 700 (Attention Mr. Bernardo M. Bieler) Miami, Florida 33136 which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

A. Worker's Compensation Insurance for all employees of the CONSULTANT as

required by Florida Statute 440.

- B. Commercial General Liability Insurance on a comprehensive basis, in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage. **Miami-Dade County must be shown as an additional insured with respect to this coverage.**
- C. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage.
- D. Professional Liability Insurance in an amount not less than \$1,000,000.

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

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

or

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

CERTIFICATE HOLDER MUST READ:

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

30. COMPLIANCE WITH LOCAL, STATE AND FEDERAL LAWS:

A. The CONSULTANT shall, during the term of this AGREEMENT, be governed by Federal, State of Florida and Miami-Dade County Laws, Regulatory Orders, County Codes and Resolutions, and RER operating procedures, all as may be amended from time to time, that may have a bearing on the services involved in this Project. RER will assist the CONSULTANT in obtaining copies of the laws, orders, codes, resolutions, or procedures not readily available on the internet, including, but not limited to, the following:

- 1) Ordinance No. 72-82 (Conflict of Interest), as amended;
- 2) Ordinance No. 77-13 (Financial Disclosures), as amended, which are incorporated herein by reference, as if fully set forth herein in connection with the CONSULTANT'S obligations hereunder. The CONSULTANT shall comply with the financial disclosure requirements of Ordinance No. 77-13 by filing within thirty (30) days of the execution of this AGREEMENT one of the following with the Miami-Dade County Elections Department, P.O. Box

521550, Miami, Florida 33152:

- (a) A source of income statement;
 - (b) A current certified financial statement; or
 - (c) A copy of the CONSULTANT'S Current Federal Income Tax Returns.
- 3) Office of the Inspector General, pursuant to Section 2-1076 of the County Code (if applicable);
 - 4) Environmentally Acceptable Packaging Resolution No. R-738-92;
 - 5) Small Business Enterprises. The COUNTY endeavors to obtain the participation of all small business enterprises pursuant to Sections 2-8.2, 2-8.2.3 and 2-8.2.4 of the County Code and Title 49 of the Code of Federal Regulations;
 - 6) Antitrust Laws. By acceptance of any contract, the vendor agrees to comply with all antitrust laws of the United States and the State of Florida;
 - 7) Resolution No. 1634-93, Quarterly Reports (Miami-Dade County Work);
 - 8) Architectural and Engineering Selection Process, Administrative Order 3-39;
 - 9) Engage of Critical Personnel in Contracts for Architectural and Engineering, Resolution No. 744-00;
 - 10) Criminal Record, Ordinance No. 94-34;
 - 11) Resolution No. 113-94, Quarterly Reports (Private Sector Work); Independent Private Sector Inspector General (IPSIG); Resolution No. 516-96 and Administrative Order No. 3-20; and
 - 12) Resolution R-63-14 – Contractor Due Diligence Affidavit, Attachment "G".

B. Furthermore, the CONSULTANT shall execute the attached Affirmation of Vendor Affidavits:

- 1) Miami-Dade County Ownership Disclosure Affidavit, Section 2-8.1 of the County Code;
- 2) Miami-Dade County Employment Disclosure Affidavit, County Ordinance No. 90-133, amending Section 2-8.1(d)(2) of the County Code;
- 3) Miami-Dade County Employment Drug-Free Work Certification, Section 2-8.1(b) of the County Code;
- 4) Miami-Dade County Disability Nondiscrimination Affidavit, Article 11, Section 2-8.1.5 of the County Code, and Resolution R-182-00 amending R-385-95;
- 5) Miami-Dade County Debarment Disclosure Affidavit, Section 10-38 of the County Code;
- 6) Miami-Dade County Vendor Obligation to County Affidavit, Section 2-8.1 of the County Code;
- 7) Miami-Dade County Code of Business Ethics Article 1, Section 2-8.1(i), and Section 2-11(b)(1)-(6) and (9) of the County Code, and County Ordinance No. 00-1, amending Section 2-11.1(c) of the County Code;
- 8) Miami-Dade County Family Leave, Article V of Chapter 11 of the County Code;
- 9) Miami-Dade County Living Wage, Section 2-8.9 of the County Code;
- 10) Miami-Dade County Domestic Leave and Reporting Affidavit, Article VIII, Section 11A-60 - 11A-67 of the County Code;
- 11) Required Listing of Subcontractor and Suppliers Contracts Certification,

Section 10-34 of the County Code, Attachment "I";

- 12) False Claims, Ordinance No. 99-152;
- 13) Fair Subcontracting Policies Certification, Section 2-8.8 of the County Code, Attachment "J"; and
- 14) Collusion Affidavit, Section 2-8.1.1 and 10-33.1 of the County Code, Attachment "K".

31. PUBLIC ENTITY CRIMES: To be eligible for award of a contract, firms wishing to do business with the COUNTY must comply with the following: Pursuant to Section 287.133(2)(a), Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.
32. PROPRIETARY INFORMATION: Notwithstanding any other provisions of this AGREEMENT or any provisions in a particular task authorization to proceed, all of the CONSULTANT'S proprietary computer programs or software, developed by the CONSULTANT outside of this AGREEMENT, shall remain the exclusive property of the CONSULTANT and shall not be disclosed to third parties, unless otherwise required by law. The CONSULTANT shall provide the necessary licensing agreements to enable the COUNTY to use proprietary property, including but not limited to, computer programs or software.
33. AFFIRMATIVE ACTION PLAN: In accordance with Ordinance No. 82-37, the CONSULTANT must have an Affirmative Action Plan filed and approved by the COUNTY'S Internal Services Department. The Plan is hereby incorporated as a contractual obligation of the CONSULTANT to the COUNTY.
34. EQUAL OPPORTUNITY: The CONSULTANT shall not discriminate against any employee or applicant for employment because of race, religion, color, ancestry, sex, familial status, national origin, pregnancy, age, sexual orientation, marital status, disability, gender identity or gender express, or status as victim of domestic violence, dating violence or stalking. The CONSULTANT shall take affirmative actions to insure that applicants are employed and that employees are treated during their employment without regard to their race, religion, color, ancestry, sex, familial status, national origin, pregnancy, age, sexual orientation, marital status, disability, gender identity or gender express, or status as victim of domestic violence, dating violence or stalking. Such actions shall include, but shall not be limited to the following: employment; upgrading, transfer or demotion; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection for training, including apprenticeship. The CONSULTANT agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth

the provisions of this Equal Opportunity Clause.

The CONSULTANT shall comply with all applicable provisions of the Civil Rights Acts of 1964; Executive Order 11246 of September 24, 1965 as amended by Executive Order 11375; Executive Order 11625 of October 13, 1971; the Age Discrimination in Employment Act, effective June 12, 1968; the rules and regulations, and relevant orders of the Secretary of Labor; Sections 112.041, 112.042 and 112.0113, Florida Statutes; and Miami-Dade County Ordinance No. 75-46, effective June 28, 1975.

During the performance of this AGREEMENT, the CONSULTANT agrees to state in all solicitations or advertisements for employees placed by or on behalf of the CONSULTANT that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, age, sexual orientation, marital status, physical handicap or national origin. If requested to do so, the CONSULTANT shall furnish all information and reports required by Executive Order 11246, as amended by Executive Order 11375 and by rules, regulations and orders of the Secretary of Labor, and will permit access to its books, records and accounts by the COUNTY and compliance review agencies for purposes of investigation to ascertain compliance with such rules and regulations and orders. The CONSULTANT further agrees that he will comply with the requirements of the Americans with Disabilities Act.

35. OFFICE OF THE COUNTY INSPECTOR GENERAL: According to Section 2-1076 of the Code of Miami-Dade County, the COUNTY has established the Office of the Inspector General (IG) which may, on a random basis, perform audits, inspections, and reviews of all COUNTY contracts. This random audit is separate and distinct from any other audit by the COUNTY. To pay for the functions of the IG, any and all payments to be made to the CONSULTANT under this AGREEMENT will be assessed one-quarter of one percent (0.25%) of the total amount of the payment, to be deducted from each progress payment as the same becomes due unless, as stated in the Special Conditions, this AGREEMENT is federally or state funded where federal or state law or regulations preclude such a charge. The CONSULTANT shall in stating its agreed prices be mindful of this assessment, which will not be separately identified, calculated or adjusted in the proposal or bid form. The audit cost shall also be included in all change orders/amendments and all AGREEMENT renewals and extensions.

The Miami-Dade Office of Inspector General is authorized to investigate COUNTY affairs and empowered to review past, present and proposed COUNTY and Public Health Trust programs, accounts, records, agreements and transactions. In addition, IG has the power to subpoena witnesses, administer oaths, require the production of witnesses and monitor existing projects and programs. Monitoring of an existing project or program may include a report concerning whether the project is on time, within budget and in conformance with plans, specifications and applicable law. The IG shall have the power to audit, investigate, monitor, oversee, inspect and review operations, activities, performance and procurement process including but not limited to project design, bid specifications, proposal submittals, activities of the

CONSULTANT, its officers, agents and employees, lobbyists, COUNTY and Public Health Trust staff and elected officials to ensure compliance with AGREEMENT specifications and to detect fraud and corruption.

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

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 AGREEMENT, for examination, audit, or reproduction, until three (3) years after final payment under this AGREEMENT or for any longer period required by statute or by other clauses of this AGREEMENT. In addition:

- A. If this AGREEMENT is completely or partially terminated, the CONSULTANT shall make available records relating to the Work terminated until three (3) years after any resulting final termination settlement; and
- B. The CONSULTANT shall make available records relating to appeals or to litigation or the settlement of claims arising under or relating to this AGREEMENT until such appeals, litigation, or claims are finally resolved.

The provisions in this Section shall apply to the CONSULTANT, its officers, agents, employees, subconsultants and suppliers. The CONSULTANT shall incorporate the provisions in this Section in all subcontracts and all other agreements executed by the CONSULTANT in connection with the performance of this AGREEMENT.

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

Exception: The above application of one-quarter of one percent (0.25%) fee assessment shall not apply to the following contracts: (a) IPSIG contracts; (b) contracts for legal services; (c) contracts for financial advisory services; (d) auditing contracts; (e) facility rentals and lease agreements; (f) concessions and other rental agreements; (g) insurance contracts; (h) revenue-generating contracts; (i) contracts where an IPSIG is assigned at the time the contract is approved by the Board of County Commissioners (BCC); (j) professional service agreements under one

thousand dollars (\$1,000); (k) management agreements; (l) small purchase orders as defined in Miami-Dade County Administrative Order 3-2; (m) federal, state and local government-funded grants; and (n) interlocal agreements. Notwithstanding the foregoing, the BCC may authorize the inclusion of the fee assessment of one-quarter of one percent (0.25%) in any exempted contract at the time of award.

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

36. INDEPENDENT PRIVATE SECTOR INSPECTOR GENERAL: The CONSULTANT is hereby directed to the requirements of Administrative Order 3- 20 and Resolution No. R-516-96. The COUNTY shall have the right but not the obligation to retain the services of an independent private-sector inspector general (IPSIG) who may be engaged to audit, investigate, monitor, oversee, inspect and review the operations, activities and performance of the CONSULTANT and COUNTY in connection with this AGREEMENT. The scope of services performed by an IPSIG may include, but is not limited to: monitoring and investigating compliance with Contract Specifications, project cost, and investigating and preventing corruption and fraud.

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

Upon ten (10) days written notice to the CONSULTANT from an IPSIG, the CONSULTANT shall make all requested records and documents available to the IPSIG for inspection and copying. The IPSIG shall have the right to examine all documents and records in the CONSULTANT'S possession, custody or control which in the IPSIG's sole judgment pertain to performance of the AGREEMENT, 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 documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records, and supporting documentation for the aforesaid documents and records.

37. PUBLIC RECORDS AND CONTRACTS FOR SERVICES PERFORMED ON BEHALF OF A PUBLIC AGENCY: The CONSULTANT shall comply with the Public Records Laws of the State of Florida, including but not limited to: (1) keeping and maintaining all public records that ordinarily and necessarily would be required by the COUNTY in order to perform the service; (2) providing the public with access to public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law; (3) ensuring that public records that are exempt or confidential and exempt from public records disclosure requirements are not

disclosed except as authorized by law; and (4) meeting all requirements for retaining public records and transferring, at no cost, to the County all public records in possession of the CONSULTANT upon termination of the contract and destroying any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements upon such transfer. In addition, all records stored electronically must be provided to the County in a format that is compatible with the information technology systems of the County. Failure to meet any of these provisions or to comply with Florida's Public Records Laws as applicable shall be a material breach of the Agreement and shall be enforced in accordance with the terms of the Agreement.

If the CONSULTANT has questions regarding the application of Chapter 119, Florida Statutes, to the CONSULTANT's duty to provide public records relating to this AGREEMENT, contact the Custodian of public records at (305) 375-5773; lsd-vss@miamidade.gov; 111 N.W. 1 Street, Suite 1300, Miami, Florida 33128.

38. PERFORMANCE EVALUATIONS: In accordance with Administrative Order 3-39 entitled "Standard process for construction of capital improvements, acquisition of professional services, construction contracting, change order and reporting", the CONSULTANT is advised that performance evaluations of the services rendered under this AGREEMENT shall be performed by RER and shall be utilized by the COUNTY as evaluation criteria for future solicitations.
39. ETHICS COMMISSION: Pursuant to Section 2-11.1(y) of the Code of Miami-Dade County, the Commission on Ethics and Public Trust has jurisdiction over contractors, CONSULTANTS, and vendors. The CONSULTANT acknowledges that pursuant to Section I of the Lobbyist Rules adopted by the Ethics Commission, the County Mayor or the Board of County Commissioners may void any agreement where a lobbying violation has occurred.
40. ASSIGNMENT OF AGREEMENT: This AGREEMENT shall not be transferred, assigned or otherwise conveyed to any other party without the express written consent of the Director.
41. ENTIRETY OF AGREEMENT: This writing embodies the entire AGREEMENT and understanding between the parties hereto, and there are no other agreements and understandings, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby.
42. HEADINGS: The table of contents and any headings preceding the text of the Sections and subsections of this AGREEMENT shall be solely for convenience of reference and shall not affect its meaning, construction or effect.
43. BINDING EFFECT: This AGREEMENT shall inure to the benefit of and shall be binding upon the CONSULTANT and the COUNTY and their respective successors, assigns and legal representatives.

44. NO THIRD-PARTY RIGHTS: This AGREEMENT is exclusively for the benefit of the

COUNTY and CONSULTANT and shall not provide any third parties with any remedy, claim, liability, reimbursement, cause of action or other rights.

45. NON-EXCLUSIVITY: Notwithstanding any provision of this AGREEMENT, this AGREEMENT is nonexclusive, and the COUNTY is not precluded from retaining or utilizing any other CONSULTANT to perform like services for RER. The CONSULTANT shall have no claim against the COUNTY as a result of the COUNTY electing to retain or utilize such other CONSULTANT to perform any such like services.
46. MODIFICATION: No alteration, change, or modification of the terms of this AGREEMENT shall be valid unless made in writing, signed by all parties hereto, and approved by the COUNTY.
47. GOVERNING LAW: This AGREEMENT, regardless of where executed, shall be governed by and construed according to the laws of the State of Florida, and venue shall be in Miami-Dade County, Florida.
48. SECURITY RESTRICTIONS: Access to certain COUNTY property is restricted. The CONSULTANT is subject to Article IX, Chapter 32 of the Miami-Dade County Code (Ordinance No. 02-68). In the event the CONSULTANT needs access to such COUNTY property, the CONSULTANT agrees to comply with the security ordinance and any other requirements by the COUNTY relating to security which may include background checks, the use of photo identification badges and limited access to COUNTY property. The photo identification badges and associated costs are not reimbursed. Prior to commencing Work at any COUNTY property, the CONSULTANT shall meet with a Plant Superintendent or other designated personnel to submit required information and discuss security relating to the Project. Subconsultants are also required to comply with the restrictions, and it shall be the responsibility of the CONSULTANT to ensure that the Subconsultants comply with security ordinances and all restrictions.

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

information shall maintain the exempt status of the information.

49. SANCTIONS FOR CONTRACTUAL VIOLATIONS: Notwithstanding any other penalties for the CONSULTANT and/or Subconsultants that may be found to have discriminated in violation of Article VII of Chapter 11A of the Code, the COUNTY may terminate this AGREEMENT or require the termination or cancellation of the Subconsultants' agreements. In addition, a violation by the CONSULTANT and/or Subconsultants, or failure to comply with the Administrative Order 3-39, may result in the imposition of one or more of the sanctions listed therein. The COUNTY additionally retains all rights sanctioned it by Ordinance or Statute and may avail itself of any remedy of law or equity in the event of a breach of this AGREEMENT.
50. SEVERABILITY: If any clause, provision, subsection or Section of this AGREEMENT is ruled invalid by any court of competent jurisdiction, the remaining provisions hereof and this AGREEMENT shall be construed and enforced as if such invalid portion did not exist.
51. DRAFTING RESPONSIBILITY: Neither Party shall be held to a higher standard than the other Party in the interpretation or enforcement of this AGREEMENT, as a whole, or any portion hereof, based on drafting responsibility.
52. SCRUTINIZED COMPANIES WITH ACTIVITIES IN SUDAN LIST OR THE SCRUTINIZED COMPANIES WITH ACTIVITIES IN THE IRAN PETROLEUM ENERGY SECTOR LIST: By executing this AGREEMENT through a duly authorized representative, the CONSULTANT certifies that the CONSULTANT is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, as those terms are used and defined in Sections 287.135 and 215.473, Florida Statutes. The COUNTY shall have the right to terminate this AGREEMENT for default if the CONSULTANT is found to have submitted a false certification or to have been, or is subsequently during the term of the AGREEMENT, placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.
53. ERRORS AND OMISSIONS: The COUNTY shall maintain a record of all construction changes that shall be categorized according to the various types, causes, etc. that the COUNTY may determine are useful or necessary for its purposes. Among those categories are construction changes caused by design errors or omissions in the bid documents that are prepared by the CONSULTANT. For the purposes of this AGREEMENT provision, errors and omissions shall be dealt with differently, as follows:
- A. Errors: It is specifically agreed that any construction changes identified by the COUNTY as an error in the bid documents that were prepared by the CONSULTANT may constitute an additional cost to the COUNTY that would not have been incurred without error. The CONSULTANT agrees to be responsible

for direct damages to the COUNTY to the extent such damages were caused by the CONSULTANT'S breach of the standards of care provided in Section 5A of this AGREEMENT or breach of any other duty specifically set forth in this AGREEMENT.

- B. Omissions: It is further specifically agreed for purposes of this AGREEMENT that any construction changes identified by the COUNTY as an omission in the bid documents that were prepared by the CONSULTANT may constitute an additional cost to the COUNTY that would not have been incurred without the omission. The CONSULTANT agrees to be responsible for direct damages to the COUNTY to the extent such damages were caused by the CONSULTANT'S breach of the standards of care provided in Section 5A of this AGREEMENT or breach of any other duty specifically set forth in this AGREEMENT.

The CONSULTANT shall participate in all negotiations with the contractor related to this Section. Such CONSULTANT participation shall be at no additional cost to the COUNTY. Failure by the CONSULTANT to participate in the negotiations with the contractor shall constitute a waiver of CONSULTANT'S rights to contest the appropriateness or amount of any settlement or change orders.

To obtain recovery for errors and/or omissions covered in Paragraphs A and B above, the COUNTY shall deduct from funds due the CONSULTANT in this or any other contract the CONSULTANT may or will have with the COUNTY up to the amount of the CONSULTANT'S insurance deductible. Should the damages incurred by the CONSULTANT exceed the CONSULTANT'S insurance deductible, the COUNTY shall look to the CONSULTANT and the CONSULTANT'S insurer for the remaining amount of additional damages incurred by the COUNTY. In executing this AGREEMENT, the CONSULTANT specifically agrees to the reasonableness of these damage calculations and to the COUNTY'S rights to recover same as stated above provided, however, the Parties agree that in no event shall the CONSULTANT be responsible for the cost of construction changes to the extent that such changes are determined to be a betterment to the COUNTY. The recovery of additional costs to the COUNTY under this Section shall not preclude or limit in any way the CONSULTANT'S indemnification obligations to the COUNTY pursuant to Section 28 of this AGREEMENT, or preclude or limit in any way recovery for other separate and/or additional damages that the COUNTY may otherwise incur.

54. MIAMI-DADE REGULATORY AND ECONOMIC RESOURCES DEPARTMENT CONSENT DECREE AND CAPITAL IMPROVEMENT PROGRAMS ACCELERATION ORDINANCE: Notwithstanding any other provision of this Contract, the County Mayor or the County Mayor's designee may exercise the provisions of Sections 2-8.2.12 (4)(d) and (e) of the Code of Miami-Dade County. Pursuant to Section 2-8.2.12 (5), the County Mayor or the County Mayor's designee's award and execution of this AGREEMENT is subject to ratification by the Board of County Commissioners. If the County Mayor or the County Mayor's designee's action is not ratified, and such legislative action becomes final, this AGREEMENT shall be deemed terminated without further notice. In such event, the CONSULTANT shall not be entitled to recovery of any lost profits or other

consequential or indirect damages. However, the CONSULTANT is eligible for payment for any work done prior to failure of the ratification in accordance with Section 24 of this AGREEMENT.

55. ASPIRATIONAL POLICY REGARDING DIVERSITY: Pursuant to Resolution No. R-1106-15 Miami-Dade County vendors are encouraged to utilize a diverse workforce that is reflective of the racial, gender and ethnic diversity of Miami-Dade County and employ locally-based small firms and employees from the communities where work is being performed in their performance of work for the County. This policy shall not be a condition of contracting with the County, nor will it be a factor in the evaluation of solicitations unless permitted by law.

- Attachment A – NOT USED
- Attachment B – List of employees by the consultant including classification and Labor Rate.
- Attachment C – Conflict of interest affidavit.
- Attachment D – Truth-In-Negotiation certificate.
- Attachment E – NOT USED
- Attachment F – NOT USED.
- Attachment G – NOT USED.
- Attachment H – NOT USED.
- Attachment I – NOT USED.
- Attachment J – NOT USED.
- Attachment K – Collusion affidavit, Section 2-8.1.1 and 10-33.1 of the County Code

IN WITNESS WHEREOF the Parties hereto have executed this AGREEMENT by their duly authorized officers on the date first written above.

ATTEST:

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

By: _____

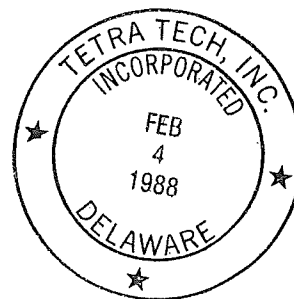
Harvey Ruvin
Clerk of the Board

By: _____

Carlos A. Gimenez
County Mayor

ATTEST:

(Corporate Seal)



By: [Signature]
Signature

By: [Signature]
Signature

Preston Hopson, Secretary
Name

Leslie L. Shoemaker, President Print
Print Name

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2020, by _____, as President, and _____, as Secretary, of _____, a _____, on behalf of the corporation. He/She/They is/are personally known to me or has/hasn't/have/haven't produced identification and did/did not take an oath.

Notary Public

Serial Number

See attached Certificate

Print Name

Approved for Legal Sufficiency:

Assistant County Attorney

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

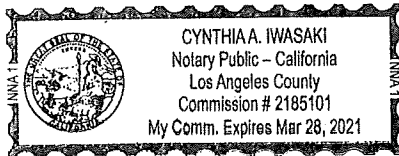
State of California

County of Los Angeles }

On March 3, 2020 before me, Cynthia A. Iwasaki, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Preston Hopson and Leslie L. Shoemaker
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature *Cynthia A. Iwasaki*
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian of Conservator

☐ Other: _____

Signer is Representing: _____

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian of Conservator

☐ Other: _____

Signer is Representing: _____

ATTACHMENT B
LABOR RATES/TABLE OF ORGANIZATION

POSITION	NAME	LOADED RATE	RAW RATE
Senior Project Manager		\$202.00	\$69.90
Senior Project Manager/Registered Technical Staff		\$202.00	\$69.90
Technical Expert/Specialist		\$225.00	\$77.86
Project Manager/Registered Technical Staff		\$160.00	\$55.37
Non-Registered Technical Staff		\$110.00	\$38.07
Program Controls Administrative Staff		\$80.00	\$27.69
Clerical / Administrative Support		\$80.00	\$27.69

Miami Dade County

TRUTH-IN-NEGOTIATION CERTIFICATE
(Administrative Order 3-39)

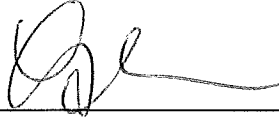
Contract Number: E17-RER-01
Contract Title: Engineering services for the preparation of technically defensible local limits (i.e., sewer discharge limitations) in section 24-42.4 of the code of Miami-Dade County
Successful Proposer: Tetra Tech, Inc

Pursuant to Section 287.055(5)(a), Florida Statutes, for any Professional Service Agreement ("Agreement") negotiated by MDX and the Successful Proposer for an amount exceeding \$195,000, the Successful Proposer shall execute this Truth-In-Negotiation Certificate (the "Certificate") and include it with the submittal of the Audit Package.

Successful proposer hereby certifies, covenants, and warrants that wage rates and other factual unit costs supporting the negotiated compensation for this Agreement are accurate, complete, and current at the time of contracting.

Successful proposer further agrees that said compensation shall be adjusted to exclude any significant costs where the COUNTY shall determine that the price of services was increased due to inaccurate, incomplete or unclear wage rates or other factual unit costs. All such compensation adjustments shall be made within one (1) year from the date of final billing or acceptance of the Work by the COUNTY, whichever is later. The COUNTY reserves the right to request a certified copy of the CONSULTANT'S payroll at any time during the term of this AGREEMENT

This Certificate shall be executed by an authorized officer of the Successful Proposer.

By: 

Authorized Signature

1/30/2020

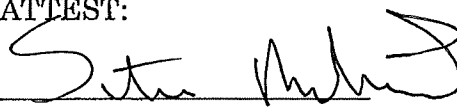
Date

Leslie L. Shoemaker

Print Name

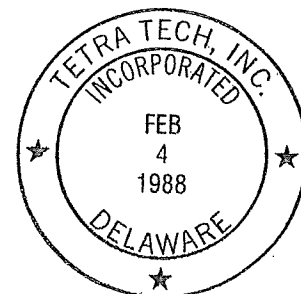
1/30/2020

Date

ATTEST:


Asst. Secretary Name Steven M. Burdick

Corporate Seal



COLLUSION AFFIDAVIT

(Code of Miami-Dade County Section 2-8.1.1 and 10-33.1) (Ordinance No. 08-113)

BEFORE ME, A NOTARY PUBLIC, personally appeared Kenneth Caban who being duly sworn states: (insert name of affiant)

I am over 18 years of age, have personal knowledge of the facts stated in this affidavit and I am an owner, officer, director, principal shareholder and/or I am otherwise authorized to bind the Proposer of this contract.

I state that the Proposer of this contract:

☒ is not related to any of the other parties proposing in the competitive solicitation, and that the Proposer's proposal is genuine and not sham or collusive or made in the interest or on behalf of any person not therein named, and that the Proposer has not, directly or indirectly, induced or solicited any other proposer to put in a sham proposal, or any other person, firm, or corporation to refrain from proposing, and that the Proposer has not in any manner sought by collusion to secure to the Proposer an advantage over any other proposer.

OR

☐ is related to the following parties who proposed in the solicitation which are identified and listed below:

Note: Any person or entity that fails to submit this executed affidavit shall be ineligible for contract award. In the event a recommended Proposer identifies related parties in the competitive solicitation its proposal shall be presumed to be collusive and the recommended Proposer shall be ineligible for award unless that presumption is rebutted by presentation of evidence as to the extent of ownership, control and management of such related parties in the preparation and submittal of such proposals. Related parties shall mean bidders or proposers or the principals, corporate officers, and managers thereof which have a direct or indirect ownership interest in another bidder or proposer for the same agreement or in which a parent company or the principals thereof of one (1) bidder or proposer have a direct or indirect ownership interest in another bidder or proposer for the same agreement. Bids or proposals found to be collusive shall be rejected.

By: Kenneth Caban
Signature of Affiant

Kenneth Caban, Vice President
Printed Name of Affiant and Title

2/4 2020
Date
9/5-4/1/4/8/5/1/4/
Federal Employer Identification Number

Tetra Tech, Inc.

Printed Name of Firm

6303 Blue Lagoon Dr., Suite 305, Miami, FL 33126

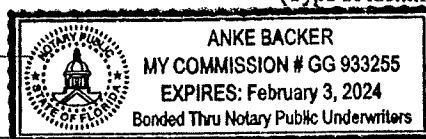
Address of Firm

SUBSCRIBED AND SWORN TO (or affirmed) before me this 4th day of February, 2020

He/She is personally known to me or has presented _____ as identification
(Type of identification)

Anke Backer
Signature of Notary

Print or Stamp Name of Notary



GG 933255
Serial Number

2-3-2024
Expiration Date

Notary Public - State of Florida

Notary Seal



Miami-Dade County

VENDOR AFFIDAVITS FORM

(Uniform County Affidavits)

**Internal Services Department (ISD)
Procurement Management Services Division
Vendor Services Section**111 NW 1st Street, Suite 1300, Miami, Florida 33128-1974

Telephone: 305-375-5773

www.miamidade.gov/procurement

The completion of the Vendor Affidavits Form allows vendors to comply with affidavit requirements outlined in Section 2-8.1 of the Code of Miami-Dade County. Vendors are required to have a complete Vendor Registration Package on file, including required affidavits, prior to the award of any County contract. It is the vendor's responsibility to keep all affidavit information up to date and accurate by submitting any updates to the ISD, Procurement Management Services Division, Vendor Services Section.

FEDERAL EMPLOYER**IDENTIFICATION NUMBER (FEIN)**

In order to establish a file for your firm, you must enter your firm's FEIN. This number becomes your "County Vendor Number". Please enter your Federal Employee Identification Number (FEIN) or if none, then enter the owner's Social Security Number (SSN).

☒ FEIN 95-4148514**NORTH AMERICAN INDUSTRY
CLASSIFICATION SYSTEM (NAICS)**

The North American Industry Classification System (NAICS) is the standard used by the federal statistical agencies in classifying business establishments for the purpose of collecting, analyzing and publishing statistical data related to the U.S. business economy.

☒ NAICS Code 541330**SECTION 2: VENDOR AFFIDAVITS FORM (pages 5-8)****Tetra Tech, Inc.**

A) Name of Entity, Individual(s), Partners or Corporation

B) Doing Business As (If same as line A, leave blank)

6303 Blue Lagoon Dr, Suite 305

Miami

FL

U.S.

33126

Street Address (P.O. Box Number is not permitted)

City

State (U.S.A.)

Country

Zip Code

1. MIAMI-DADE COUNTY OWNERSHIP DISCLOSURE AFFIDAVIT

(Sec. 2-8.1 of the Miami-Dade County Code)

Firms registered to do business with Miami-Dade County, shall require the person contracting or transacting such business with the County to disclose under oath his or her full legal name, and business address. Such contract or transaction shall also require the disclosure under oath of the full legal name and business address of all individuals having any interest (legal, equitable, beneficial or otherwise) in the contract other than subcontractors, materialmen, suppliers, laborers or lenders. Post office box addresses shall not be accepted hereunder. If the contract or business transaction is with a corporation the foregoing information shall be provided for each officer and director and each stockholder holding, directly or indirectly, five (5) percent or more of the outstanding stock in the corporation. If the contract or business transaction is with a partnership, the foregoing information shall be provided for each partner. If the contract or business transaction is with a trust, the foregoing information shall be provided for the trustee and each beneficiary of the trust. The foregoing disclosure requirements shall not apply to contracts with publicly-traded corporations, or to contracts with the United States or any department or agency thereof, the State or any political subdivision or agency thereof, or any municipality of this State. Use duplicate page if needed for additional names.

If no officer, director or stockholder owns (5%) or more of stock, please write "None" below.

PRINCIPALS

Tetra Tech is a publicly traded corporation.

FULL LEGAL NAME		TITLE		ADDRESS	

OWNERS				CHECK BOXES BELOW									
FULL LEGAL NAME	TITLE	% OF OWNERSHIP	ADDRESS	GENDER		RACE / ETHNICITY							
				M	F	White	Black	Hispanic	Asian/Pacific Islander	American Indian/Alaskan Native	Other		

If a percentage of the firm is owned by a publicly traded corporation or by another corporation, indicate below in the space "Other Corporations".

OTHER CORPORATIONS	% OF OWNERSHIP

2. MIAMI-DADE COUNTY EMPLOYMENT DISCLOSURE AFFIDAVIT

(County Ordinance No. 90-133, amending Section 2.8-1(d)(2) of the Miami-Dade County Code)

The following information is for compliance with all items in the aforementioned Section:

1. Does your firm have a collective bargaining agreement with its employees? Yes _____ No X
2. Does your firm provide paid health care benefits for its employees? Yes X No _____
3. Provide a current breakdown (number of persons) in your firm's work force indicating race, national origin and gender.

		NUMBER OF EMPLOYEES	
		Males	Females
White		4148	1982
Black		394	362
Hispanic		509	260
Asian/Pacific Islander		340	237
Native American/Alaskan Native		26	17
Other		176	101
Total Number of Employees		5593	2959
		8552	
		Total Employees (United States Based)	

3. MIAMI-DADE COUNTY EMPLOYMENT DRUG-FREE WORKPLACE CERTIFICATION

(Section 2-8.1.2(b) of the Miami-Dade County Code)

All persons and entities that contract with Miami-Dade County are required to certify that they will maintain a drug-free workplace and such persons and entities are required to provide notice to employees and to impose sanctions for drug violations occurring in the workplace.

In compliance with Ordinance No. 92-15 of the Code of Miami-Dade County, the above named firm is providing a drug-free workplace. A written statement to each employee shall inform the employee about:

1. Danger of drug abuse in the workplace.
2. The firms' policy of maintaining a drug-free environment at all workplaces
3. Availability of drug counseling, rehabilitation and employee assistance programs
4. Penalties that may be imposed upon employees for drug abuse violations

The firm shall also require an employee to sign a statement, as a condition of employment that the employee will abide by the terms of the drug-free workplace policy and notify the employer of any criminal drug conviction occurring no later than five (5) days after receiving notice of such conviction and impose appropriate personnel action against the employee up to and including termination. Firms may also comply with the County's Drug Free Workplace Certification where a person or entity is required to have a drug-free workplace policy by another local, state or federal agency, or maintains such a policy of its own accord and such policy meets the intent of this ordinance.

4. MIAMI-DADE COUNTY DISABILITY AND NONDISCRIMINATION AFFIDAVIT

(Article 1, Section 2-8.1.5 Resolution R182-00 Amending R-385-95 of the Miami-Dade County Code)

Firms transacting business with Miami-Dade County shall provide an affidavit indicating compliance with all requirements of the Americans with Disabilities Act (A.D.A.).

I, state that this firm, is in compliance with and agrees to continue to comply with, and assure that any subcontractor, or third party contractor shall comply with all applicable requirements of the laws including, but not limited to, those provisions pertaining to employment, provision of programs and services, transportation, communications, access to facilities, renovations, and new construction.

The American with Disabilities Act of 1990 (A.D.A.), Pub. L. 101-336, 104 Stat 327, 42 U.S.C. Sections 225 and 611 including Titles I, II, III, IV and V.

The Rehabilitation Act of 1973, 29 U.S.C. Section 794

The Federal Transit Act, as amended, 49 U.S.C. Section 1612

The Fair Housing Act as amended, 42 U.S.C. Section 3601-3631

I, hereby affirm that I am in compliance with the below sections:

Section 2-10.4(4)(a) of the Code of Miami-Dade County (Ordinance No. 82-37), which requires that all properly licensed architectural, engineering, landscape architectural, and land surveyors have an affirmative action plan on file with Miami-Dade County.

Section 2-8.1.5 of the Code of Miami-Dade County, which requires that firms that have annual gross revenues in excess of five (5) million dollars have an affirmative action plan and procurement policy on file with Miami-Dade County. Firms that have a Board of Directors that are representative of the population make-up of the nation may be exempt.

5. MIAMI-DADE COUNTY DEBARMENT DISCLOSURE AFFIDAVIT

(Section 10.38 of the Miami-Dade County Code)

Firms wishing to do business with Miami-Dade County must certify that its contractors, subcontractors, officers, principals, stockholders, or affiliates are not debarred by the County before submitting a bid.

I, confirm that none of this firm's agents, officers, principals, stockholders, subcontractors or their affiliates are debarred by Miami-Dade County.

6. MIAMI-DADE COUNTY VENDOR OBLIGATION TO COUNTY AFFIDAVIT

(Section 2-8.1 of the Miami-Dade County Code)

Firms wishing to transact business with Miami-Dade County must certify that all delinquent and currently due fees, taxes and parking tickets have been paid and no individual or entity in arrears in any payment under a contract, promissory note or other document with the County shall be allowed to receive any new business.

I, confirm that all delinquent and currently due fees or taxes including, but not limited to, real and personal property taxes, convention and tourist development taxes, utility taxes, and Local Business Tax Receipt collected in the normal course by the Miami-Dade County Tax Collector and County issued parking tickets for vehicles registered in the name of the above firm, have been paid.

7. MIAMI-DADE COUNTY CODE OF BUSINESS ETHICS AFFIDAVIT

(Article 1, Section 2-8.1(i) and 2-11(b)(1) of the Miami-Dade County Code through (6) and (9) of the County Code and County Ordinance No 00-1 amending Section 2-11.1(c) of the County Code)

Firms wishing to transact business with Miami-Dade County must certify that it has adopted a Code that complies with the requirements of Section 2-8.1 of the County Code. The Code of Business Ethics shall apply to all business that the contractor does with the County and shall, at a minimum, require the contractor to comply with all applicable governmental rules and regulations.

I confirm that this firm has adopted a Code of business ethics which complies with the requirements of Sections 2-8.1 of the County Code, and that such code of business ethics shall apply to all business that this firm does with the County and shall, at a minimum, require the contractor to comply with all applicable governmental rules and regulations.

8. MIAMI-DADE COUNTY FAMILY LEAVE AFFIDAVIT

(Article V of Chapter 11, of the Miami-Dade County Code)

Firms contracting business with Miami-Dade County, which have more than fifty (50) employees for each working day during each of twenty (20) or more work weeks in the current or preceding calendar year, are required to certify that they provide family leave to their employees.

Firms with less than the number of employees indicated above are exempt from this requirement, but must indicate by letter (signed by an authorized agent) that it does not have the minimum number of employees required by the County Code.

I confirm that if applicable, this firm complies with Article V of Chapter 11 of the County Code, which requires that firms contracting business with Miami-Dade County which have more than fifty (50) employees for each working day during each of twenty (20) or more work weeks in the current or preceding calendar year are required to certify that they provide family leave to their employees.

9. MIAMI-DADE COUNTY LIVING WAGE AFFIDAVIT

(Section 2-8.9 of the Miami-Dade County Code)

All applicable contractors entering into a contract with the County shall agree to pay the prevailing living wage required by this section of the County Code.

I confirm that if applicable, this firm complies with Section 2-8.9 of the County Code, which requires that all applicable employers entering a contract with Miami-Dade County shall pay the prevailing living wage required by the section of the County Code.

10. MIAMI-DADE COUNTY DOMESTIC LEAVE AND REPORTING AFFIDAVIT

(Article 8, Section 11A-60 - 11A-67 of the Miami-Dade County Code)

Firms wishing to transact business with Miami-Dade County must certify that it is in compliance with the Domestic Leave Ordinance.

I confirm that if applicable, this firm complies with the Domestic Leave Ordinance. This ordinance applies to employers that have, in the regular course of business, fifty (50) or more employees working in Miami-Dade County for each working day during the current or preceding calendar year.

AFFIRMATION

I, being duly sworn, do attest under penalty of perjury that the entity is in compliance with all requirements outlined in these Miami-Dade County Vendor Affidavits.

I also attest that I will comply with and keep current all statements sworn to in the above affidavits and registration application. I will notify the Miami-Dade County, Vendor Services Section immediately if any of the statements attested hereto are no longer valid.

Kenneth Caban

(Signature of Affiant)

February 4, 2020

(Date)

Kenneth Caban, Vice President

Printed Name of Affiant and Title

NOTARY PUBLIC INFORMATION

Notary Public --
State of: Florida

State

Orange

County of

SUBSCRIBED AND SWORN TO (or affirmed) before me this 4th day of February 20 20.

by Kenneth Caban

He or she is personally known to me ☒

Or has produced identification ☐

Type of Identification Produced _____

Anke Backer

Signature of Notary Public

GG 933255

(Serial Number)

Print or Stamp of Notary Public

2-3-2024

Expiration Date

Notary Public Seal
(When applicable)

