

Memorandum



Date: June 15, 2021

To: Honorable Chairman Jose “Pepe” Diaz
and Members, Board of County Commissioners

Agenda Item No. 8(A)(2)

From: Daniella Levine Cava
Mayor

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

Resolution No. R-595-21

Subject: Contract Award Recommendation for a Professional Services Agreement to Hill International, Inc.; Contract No. A18-MDAD-01A

Recommendation

At the May 4, 2021 Board of County Commissioners (Board) meeting, Board members denied the County Mayor’s recommendation to reject the proposals submitted in connection with Contract No. A18-MDAD-01, Professional Services Agreement for the Capital Improvement Program Specialized Services (8A4-210884) for the Miami-Dade Aviation Department (Department or MDAD). The Board further directed the County Mayor to negotiate with the two highest ranked firms and place an award recommendation on the Board’s agenda for consideration and approval. Negotiations have concluded and this award recommendation was submitted for placement on the May 18, 2021 agenda as an add-on item. As such, it is recommended that the Board approve the attached resolution awarding Contract No. A18-MDAD-01A entitled: “Professional Services Agreement (PSA) for Capital Improvement Program Specialized Services to Hill International, Inc. pursuant to Section 2-10.4 of the Code of Miami-Dade County. The total compensation amount is \$35,839,375 with a total contract term of five years with two five-year options to renew. This recommendation to award has been prepared by MDAD.

This is one of two award recommendations for the provision of the same services at Miami International Airport (MIA) and the General Aviation Airports (GAA) procured under Project No. A18-MDAD-01. The other award recommendation to CBRE Heery, Inc is on today’s agenda as a companion item.

Delegation of Authority

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

Scope

PROJECT NAME: Capital Improvement Program Specialized Services

INTERNAL SERVICES

DEPARTMENT (ISD)

ARCHITECTURAL/

ENGINEERING (A/E)

PROJECT NO.: A18-MDAD-01

CONTRACT NO: A18-MDAD-01A

- PROJECT DESCRIPTION:** The scope of services to be provided for the Department’s Capital Improvements Program (CIP) by the selected architectural/engineering (A/E) firms, while not guaranteed, may include, but is not limited to the following:
- Project scope verification, program the sequence of projects, project design development, development and management of the CIP master schedule, task schedules, and budget/cost oversight of project elements.
 - Project management tracking and reporting of contracts and projects status; daily inspections and logs; and document daily progress and quality of construction work.
 - Provide strategic day-to-day oversight and direction for the CIP and specific projects.
 - Identify projects and propose mitigation and solutions.
 - Prepare and maintain a Program Management Plan.
 - Provide cost estimates and schedule of values.
 - Assist with developing contract language and contract negotiations.
 - Assist with plan review function and any Interagency Memorandums of Understanding.
 - Coordinate with MDAD consultants for cost estimating and review schedule of values of projects.
 - Coordinate with other contracted design professionals and consultants such as Baggage Handling Systems and provide support functions not limited to deliverables, review of service orders/invoices, change orders, change order management and commissioning.
 - Produce monthly progress reports.
 - Work with MDAD to establish and implement a physical and electronic central documents library and document management system.
 - Conduct value engineering.
 - Coordinate permits requirements reviews with regulatory agencies and other authorities having jurisdiction.
 - Review project verification and design documents, conduct constructability reviews, review construction documents and provide bid phase services, including legal review coordination, bid tabulations and submittals review.
 - Oversee and support the design and construction phases, prepare modifications and updates to standards and conduct claim analysis.
 - Provide construction managers, construction coordinators, construction engineers, commissioning and start-up specialists, inspectors, safety officers and other support personnel for the successful execution of the projects and program.

- Process and recommend approval of progress payments including allowance account and change orders.

PROJECT LOCATIONS: Miami International Airport
Miami- Opa locka Executive Airport
Miami Homestead General Aviation Airport
Miami Executive Airport
Dade Collier Training and Transition Airport
Other MDAD Facilities

COMMISSION DISTRICT: Various

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

USING DEPARTMENT: Miami-Dade Aviation Department

MANAGING DEPARTMENT: Miami-Dade Aviation Department

Fiscal Impact/Funding Source

FUNDING SOURCE: Aviation Revenue Bonds
2000000093 - Miami International Airport Central
Base Apron and Utilities

Aviation Revenue Bonds
2000000094 - Miami International Airport
Concourse E Rehabilitation

Aviation Revenue Bonds
2000000095 - Miami International Airport
South Terminal Improvements

Aviation Revenue Bonds
2000000096 - Miami International Airport Miscellaneous Projects

Reserve Maintenance Fund - Multiyear
2000000068 - Miami International Airport
Reserve Maintenance Projects

Operating Fund – Multiyear
2000000093 - Miami International Airport
Central Base Apron and Utilities

(See Attachment A, “Adopted Budget and Multi-Year Capital Plan, Volume 3, FY 2020 - 21 Page 136, 139, 140, 141, 142 and 143”)

**OPERATIONS COST
IMPACT:**

Not applicable as this is a PSA for A/E services

**MAINTENANCE COST
IMPACT/FUNDING:
PTP FUNDING:**

Not applicable as this is a PSA for A/E services
No

GOB FUNDING:

No

ARRA FUNDING:

No

**PROJECT
TECHNICAL
CERTIFICATION
REQUIREMENTS:**

<u>TYPE</u>	<u>CODE</u>	<u>DESCRIPTION</u>
Prime	4.01	Aviation Systems – Engineering Design
	4.02	Aviation Systems – Architectural Design
	14.00	Architecture
	17.00	Engineering Construction Management
	18.00	Architectural Construction Management
Subs	6.01	Water and Sanitary Sewer Systems – Water Distribution and Sanitary Sewage Collection and Transmission
	10.01	Environmental Engineering – Stormwater Drainage Design Engineering Services
	11.00	General Structural Engineering
	12.00	General Mechanical Engineering
	13.00	General Electrical Engineering
	16.00	General Civil Engineering
	19.04	Value Analysis and Life-Cycle Costing – Aviation Systems
	26.00	Claims Analysis Services

PROPOSALS RECEIVED:

Five

SUBMITTAL DATE:

January 31, 2020

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

Deliverables involve technical services that exclude opportunities for achieving Leadership in Energy and Environmental Design (LEED) or sustainable measures.

CONTRACT PERIOD:

Five years

**OPTION(S) TO EXTEND:
INSPECTOR GENERAL (IG)
FEE INCLUDED IN BASE
CONTRACT:**

Two five-year options to renew

No

ART IN PUBLIC PLACES:

Not applicable

BASE ESTIMATE:

\$25,000,000

**AMOUNT FOR RENEWAL
PERIODS:**

Not to exceed \$3,750,000 for each of the two five-year OTRs per Agreement

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

10 percent / \$3,250,000

IG FEE:

\$89,375

TOTAL AMOUNT:

\$35,839,375

SEA LEVEL RISE:

The impacts of sea level rise may be considered as part of the services.

TRACK RECORD/MONITOR

DUE DILIGENCE:

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

(See Attachment B, “Contractor Evaluations Report”).

**SBD HISTORY OF
VIOLATIONS:**

None

**MINIMUM
QUALIFICATIONS:**

It is preferred that the Prime Consultant have a minimum of 10 years of experience in project management at large hub U.S. airports.

FIRM:

Hill International, Inc.

COMPANY PRINCIPAL:

Eladio Castrodad, PE, PMP

LOCATION OF COMPANY:

80 SW 8th Street Suite 2220, Miami, FL 33130

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

According to ISD’s SBD “A/E Firm History Report,” Hill International, Inc has been awarded two Equitable Distribution Program (EDP) Agreements with the County in the past three years with a total award value of \$800,000.

(See Attachment C, “A&E Firm History Report”).

RESPONSIBLE WAGES:

No

**ASSIGNED CONTRACT
MEASURES:**

DBE- 25 percent

**MEASURES ACHIEVED
AT AWARD:**

DBE Goal – 28 percent

(See Attachment D, “SBD Project Worksheet and Compliance Review”).

DBE SUBCONSULTANTS:

Alleguez Architecture, Inc. - 3 percent
Alfredo J. Balsere, P.A. - 8 percent
Fraga Engineers, Inc. - 4 percent
Nifah and Partners Consulting Engineers, Inc.- 3 percent
Paco Technologies- 3 percent
Sharp 10 Group, LLC- 3 percent
Architectural Design Consortium, Inc.- 4 percent

OTHER SUBCONSULTANTS:

Bermello Ajamil & Partners, Inc.
T.Y. Lin International
Alpha Construction & Engineering Corporation

Tjja Architects PA
Alfredo J. Balsera, P.A. DBA Balsera Communications, Inc.

**MANDATORY
CLEARINGHOUSE:**

Not applicable

**CONTRACT MANAGER/
EMAIL:**

Sylvia Novela
SNovela@miami-airport.com

PROJECT MANAGER/

Felix Pereira

EMAIL:

FPereira@miami-airport.com

SELECTION PROCESS:

The Request to Advertise was filed with Clerk of the Board on July 10, 2019. A total of five proposals were received on January 31, 2020. On November 6, 2020, at the First-Tier meeting, the Competitive Selection Committee (CSC) elected, by majority vote, to invite the four highest ranked proposers to advance to the Second-Tier phase. On December 7, 2020 Hill International, Inc. and CBRE Heery, Inc., the two highest ranked firms, as shown in Table 1 below, were recommended in order of preference for negotiation of two PSAs for the subject project.

Table 1.

Firm	Total Adjusted Qualitative Points	Total Adjusted Ordinal Score	Final Ranking
Hill International, Inc.	463	7	1
CBRE Heery, Inc.	454	10	2
Jacobs Engineering Group, Inc.	439	16	3
WSP USA, Inc.	430	17	4

The Negotiation Committee was approved by the County Mayor’s designee on January 26, 2020. On May 7, 2021, a revision to the Negotiation Committee was filed. (See Attachment E, “Negotiation Authorization and Revision to the Negotiation Committee, List of Respondents and Tabulation Sheets”). The Negotiation Committee negotiated with the top-ranked firm Hill International, Inc. on May 11, 2021, May 12, 2021, and concluded on May 13, 2021.

BACKGROUND:

This contract award recommendation is one of two awards that will provide professional specialized services in the form of program management and construction management services at MIA and at the GAA for the Department’s CIP.

The CIP is comprised of a series of projects that will address MIA’s capacity and operational needs (airside, landside, cargo, and terminal) as well as those of the GAA, furthermore, the CIP will enable MIA to maintain its global gateway status and further elevate its competitive edge over other large gateway airports. Some of the CIP projects are noted below:

Central Terminal – redevelopment of the Central Terminal will allow for more post security concessions, light, and circulation space for passengers. Also, a new Concourse F will provide for larger hold rooms, access to more post security concessions, and direct access to Concourses E and the North Terminal gates post security.

South Terminal – the South Terminal will be expanded to accommodate three new jumbo aircraft or six narrow bodies gates including apron expansion.

North Terminal – this Gate Optimization Project includes selected gates on the northside of the North Terminal, which will be upgraded to accept larger widebody aircraft including B777- 300. Gate D60, which is American’s Eagle commuter facility will be upgraded to house increased numbers of flights by larger regional jets.

Two New Hotels - solicitations will be issued to the development community to design and construct two new MIA hotels.

Cargo Expansion – modernization and expansion of MIA’s cargo facilities will accommodate growth of the pharma and e-commerce sectors, these projects include: 1) Taxiway R, and Fuel Tender and Ramp Expansion, and 2) Building 702 - Expansion and Apron.



Jimmy Morales
Chief Operations Officer

Attachment A

Adopted Budget and Multi-Year Capital
Plan, Volume 3, FY 2020-21 Page 136,
139, 140, 141, 142 and 143

FY 2020 - 21 Adopted Budget and Multi-Year Capital Plan

OPERATING FINANCIAL SUMMARY

(dollars in thousands)	Actual FY 17-18	Actual FY 18-19	Budget FY 19-20	Adopted FY 20-21
Revenue Summary				
Aviation Fees and Charges	379,776	390,395	378,331	338,899
Carryover	102,792	98,891	87,883	92,826
Commercial Operations	273,653	278,630	280,198	209,853
Non-Operating Revenue	97,709	91,293	92,000	58,000
Other Revenues	24,214	25,034	23,534	24,008
Rental Income	147,748	148,941	162,213	222,278
Total Revenues	1,025,892	1,033,184	1,024,159	945,864
Operating Expenditures Summary				
Salary	94,661	98,662	106,528	111,658
Fringe Benefits	35,328	38,390	42,050	43,970
Court Costs	373	147	400	328
Contractual Services	94,640	94,113	121,011	140,452
Other Operating	139,135	148,610	173,374	126,655
Charges for County Services	87,943	98,468	99,413	97,818
Grants to Outside Organizations	0	0	0	0
Capital	2,789	2,520	3,257	3,405
Total Operating Expenditures	454,869	480,910	546,033	524,286
Non-Operating Expenditures Summary				
Transfers	472,130	466,118	385,300	332,449
Distribution of Funds In Trust	0	0	0	0
Debt Service	0	0	0	0
Depreciation, Amortizations and Depletion	0	0	0	0
Reserve	0	0	92,826	89,129
Total Non-Operating Expenditures	472,130	466,118	478,126	421,578

(dollars in thousands)	Total Funding		Total Positions	
Expenditure By Program	Budget FY 19-20	Adopted FY 20-21	Budget FY 19-20	Adopted FY 20-21
Strategic Area: Economic Development				
Executive	5,318	5,006	15	15
Administration	60,209	57,685	139	159
Business Retention and Development	5,591	8,334	42	51
Commercial Operations	77,290	33,977	0	0
Facilities Development	25,691	23,279	63	63
Facilities Management	142,966	167,316	471	452
Finance and Strategy	14,283	13,762	74	73
Airport Concessions	3,074	0	10	0
Business Development				
Non-Departmental	64,505	65,079	0	0
Operations	46,347	46,495	446	415
Policy Advisement	10,002	9,694	50	50
Public Safety and Security	90,757	93,659	122	154
Total Operating Expenditures	546,033	524,286	1,432	1,432

FY 2020 - 21 Adopted Budget and Multi-Year Capital Plan

MIAMI INTERNATIONAL AIRPORT (MIA) - CENTRAL BASE APRON AND UTILITIES

PROJECT #: 2000000093



SUBPROGRAM

DESCRIPTION: Replace, reconfigure and expand apron east of the old Pan American 3095 Hangar; construct a new service road and service road bridge; provide new pavement markings; and provide culvert and filling of existing canal

LOCATION: Miami International Airport
Unincorporated Miami-Dade County

District Located: 6
District(s) Served: Countywide

REVENUE SCHEDULE:	PRIOR	2020-21	2021-22	2022-23	2023-24	2024-25	2025-26	FUTURE	TOTAL
Aviation 2016 Commercial Paper	949	0	0	0	0	0	0	0	949
Aviation Passenger Facility Charge	0	18,382	0	0	0	0	0	0	18,382
Aviation Revenue Bonds	2,440	0	0	0	0	0	0	0	2,440
FDOT Funds	3,016	7,754	0	0	0	0	0	0	10,770
Federal Aviation Administration	17,895	38,632	0	0	0	0	0	0	56,527
Future Financing	0	7,728	6,941	4,745	0	0	0	0	19,414
TOTAL REVENUES:	24,300	72,496	6,941	4,745	0	0	0	0	108,482
EXPENDITURE SCHEDULE:	PRIOR	2020-21	2021-22	2022-23	2023-24	2024-25	2025-26	FUTURE	TOTAL
Construction	20,583	71,379	6,832	4,745	0	0	0	0	103,539
Planning and Design	3,717	1,117	109	0	0	0	0	0	4,943
TOTAL EXPENDITURES:	24,300	72,496	6,941	4,745	0	0	0	0	108,482

MIAMI INTERNATIONAL AIRPORT (MIA) - CENTRAL TERMINAL SUBPROGRAM

PROJECT #: 2000001041



DESCRIPTION: Redevelop concourse E to concourse F connector; redevelop concourse F infill for new secure concession and circulations; improve ticket lobby; improve vertical circulation; consolidate SSCP for concourse E and concourse F; raise roof over ticket lobby; replace terminal entrance doors; implement phase 2 of lower concourse E FIS; renovate MIA central terminal façade and curbside

LOCATION: Miami International Airport
Unincorporated Miami-Dade County

District Located: 6
District(s) Served: Countywide

REVENUE SCHEDULE:	PRIOR	2020-21	2021-22	2022-23	2023-24	2024-25	2025-26	FUTURE	TOTAL
Aviation Revenue Bonds	334	0	0	0	0	0	0	0	334
FDOT Funds	0	0	0	0	0	0	0	4,000	4,000
Future Financing	0	91	2,627	23,108	29,929	29,333	92,111	905,273	1,082,472
TOTAL REVENUES:	334	91	2,627	23,108	29,929	29,333	92,111	909,273	1,086,806
EXPENDITURE SCHEDULE:	PRIOR	2020-21	2021-22	2022-23	2023-24	2024-25	2025-26	FUTURE	TOTAL
Construction	0	3	396	2,304	4,664	27,062	92,111	909,273	1,035,813
Planning and Design	334	88	2,231	20,804	25,265	2,271	0	0	50,993
TOTAL EXPENDITURES:	334	91	2,627	23,108	29,929	29,333	92,111	909,273	1,086,806

FY 2020 - 21 Adopted Budget and Multi-Year Capital Plan

MIAMI INTERNATIONAL AIRPORT (MIA) - CONCOURSE E SUBPROGRAM

PROJECT #: 2000000094

DESCRIPTION: Renovate Concourse E to include interior, exterior and code requirement upgrades; upgrade passenger loading bridges; replace automated people mover; rehabilitate apron pavement in Concourse E's Satellite and Lower concourse; implement automated processing for inbound international passengers working in conjunction with the Department of Homeland Security utilizing the latest technology and modified Transportation Security Administration (TSA) approved processes; build new chiller plant to meet preconditioned air demands; and upgrade life safety features

LOCATION: Miami International Airport District Located: 6
Unincorporated Miami-Dade County District(s) Served: Countywide

REVENUE SCHEDULE:	PRIOR	2020-21	2021-22	2022-23	2023-24	2024-25	2025-26	FUTURE	TOTAL
Aviation 2016 Commercial Paper	12,277	0	0	0	0	0	0	0	12,277
Aviation Revenue Bonds	96,554	0	0	0	0	0	0	0	96,554
FDOT Funds	42,065	1,188	185	2,828	363	478	2,460	4,752	54,319
Federal Aviation Administration	8,735	0	0	0	0	0	0	0	8,735
Future Financing	0	34,984	66,963	56,022	3,003	1,200	2,460	3,856	168,488
Reserve Maintenance Fund	58,781	0	0	0	0	0	0	0	58,781
TOTAL REVENUES:	218,412	36,172	67,148	58,850	3,366	1,678	4,920	8,608	399,154
EXPENDITURE SCHEDULE:	PRIOR	2020-21	2021-22	2022-23	2023-24	2024-25	2025-26	FUTURE	TOTAL
Construction	211,647	33,914	66,819	55,720	3,272	1,678	4,920	8,608	386,578
Planning and Design	6,765	2,258	329	3,130	94	0	0	0	12,576
TOTAL EXPENDITURES:	218,412	36,172	67,148	58,850	3,366	1,678	4,920	8,608	399,154

MIAMI INTERNATIONAL AIRPORT (MIA) - FUEL FACILITIES SUBPROGRAM

PROJECT #: 2000001318

DESCRIPTION: Design and construct one additional fuel tank at the fuel storage facility

LOCATION: Miami International Airport District Located: 6
Unincorporated Miami-Dade County District(s) Served: Countywide

REVENUE SCHEDULE:	PRIOR	2020-21	2021-22	2022-23	2023-24	2024-25	2025-26	FUTURE	TOTAL
Aviation 2016 Commercial Paper	684	0	0	0	0	0	0	0	684
Aviation Revenue Bonds	39	0	0	0	0	0	0	0	39
FDOT Funds	40	121	278	6,958	1,700	0	0	0	9,097
Future Financing	0	121	278	6,958	2,549	19	0	0	9,925
TOTAL REVENUES:	763	242	556	13,916	4,249	19	0	0	19,745
EXPENDITURE SCHEDULE:	PRIOR	2020-21	2021-22	2022-23	2023-24	2024-25	2025-26	FUTURE	TOTAL
Construction	7	22	556	13,916	4,249	19	0	0	18,769
Planning and Design	756	220	0	0	0	0	0	0	976
TOTAL EXPENDITURES:	763	242	556	13,916	4,249	19	0	0	19,745

FY 2020 - 21 Adopted Budget and Multi-Year Capital Plan

MIAMI INTERNATIONAL AIRPORT (MIA) - LAND ACQUISITION SUBPROGRAM

PROJECT #: 2000001340

DESCRIPTION: Expand Miami International Airport blueprint through land acquisition

LOCATION: Various Sites

District Located: 6

Various Sites

District(s) Served: 13

REVENUE SCHEDULE:	PRIOR	2020-21	2021-22	2022-23	2023-24	2024-25	2025-26	FUTURE	TOTAL
Future Financing	0	72,500	72,500	0	0	0	0	0	145,000
TOTAL REVENUES:	0	72,500	72,500	0	0	0	0	0	145,000
EXPENDITURE SCHEDULE:	PRIOR	2020-21	2021-22	2022-23	2023-24	2024-25	2025-26	FUTURE	TOTAL
Construction	0	72,500	72,500	0	0	0	0	0	145,000
TOTAL EXPENDITURES:	0	72,500	72,500	0	0	0	0	0	145,000

MIAMI INTERNATIONAL AIRPORT (MIA) - LANDSIDE AND ROADWAYS SUBPROGRAM

PROJECT #: 2000001047

DESCRIPTION: Construct new perimeter road bridge over Tamiami canal to expand to double lanes in both directions

LOCATION: Miami International Airport

District Located: 6

Unincorporated Miami-Dade County

District(s) Served: Countywide

REVENUE SCHEDULE:	PRIOR	2020-21	2021-22	2022-23	2023-24	2024-25	2025-26	FUTURE	TOTAL
FDOT Funds	0	51	475	556	541	4,608	5,658	0	11,889
Future Financing	0	51	475	555	541	4,608	9,047	371	15,648
TOTAL REVENUES:	0	102	950	1,111	1,082	9,216	14,705	371	27,537
EXPENDITURE SCHEDULE:	PRIOR	2020-21	2021-22	2022-23	2023-24	2024-25	2025-26	FUTURE	TOTAL
Construction	0	32	224	638	1,063	9,216	14,705	371	26,249
Planning and Design	0	70	726	473	19	0	0	0	1,288
TOTAL EXPENDITURES:	0	102	950	1,111	1,082	9,216	14,705	371	27,537

MIAMI INTERNATIONAL AIRPORT (MIA) - MISCELLANEOUS PROJECTS SUBPROGRAM

PROJECT #: 2000000096

DESCRIPTION: Rehabilitate taxiway T and S; realign taxiway R; construct Airport Operations Control Room (AOC); construct new employee parking garage; replace Concourse E through H ticket counters; and repair MIA parking garage structure

LOCATION: Miami International Airport

District Located: 6

Unincorporated Miami-Dade County

District(s) Served: Countywide

REVENUE SCHEDULE:	PRIOR	2020-21	2021-22	2022-23	2023-24	2024-25	2025-26	FUTURE	TOTAL
Aviation 2016 Commercial Paper	27,181	0	0	0	0	0	0	0	27,181
Aviation Passenger Facility Charge	0	9,228	0	0	0	0	0	0	9,228
Aviation Revenue Bonds	47,994	6,238	3,399	0	0	0	0	0	57,631
Double-Barreled GO Bonds	2,806	3,482	12,806	906	0	0	0	0	20,000
FDOT Funds	10,073	4,397	0	0	0	0	0	0	14,470
Federal Aviation Administration	40,035	0	0	0	0	0	0	0	40,035
Future Financing	0	12,027	63,018	143,734	1,041	245	755	25,322	246,142
Improvement Fund	0	0	39,898	8,102	0	0	0	0	48,000
TOTAL REVENUES:	128,089	35,372	119,121	152,742	1,041	245	755	25,322	462,687
EXPENDITURE SCHEDULE:	PRIOR	2020-21	2021-22	2022-23	2023-24	2024-25	2025-26	FUTURE	TOTAL
Construction	116,323	34,098	119,081	151,905	1,041	245	755	24,833	448,281
Planning and Design	11,766	1,274	40	837	0	0	0	489	14,406
TOTAL EXPENDITURES:	128,089	35,372	119,121	152,742	1,041	245	755	25,322	462,687

FY 2020 - 21 Adopted Budget and Multi-Year Capital Plan

MIAMI INTERNATIONAL AIRPORT (MIA) - NORTH TERMINAL SUBPROGRAM

PROJECT #: 2000001042

DESCRIPTION: Upgrade North Terminal ramp level restrooms; implement North Terminal Gate Optimization Phase 1 to accommodate larger aircraft; and install Swing Door at gate D-60

LOCATION: Miami International Airport District Located: 6
Unincorporated Miami-Dade County District(s) Served: Countywide

REVENUE SCHEDULE:	PRIOR	2020-21	2021-22	2022-23	2023-24	2024-25	2025-26	FUTURE	TOTAL
Aviation Revenue Bonds	853	0	0	0	0	0	0	0	853
Claims Construction Fund	663	0	0	0	0	0	0	0	663
Future Financing	0	1,679	9,499	2,129	16,920	41,300	10,246	164	81,937
TOTAL REVENUES:	1,516	1,679	9,499	2,129	16,920	41,300	10,246	164	83,453
EXPENDITURE SCHEDULE:	PRIOR	2020-21	2021-22	2022-23	2023-24	2024-25	2025-26	FUTURE	TOTAL
Construction	659	1,421	5,945	2,093	16,920	41,300	10,246	164	78,748
Planning and Design	857	258	3,554	36	0	0	0	0	4,705
TOTAL EXPENDITURES:	1,516	1,679	9,499	2,129	16,920	41,300	10,246	164	83,453

MIAMI INTERNATIONAL AIRPORT (MIA) - PASSENGER BOARDING BRIDGES SUBPROGRAM

PROJECT #: 2000000596

DESCRIPTION: Replace 34 Passenger Boarding Bridges (PBBs) and associated equipment at concourses D, E, F and G within the next five years

LOCATION: Miami International Airport District Located: 6
Unincorporated Miami-Dade County District(s) Served: Countywide

REVENUE SCHEDULE:	PRIOR	2020-21	2021-22	2022-23	2023-24	2024-25	2025-26	FUTURE	TOTAL
Aviation Passenger Facility Charge	10,602	25,004	25,004	11,770	3,411	0	0	0	75,791
FDOT Funds	2,059	0	0	0	0	0	0	0	2,059
TOTAL REVENUES:	12,661	25,004	25,004	11,770	3,411	0	0	0	77,850
EXPENDITURE SCHEDULE:	PRIOR	2020-21	2021-22	2022-23	2023-24	2024-25	2025-26	FUTURE	TOTAL
Construction	12,331	23,957	23,957	11,277	3,411	0	0	0	74,933
Planning and Design	330	1,047	1,047	493	0	0	0	0	2,917
TOTAL EXPENDITURES:	12,661	25,004	25,004	11,770	3,411	0	0	0	77,850

MIAMI INTERNATIONAL AIRPORT (MIA) - RESERVE MAINTENANCE SUBPROGRAM

PROJECT #: 2000000068

DESCRIPTION: Provide funding for various unusual and/or extraordinary projects including but not limited to maintenance, repairs, renewals and/or replacement; and the replacement of IT equipment, miscellaneous environmental and paving rehabilitation projects

LOCATION: Miami International Airport District Located: 6
Unincorporated Miami-Dade County District(s) Served: Countywide

REVENUE SCHEDULE:	PRIOR	2020-21	2021-22	2022-23	2023-24	2024-25	2025-26	FUTURE	TOTAL
FDOT Funds	1,440	0	0	0	0	0	0	0	1,440
Federal Aviation Administration	3,127	0	0	0	0	0	0	0	3,127
Reserve Maintenance Fund	31,744	86,066	25,000	25,095	25,000	25,000	25,000	0	242,905
TOTAL REVENUES:	36,311	86,066	25,000	25,095	25,000	25,000	25,000	0	247,472
EXPENDITURE SCHEDULE:	PRIOR	2020-21	2021-22	2022-23	2023-24	2024-25	2025-26	FUTURE	TOTAL
Construction	33,847	77,459	22,500	22,595	22,500	22,500	22,500	0	223,901
Planning and Design	2,464	8,607	2,500	2,500	2,500	2,500	2,500	0	23,571
TOTAL EXPENDITURES:	36,311	86,066	25,000	25,095	25,000	25,000	25,000	0	247,472

FY 2020 - 21 Adopted Budget and Multi-Year Capital Plan

MIAMI INTERNATIONAL AIRPORT (MIA) - SOUTH TERMINAL EXPANSION SUBPROGRAM

PROJECT #: 2000001317

DESCRIPTION: Enhance South Terminal Smoke Evacuation System; perform Concourse H Glazing and Curtain Wall Assessment and Corrective Action; demolish Building 3050 for South Terminal Expansion; relocate South Terminal Apron and Utilities Phase 1; expand South Terminal eastward adding new gates; and develop South Terminal Centralized Checkpoint

LOCATION: Miami International Airport
Unincorporated Miami-Dade County

District Located: 6
District(s) Served: Countywide

REVENUE SCHEDULE:	PRIOR	2020-21	2021-22	2022-23	2023-24	2024-25	2025-26	FUTURE	TOTAL
Aviation Revenue Bonds	709	1,545	0	0	0	0	0	0	2,254
FDOT Funds	0	492	11,752	2,040	1,848	10,369	0	0	26,501
Future Financing	0	530	15,842	33,523	69,174	239,902	213,858	16,996	589,825
TOTAL REVENUES:	709	2,567	27,594	35,563	71,022	250,271	213,858	16,996	618,580
EXPENDITURE SCHEDULE:	PRIOR	2020-21	2021-22	2022-23	2023-24	2024-25	2025-26	FUTURE	TOTAL
Construction	590	1,736	3,778	31,367	71,022	250,271	213,858	16,996	589,618
Planning and Design	119	831	23,816	4,196	0	0	0	0	28,962
TOTAL EXPENDITURES:	709	2,567	27,594	35,563	71,022	250,271	213,858	16,996	618,580

MIAMI INTERNATIONAL AIRPORT (MIA) - SOUTH TERMINAL SUBPROGRAM

PROJECT #: 2000000095

DESCRIPTION: Enhance south terminal baggage handling system; replace roof and renovate Concourse H to include conversion of gates H12, H14 and H15 from domestic only gates to international capable arrival gates

LOCATION: Miami International Airport
Unincorporated Miami-Dade County

District Located: 6
District(s) Served: Countywide

REVENUE SCHEDULE:	PRIOR	2020-21	2021-22	2022-23	2023-24	2024-25	2025-26	FUTURE	TOTAL
Aviation 2016 Commercial Paper	158,769	0	0	0	0	0	0	0	158,769
Aviation Passenger Facility Charge	0	2,617	10,961	2,415	0	0	0	0	15,993
Aviation Revenue Bonds	31,099	0	0	0	0	0	0	0	31,099
FDOT Funds	16,183	164	10,961	3,836	0	0	0	0	31,144
Federal Aviation Administration	3,389	0	0	0	0	0	0	0	3,389
Future Financing	0	0	0	25,338	4	0	0	39,526	64,868
Transportation Security Administration Funds	101,161	0	0	0	0	0	0	0	101,161
TOTAL REVENUES:	310,601	2,781	21,922	31,589	4	0	0	39,526	406,423
EXPENDITURE SCHEDULE:	PRIOR	2020-21	2021-22	2022-23	2023-24	2024-25	2025-26	FUTURE	TOTAL
Construction	299,273	2,719	21,922	31,503	4	0	0	37,725	393,146
Planning and Design	11,328	62	0	86	0	0	0	1,801	13,277
TOTAL EXPENDITURES:	310,601	2,781	21,922	31,589	4	0	0	39,526	406,423

Attachment B

Contractor Evaluations Report

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

<u>Dept</u>	<u>Contract</u>	<u>Type</u>	<u>Contractor / Architect Name</u>	<u>Date</u>	<u>Rater</u>	<u>Period</u>	<u>Rate</u>
WS	EDP-WS-289	EDP	HILL INTERNATIONAL, INC.	4/8/2021	Dalia Abrahante	Project conclusion or closeout	<u>4.0</u>

Evaluation Count: 1 Contractors: 1 Average Evaluation: 4.0

Attachment C

A&E Firm History Report

Vendor Profile: Contracts

Help & Tools 

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

Hill International, Inc.

System Vendor Number: 20128880

Listed below are the contracts to which this vendor is assigned.

Contracts as Prime Contractor

Actions	Contract Number & Title	Prime Contact	Status	Dates	Award Amount	Paid Amount
View	EDP-WS-283: NF-CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES	Stuart Richter (change)		12/4/2017 to 12/31/2019	\$400,000	\$283,776
View	EDP-WS-289: NF-CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES	Stuart Richter (change)		1/21/2018 to 12/31/2019	\$400,000	\$185,321
Number of contracts as prime: 2					\$800,000	\$469,097

Contracts as Subcontractor

Actions	Contract Number & Title	Sub Contact	Status	Prime	Current Subcontract	Paid Amount
View	EDP-AV-X035A: MIA-BUILDING 702 CONVERSION AND HARDSTAND PROJECT	Stuart Richter (change)		Civil Works, Inc.	\$0 0.00%	\$0
Number of contracts as subcontractor: 1					\$0	\$0

Customer Support

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Attachment D

SBD Project Worksheet and Compliance Review



Small Business Development Division

Project Worksheet

Project/Contract Title: CAPITAL IMPROVEMENT PROGRAM (CIP) SPECIALIZED SERVICES AGREEMENT Received Date: 12/16/2019
4/30/2019
Project/Contract No: A18-MDAD-01 (Revised) Funding Source: FAA
Department: Aviation
Estimated Cost of Project/Bid: \$50,000,000.00

Description of Project/Bid: Capital Improvement Program (CIP) Specialized Service Agreement

Contract Measures Recommendation

Measure	Program	Goal Percent
Goal	DBE	25.00%

Reasons for Recommendation

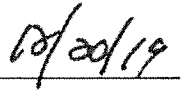
The Miami Dade County Aviation Department submitted a Project Work Sheet for project # E16-MDAD-02 indicating 25% DBE Goal to be appropriate for the following Technical Categories: Water and Sanitary Sewer Systems at 3.00%, Environmental Engineering at 3.00%, General Mechanical Engineering at 5.00%, General Structural Engineering at 3.00%, General Electrical Engineering at 5%, Claims Analysis Services at 4.00% and Engineering Construction Management at 2.00%.

This is one project with a total value of \$50,000,000.00 that will be awarded as two separate contracts with a value of \$25,000,000.00 each, also each contract will have a 25.0% DBE goal.

MDC-TCC 06 WATER AND SANITARY SEWER SYSTEMS, MDC-TCC 10 ENVIRONMENTAL ENGINEERING, MDC-TCC 11 GENERAL STRUCTURAL ENGINEERING, MDC-TCC 12 GENERAL MECHANICAL ENGINEERING, MDC-TCC 13 GENERAL ELECTRICAL ENGINEERING, MDC-TCC 17 ENGINEERING CONSTRUCTION MANAGEMENT, MDC-TCC 26 CLAIMS ANALYSIS SERVICES

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


County Mayor


Date

Memorandum



DATE: February 19, 2020

TO: Namita Uppal, Chief Procurement Officer
Internal Service Department

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

SUBJECT: Revised-Compliance Review
Project No. A18-MDAD-01
Capital Improvement Program Specialized Services

A handwritten signature in black ink, appearing to be "G. Hartfield", written over the "FROM:" line.

Small Business Development (SBD), a Division of the Internal Services Department, has completed its review of the subject project for compliance with Disadvantage Business Enterprise (DBE) program for A/E services. The contract measure established for this project is a 25% DBE subcontractor goal.

The Strategic Procurement Division of the Internal Services Department has submitted contract documents that included the Contract Participation Form for the firms listed below acknowledging the project's DBE measure. Each firm was required to submit a DBE Utilization Form identifying the DBE subcontractor(s) to fulfill the goal. The following is their pre-award compliance status and summary.

STATUS:

- | | |
|-----------------------------------|-----------|
| 1. CBRE Heery, Inc. | Compliant |
| 2. CSA Central, Inc. | Compliant |
| 3. Hill International, Inc. | Compliant |
| 4. Jacobs Engineering Group, Inc. | Compliant |
| 5. WSP USA, Inc. | Compliant |

SUMMARY:

CBRE Heery, Inc., a non-certified DBE firm, committed to use the following DBE certified firms: Bekka Group, Inc. to perform General Management Consulting and Project Management Services at 10%, De Zayas Bitar Construction Company to perform General Management services at 10% and Hammond & Associates, Inc. to perform Engineering Services at 5% in satisfaction of the 25% DBE goal. The DBE Utilization Form submitted by CBRE Heery, Inc. and confirmed by the subcontractors were approved pursuant to the firm's commitment to achieve an overall DBE goal of 25%.

CBRE Heery, Inc. has satisfied the contract's 25% DBE subcontractor goal and is in compliance with the overall Disadvantage Business Enterprise measures established for this contract.

CSA Central, Inc., a non-certified DBE firm, committed to use the following DBE certified firms: Basulto & Associates, Inc. to perform Mechanical, Electrical and Fire Protection Engineering. (Labor Only) work at 6%, Disamerica Consulting Group, Inc. to perform Civil Engineering, Engineering Construction Management work at 6%, EV Services, Inc. to perform Public Involvement, Government Relations and Grant Assessment & Development work at 7% and HP Consultants, Inc. perform Geotechnical Engineering and Materials Testing work at 6% in satisfaction of the 25% DBE goal. The DBE Utilization

Form submitted by CSA Central, Inc. and confirmed by the subcontractors were approved pursuant to the firm's commitment to achieve an overall DBE goal of 25%.

CSA Central, Inc. has satisfied the contract's 25% DBE subcontractor goal and is in compliance with the overall Disadvantage Business Enterprise measures established for this contract.

Hill International, Inc., a non-certified DBE firm, committed to use the following DBE certified firms: Alleguez Architecture, Inc. to perform Roof Design and inspections work at 3%, Alfredo J. Balsere, P.A. to perform Public Information Services & Stakeholder Coordination work at 8%, Fraga Engineers, LLC. to perform MEP/F Engineering work at 4%, Nifah and Partners Consulting Engineers, Inc. to perform Structural Engineering and Treshold Inspection work at 3%, Paco Technologies, Inc. to perform Project Controls, Document Control and value Engineering work at 3%, Sharp 10 Group, LLC. To perform Budget and Cost Oversight work at 3% and the Architectural Design Consortium, Inc. to perform Technical Services work at 4% in satisfaction of the 25% DBE goal. The DBE Utilization Form submitted by Hill International, Inc. and confirmed by the subcontractors were approved pursuant to the firm's commitment to achieve an overall DBE goal of 28%.

Hill International, Inc. has satisfied the contract's 25% DBE subcontractor goal and is in compliance with the overall Disadvantage Business Enterprise measures established for this contract.

Jacobs Engineering Group, Inc., a non-certified DBE firm, committed to use the following DBE certified firms: CES Consultants, Inc. to perform Technical Advisory Services, Project Management, Construction Management Services, including Engineering, Coordination, Inspetion and Technical Support work at 10%, G-T Construction Group, LLC. to perform Technical Advisory Services, Construction Support Services, including Construction Administration and Inspection work at 15% and HBC Engineering Company to perform Construction Management Services, including Engineering, Coordination, Inspection, Project scheduling and Technical Support work at 7%, in satisfaction of the 25% DBE goal. The DBE Utilization Form submitted by Jacobs Engineering Group, LLC. and confirmed by the subcontractors were approved pursuant to the firm's commitment to achieve an overall DBE goal of 32%.

Jacobs Engineering Group, LLC. has satisfied the contract's 25% DBE subcontractor goal and is in compliance with the overall Disadvantage Business Enterprise measures established for this contract.

WSP USA, Inc., a non-certified DBE firm, committed to use the following DBE certified firms: 300 Engineering Group, P.A. to perform Contract Procurement, Project Delivery Strategies, Roadway/Bridges, Mechanical/Electrical/Plumbing, Document Management, Environmental/Stormwater, Utilities, O & M, Architecture/Interior, Sustainability and Resilience and Miscellaneous work at 6%, Disamerica Consulting Group, Inc. to perform Civil Engineering, Engineering Construction Management work at 3%, BND Engineers, Inc. to perform Airfield/Taxiway/Taxilane, Civil, Environmental/Stormwater, and Construction Management/Inspections work at 5%, Disamerica Consulting Group, Inc. to perform Civil work at 1%, MCO Construction and Services to perform Program Safety, and Document Management work at 3%, Nova Consulting, Inc. to perform Stakeholder Management, Civil, Environmental/Stormwater and Permitting work at 9% and Program Controls, Inc. to perform Program Processes, Constuction Management/Inspections, Value Analysis and Life-Cycle Costing work at 11%, in satisfaction of the 25% DBE goal. The DBE Utilization Form submitted by WSP USA, Inc. and confirmed by the subcontractors were approved pursuant to the firm's commitment to achieve an overall DBE goal of 32%.

Compliance Review
Project No. A18-MDAD-01
February 19, 2020
Page 3

WSP USA, Inc. has satisfied the contract's 25% DBE subcontractor goal and is in compliance with the overall Disadvantage Business Enterprise measures established for this contract.

Please note that SBD staff reviewed and addressed compliance with the DBE Programs. The Strategic Procurement Division of Internal Services Department is responsible for any other issues that may exist.

Should you have any questions or need any additional information, please do not hesitate to call Robert Parson, Business Development Specialist 2, at (305) 375-3182.

c: Laurie Johnson, SBD
Amado Gonzalez, ISD
Marie Clark-Vincent MDAD

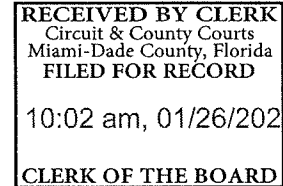
Attachment E

Negotiation Authorization and Revision
to the Negotiation Committee, List of
Respondents and Tabulation Sheets

Memorandum



Date: January 25, 2021
To: Tara C. Smith, Director
Internal Services Department
Through: Namita Uppal, C.P.M., Chief Procurement Officer
Internal Services Department
From: Amado Gonzalez, A/E Consultant Selection Coordinator
Chairperson, Competitive Selection Committee
Subject: NEGOTIATION AUTHORIZATION
Miami-Dade Aviation Department
Capital Improvement Program Specialized Services
ISD PROJECT NO. A18-MDAD-01



Amado Gonzalez

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

ISD Project No.: A18-MDAD-01

Project Title: Capital Improvement Program Specialized Services

Scope of Services Summary: The scope of services to be performed by the selected A/E firms, while not guaranteed, may include but is not limited to: program the sequence of projects, project scope verification, project design development, development and management of the Capital Improvement Program (CIP) master schedule, task schedules, and budget/cost oversight of project elements; project management, tracking and reporting of contracts and projects status; daily inspections and logs; document daily progress and quality of construction work; provide strategic day-to-day oversight and direction for the CIP and specific projects; identify projects and propose mitigation and solutions; prepare and maintain a Program Management Plan; and provide cost estimates and schedule of values.

Experience and Qualifications: It is preferred that the Prime Consultant have ten (10) years of experience in project management at large hub U.S. airports.

Term and Estimated Cost of Contract: The County intends to retain two (2) qualified consultants/team of firms for two (2) separate Non-Exclusive Professional Services Agreements (PSA) each with an effective term of five (5) years, with two (2) five-year options to extend. Each PSA has a total maximum compensation of twenty-five million dollars (\$25,000,000.00) for the initial five-year term, exclusive of any contingency allowances or fees. At the County's sole discretion, if the option(s) to extend the PSAs are exercised, the total maximum compensation for each option to extend will be \$3,750,000, exclusive of any contingency allowances or fees.

Participation Restrictions: The firms awarded a Professional Services Agreement (PSA) under ISD Project No. E17-MDAD-02A - General MEP Engineering and Design Services and E16-MDAD-08 - General Special Systems Engineering Services and their subconsultants are precluded from participating in this solicitation.

Disadvantaged Business Enterprise Goal: On December 20, 2019, the Internal Services Department's Small Business Development Division established a 25.00% Disadvantaged Business Enterprise goal.

Advertisement Date: December 16, 2019

Number of Proposals Received: Five (5) proposals were received by the submittal deadline of January 31, 2020.

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

Business Enterprise Compliance Review: Please refer to the attached Revised Compliance Review Memorandum dated February 19, 2020.

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

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

During the selection process there were multiple delays experienced. The Notice to Professional Consultants was approved for advertisement in December 2019, but the names of the recommended Competitive Selection Committee members were not provided by the Miami-Dade Aviation Department until August 2020. Further, upon completion of background checks by the Office of Commission Auditor, the Commission on Ethics and Public Trust recommended the replacement of two Competitive Selection Committee members. Thereafter, a revised Competitive Selection Committee appointment memo was issued in November 2020.

First Tier Results: The First Tier meeting was held on November 6, 2020. The Competitive Selection Committee was tasked with evaluating the experience and qualifications of the Proposers, and scoring and ranking the proposals in accordance with the evaluation criteria outlined in the solicitation. The Competitive Selection Committee scored all responsive and responsible proposals. During the evaluation process, all ties were broken using the standard tie-breaking procedure, as described in Section 3.3, Proposal Evaluation, of the Notice to Professional Consultants. Please refer to the attached First Tier Tabulation Sheet.

The Competitive Selection Committee elected, by majority vote, to invite the four (4) highest ranked proposers to advance to the Second Tier phase.

Second Tier Results: The Second Tier meeting was held on December 7, 2020. Hill International, Inc. and CBRE Heery, Inc., the two highest ranked firms, were recommended for negotiations by the Competitive Selection Committee. During the evaluation process, all ties were broken using the standard tie-breaking procedure, as described in Section 3.3, Proposal Evaluation, of the Notice to Professional Consultants. Please refer to the attached Second Tier Tabulation Sheet.

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

- Amado Gonzalez, A&E Consultant Selection Coordinator, Non-Voting Chairperson, Internal Services Department (ISD)
- Felix Pereira, Chief of Designs, Miami-Dade Aviation Department

- Jeve Clayton, Special Projects Administrator 1, Miami-Dade Aviation Department
- Ammad Riaz, Chief of Aviation Planning, Miami-Dade Aviation Department
- Basil A. Binns, Assistant Director for Business Development & Marketing, PortMiami

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

RANKING OF RESPONDENTS

Hill International, Inc.

Final Ranking – 1

Total Ordinal Score – 7

Total Qualitative Points – 463

CBRE Heery, Inc.

Final Ranking – 2

Total Ordinal Score – 10

Total Qualitative Points – 454

The following firms will serve as alternates:

Jacobs Engineering Group, Inc.

Final Ranking – 3

Total Ordinal Score – 16

Total Qualitative Points – 439

WSP USA, Inc.

Final Ranking – 4

Total Ordinal Score – 17

Total Qualitative Points – 430

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

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

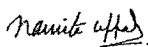
If approved, the Negotiation Committee will proceed with contract negotiations in accordance with Section 2-10.4(6) of the Code of Miami-Dade County, and submit the signed contracts to be presented to the Board of County Commissioners for final approval, no later than 60 days from the date of this memorandum.

Negotiations Authorization
MIA Capital Improvement Program Specialized Services
ISD Project No. A18-MDAD-01
Page 4

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

Approved:

for



Digitally signed by Namita Uppal,
Chief Procurement Officer
DN: cn=Namita Uppal, Chief
Procurement Officer, o=Miami-
Dade County, ou=Strategic
Procurement Division, Internal
Services,
email=namita.uoppal@miamidade.
gov, c=US
Date: 2021.01.25 17:23:19 -05'00'

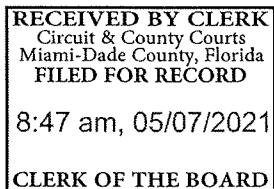
Tara C. Smith
Director

Date

Attachments:

1. List of Respondents
2. DBE Compliance Review
3. First Tier Tabulation Sheet
4. Second Tier Tabulation Sheet

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



Memorandum



Date: May 5, 2021

To: Tara C. Smith, Director
Internal Services Department

Through: Namita Uppal, C.P.M., Chief Procurement Officer
Internal Services Department

From: *Po* ✓ Amado Gonzalez, A&E Consultant Selection Coordinator
Chairperson, Competitive Selection Committee

Namita Uppal

Digitally signed by Namita Uppal
DN: cn=Namita Uppal,
o=Miami Dade County,
ou=Chief Procurement
Officer,
email=uppaln@miamidade.g
ov, c=US
Date: 2021.05.06 11:13:35
-04'00'

Paul W. Vichin

Subject: NEGOTIATION AUTHORIZATION-REVISION TO NEGOTIATION COMMITTEE
Miami-Dade Aviation Department
Capital Improvement Program Specialized Services
ISD Project No. A18-MDAD-01

This Negotiation Authorization Memorandum–Revision modifies the composition of the Negotiation Committee, previously appointed in the Negotiation Authorization memorandum dated January 25, 2021 (attached).

The Miami-Dade Internal Services Department (ISD) is hereby adding Mr. Omar Meitin, Florida Department of Transportation (FDOT) to replace Mr. Jeve Clayton (MDAD) who is now serving as a staff member to Commissioner Danielle Cohen Higgins (District 8).

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

- Amado Gonzalez, A&E Consultant Selection Coordinator, Non-Voting Chairperson, Internal Services Department (ISD)
- Felix Pereira, Chief of Designs, Miami-Dade Aviation Department
- Ammad Riaz, Chief of Aviation Planning, Miami-Dade Aviation Department
- Basil A. Binns, Assistant Director for Business Development & Marketing, PortMiami
- **Omar Meitin, District Traffic Operations Engineer, FDOT**

Approved:

Tara C. Smith
Digitally signed by
Tara C. Smith
Date: 2021.05.06
13:40:13 -04'00'

Tara C. Smith
Director

Date

Attachment:

Negotiation Authorization Memorandum dated January 25, 2021

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



MIAMI DADE COUNTY
INTERNAL SERVICES DEPARTMENT

LIST OF RESPONDENTS

Project Name: Capital Improvement Programs Specialized Services

Project No.: A18-MDAD-01

Measures: DBE 25%

No. of Agreements: 2

Contract Type: PROFESSIONAL SERVICES AGREEMENT

Submittal Date: 01/31/2020

Team No.: 1

Prime Name: CBRE HEERY INC

FEIN No.: 580827945

Trade Name:

Sub-Consultants Name	Trade Name	Subs FEIN No.
a. EAC CONSULTING INC		650519739
b. HAMMOND & ASSOCIATES INC		650083957
c. BEKKA GROUP INC		455612715
d. DE ZAYAS BITAR CONSTRUCTION COMPANY		650945837

Team No.: 2

Prime Name: WSP USA INC

FEIN No.: 111531569

Trade Name:

Sub-Consultants Name	Trade Name	Subs FEIN No.
a. 300 ENGINEERING GROUP PA		562612529
b. AECOM TECHNICAL SERVICES INC		952661922
c. BND ENGINEERS INC		650421519
d. DISAMERICA CONSULTING GROUP, INC.		471187266
e. NOVA CONSULTING INC		650577672
f. PROGRAM CONTROLS INC		043640855
g. SANJEEV SHAH, INC.		474128607
h. MCO CONSTRUCTION & SERVICES INC		650400906
i. THE VAILON GROUP, INC.		261204483

Team No.: 3

Prime Name: JACOBS ENGINEERING GROUP INC

FEIN No.: 954081636

Trade Name:

Sub-Consultants Name	Trade Name	Subs FEIN No.
a. GANNETT FLEMING INC		251613591
b. CES CONSULTANTS INC		650792884
c. HBC ENGINEERING COMPANY		223936061
d. G-T CONSTRUCTION GROUP INC		650723679



MIAMI DADE COUNTY
INTERNAL SERVICES DEPARTMENT

LIST OF RESPONDENTS

Project Name: Capital Improvement Programs Specialized Services

Project No.: A18-MDAD-01

Measures: DBE 25%

No. of Agreements: 2

Contract Type: PROFESSIONAL SERVICES AGREEMENT

Submittal Date: 01/31/2020

Team No.: 4

Prime Name: HILL INTERNATIONAL INC

FEIN No.: 200953973

Trade Name:

Sub-Consultants Name	Trade Name	Subs FEIN No.
a. BERMELLO AJAMIL & PARTNERS INC		591722486
b. T Y LIN INTERNATIONAL		941598707
c. ALLEGUEZ ARCHITECTURE INC		043639417
d. ARCHITECTURAL DESIGN CONSORTIUM INC		650266900
e. ALPHA CONSTRUCTION & ENGINEERING CORPORATION	ALPHA CORPORATION	521162258
f. FRAGA ENGINEERS, LLC		204038436
g. NIFAH & PARTNERS CONSULTING ENGINEERS, INC		650604266
h. TJJA ARCHITECTS PA		651078531
i. SHARP 10 GROUP, LLC		471073410
j. ALFREDO J. BALSERA, P.A. DBA BALSERA COMMUNICATIONS, INC		650875077
k. PACO TECHNOLOGIES INC.		113113623

Team No.: 5

Prime Name: CSA CENTRAL INC

FEIN No.: 311446286

Trade Name:

Sub-Consultants Name	Trade Name	Subs FEIN No.
a. BASULTO & ASSOCIATES INC		650437722
b. CPM NORTH AMERICA PLLC		473185079
c. HP CONSULTANTS INC		270014034
d. KIMLEY-HORN & ASSOCIATES INC		560885615
e. LAKES ENGINEERING, INC.		462231442
f. MCFARLAND-JOHNSON, INC.	MCFARLAND JOHNSON	160770183
g. PEREZ & PEREZ ARCHITECTS PLANNERS INC		592400309
h. PMA CONSULTANTS LLC		383327768
i. TJJA ARCHITECTS PA		651078531
j. DISAMERICA CONSULTING GROUP, INC.		471187266
k. EV SERVICES INC		205779421

FIRST TIER MEETING		COMPETITIVE SELECTION COMMITTEE					SUB-TOTAL	TOTAL & ADJ. QUALITATIVE SCORE	TOTAL ADJ. ORDINAL SCORES	ORDINAL RANKING	FINAL RANK
November 6, 2020		Felix Pereira (MDAD)	Jeve Clayton (MDAD)	Basil Birns (SeaPort)	Omar Meitin (FDOT)	Alice Arguelles (MDPLS)					
Miami-Dade Aviation Department (MDAD)											
Capital Improvement Programs Specialized Services											
TABULATION SHEET											
ISD PROJECT NO. A18-MDAD-01											
NAME OF FIRM(S)											
1	CBRE HEERY INC										
	1A - Qualification of firms including team members associated to the project (Max. 50 points)	50	44	48	48	48	238				
	2A - Knowledge and Past Experience of similar type projects (Max. 20 points)	20	17	20	19	19	95				
	3A - Past Performance of the Firms (Max. 20 points)	20	16	18	20	18	92				
	4A - Amount of Work Awarded and Paid by the County (Max. 5 points)	3	4	4	5	5	21				
	5A - Ability of team members to interface with the County (Max 5 points)	5	4	5	5	5	24				
		98	85	95	97	95		470			
	Ordinal Scores	2	1	1	1	3					
	Dropped Ordinal Scores		1			3			4	1	1
	Dropped Qualitative Scores	98	85								
	Tie-Breaker(CSC Ords)-Criterion 1A,2A,3A,4A,5A, then Total Qual. Points for 1A,2A,3A,4A,5A							287			
	Tie-Breaker (Total Ord. Score)-Total Adjusted Qual. Points, then Total Qual. Points for 1A,2A,3A,4A,5A										
2	WSP USA INC										
	1A - Qualification of firms including team members associated to the project (Max. 50 points)	40	36	45	47	49	217				
	2A - Knowledge and Past Experience of similar type projects (Max. 20 points)	15	13	19	18	19	84				
	3A - Past Performance of the Firms (Max. 20 points)	15	15	18	20	19	87				
	4A - Amount of Work Awarded and Paid by the County (Max. 5 points)	1	1	1	1	1	5				
	5A - Ability of team members to interface with the County (Max 5 points)	4	3	5	5	5	22				
		75	68	88	91	93		415			
	Ordinal Scores	4	5	2	5	4					
	Dropped Ordinal Scores			2	5				13	4	4
	Dropped Qualitative Scores		68			93					
	Tie-Breaker(CSC Ords)-Criterion 1A,2A,3A,4A,5A, then Total Qual. Points for 1A,2A,3A,4A,5A							254			
	Tie-Breaker (Total Ord. Score)-Total Adjusted Qual. Points, then Total Qual. Points for 1A,2A,3A,4A,5A										

FIRST TIER MEETING November 6, 2020		COMPETITIVE SELECTION COMMITTEE					SUB-TOTAL	TOTAL & ADJ. QUALITATIVE SCORE	TOTAL ADJ. ORDINAL SCORES	ORDINAL RANKING	FINAL RANK
Miami-Dade Aviation Department (MDAD) Capital Improvement Programs Specialized Services		Felix Pereira (MDAD)	Jeve Clayton (MDAD)	Basil Binns (SeaPort)	Omar Melin (FDOT)	Alice Arguelles (MDPLS)					
TABULATION SHEET ISD PROJECT NO. A18-MDAD-01											
3	JACOBS ENGINEERING GROUP INC										
	1A - Qualification of firms including team members associated to the project (Max. 50 points)	42	44	43	48	49	226				
	2A - Knowledge and Past Experience of similar type projects (Max. 20 points)	17	15	18	19	20	89				
	3A - Past Performance of the Firms (Max. 20 points)	17	16	17	20	18	88				
	4A - Amount of Work Awarded and Paid by the County (Max. 5 points)	2	2	3	3	3	13				
	5A - Ability of team members to interface with the County (Max 5 points)	4	3	4	5	5	21				
		82	80	85	95	95		437			
	Ordinal Scores	3	3	3	2	2					
	Dropped Ordinal Scores		3		2				8	3	3
	Dropped Qualitative Scores		80		95			262			
	Tie-Breaker(CSC Ords)-Criterion 1A,2A,3A,4A,5A, then Total Qual. Points for 1A,2A,3A,4A,5A.										
	Tie-Breaker (Total Ord. Score)-Total Adjusted Qual. Points, then Total Qual. Points for 1A,2A,3A,4A,5A										
4	HILL INTERNATIONAL INC										
	1A - Qualification of firms including team members associated to the project (Max. 50 points)	50	43	40	48	49	230				
	2A - Knowledge and Past Experience of similar type projects (Max. 20 points)	20	17	16	17	20	90				
	3A - Past Performance of the Firms (Max. 20 points)	20	17	17	20	19	93				
	4A - Amount of Work Awarded and Paid by the County (Max. 5 points)	4	4	2	2	2	14				
	5A - Ability of team members to interface with the County (Max 5 points)	5	4	3	5	5	22				
		99	85	78	92	95		449			
	Ordinal Scores	1	2	5	3	1					
	Dropped Ordinal Scores			5		1			6	2	2
	Dropped Qualitative Scores	99		78				272			
	Tie-Breaker(CSC Ords)-Criterion 1A,2A,3A,4A,5A, then Total Qual. Points for 1A,2A,3A,4A,5A.										
	Tie-Breaker (Total Ord. Score)-Total Adjusted Qual. Points, then Total Qual. Points for 1A,2A,3A,4A,5A										

FIRST TIER MEETING		COMPETITIVE SELECTION COMMITTEE					SUB-TOTAL	TOTAL & ADJ. QUALITATIVE SCORE	TOTAL ADJ. ORDINAL SCORES	ORDINAL RANKING	FINAL RANK
November 6, 2020		Felix Pereira (MDAD)	Jeve Clayton (MDAD)	Basil Binns (SeaPort)	Omar Meitin (FDOT)	Alice Arguelles (MDPLS)					
Miami-Dade Aviation Department (MDAD)											
Capital Improvement Programs Specialized Services											
TABULATION SHEET											
ISD PROJECT NO. A18-MDAD-01											
5	CSA CENTRAL INC										
	1A - Qualification of firms including team members associated to the project (Max. 50 points)	30	39	39	45	42	195				
	2A - Knowledge and Past Experience of similar type projects (Max. 20 points)	10	15	15	18	17	75				
	3A - Past Performance of the Firms (Max. 20 points)	12	15	18	20	18	83				
	4A - Amount of Work Awarded and Paid by the County (Max. 5 points)	5	4	5	4	4	22				
	5A - Ability of team members to interface with the County (Max 5 points)	3	3	3	5	4	18				
		60	76	80	92	85		393			
	Ordinal Scores	5	4	4	4	5					
	Dropped Ordinal Scores	5	4						13	4	5
	Dropped Qualitative Scores	60			92			241			
	Tie-Breaker(CSC Ords)-Criterion 1A,2A,3A,4A,5A, then Total Qual. Points for 1A,2A,3A,4A,5A.										
	Tie-Breaker (Total Ord. Score)-Total Adjusted Qual. Points, then Total Qual. Points for 1A,2A,3A,4A,5A										
	Amado Gonzalez, Chairperson										

SECOND-TIER MEETING December 7, 2020 Capital Improvement Programs Specialized Services ISD PROJECT NO. A18-MDAD-01 TABULATION SHEET	COMMITTEE MEMBERS					SUB-TOTAL	TOTAL QUALITATIVE POINTS	TOTAL ORDINAL SCORES	ORDINAL RANKING	FINAL RANK
	Felix Pereira (MDAD)	Jeve Clayton (MDAD)	Basil Binns (SeaPort)	Onar Melitin (FDOT)	Alice Arguelles (MDPLS)					
NAME OF FIRM(S)										
WSP USA INC										
1B - Knowledge of Project Scope (50 points)	40	41	44	45	50	220				
2B - Qualifications of team members assigned to the project (40 points)	35	33	35	32	38	173				
3B - Ability to provide required services within schedule and budget (10 points)	7	7	7	8	8	37				
ORDINAL SCORES	82	81	86	85	96	430	430			
	4	4	3	4	2	17		17	4	4
Tie Breaker (TB) 1, 2, 3, Criteria (CR) 1B, 2B, 3B, Total Qualitative Points 1B, 2B, 3B										
JACOBS ENGINEERING GROUP INC										
1B - Knowledge of Project Scope (50 points)	45	42	42	47	49	225				
2B - Qualifications of team members assigned to the project (40 points)	35	35	35	35	38	178				
3B - Ability to provide required services within schedule and budget (10 points)	8	7	5	10	6	36				
ORDINAL SCORES	88	84	82	92	93	439	439			
	3	3	4	3	3	16		16	3	3
Tie Breaker (TB) 1, 2, 3, Criteria (CR) 1B, 2B, 3B, Total Qualitative Points 1B, 2B, 3B										
HILL INTERNATIONAL INC										
1B - Knowledge of Project Scope (50 points)	49	42	44	49	49	233				
2B - Qualifications of team members assigned to the project (40 points)	38	35	36	38	40	187				
3B - Ability to provide required services within schedule and budget (10 points)	10	9	6	9	9	43				
ORDINAL SCORES	97	86	86	96	98	463	463			
	2	1	2	1	1	7		7	1	1
Tie Breaker (TB) 1, 2, 3, Criteria (CR) 1B, 2B, 3B, Total Qualitative Points 1B, 2B, 3B										
CBRE HEERY INC										
1B - Knowledge of Project Scope (50 points)	49	43	47	48	42	229				
2B - Qualifications of team members assigned to the project (40 points)	39	34	36	39	35	183				
3B - Ability to provide required services within schedule and budget (10 points)	10	7	8	9	8	42				
ORDINAL SCORES	98	84	91	96	85	454	454			
	1	2	1	2	4	10		10	2	2
Tie Breaker (TB) 1, 2, 3, Criteria (CR) 1B, 2B, 3B, Total Qualitative Points 1B, 2B, 3B										
Amado Gonzalez, ISD Chairperson										



MEMORANDUM

(Revised)

TO: Honorable Chairman Jose "Pepe" Diaz
and Members, Board of County Commissioners

DATE: June 15, 2021

FROM: 
Gerald K. Sanchez
First Assistant County Attorney

SUBJECT: Agenda Item No. 8(A)(2)

Please note any items checked.

- ☐ "3-Day Rule" for committees applicable if raised
- ☐ 6 weeks required between first reading and public hearing
- ☐ 4 weeks notification to municipal officials required prior to public hearing
- ☐ Decreases revenues or increases expenditures without balancing budget
- ☐ Budget required
- ☐ Statement of fiscal impact required
- ☐ Statement of social equity required
- ☐ Ordinance creating a new board requires detailed County Mayor's report for public hearing
- ☐ No committee review
- ☐ Applicable legislation requires more than a majority vote (i.e., 2/3's present ____, 2/3 membership ____, 3/5's ____, unanimous ____, 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(A)(2)
6-15-21

RESOLUTION NO. R-595-21

RESOLUTION APPROVING PROFESSIONAL SERVICES AGREEMENT BETWEEN MIAMI-DADE COUNTY AND HILL INTERNATIONAL, INC. FOR CAPITAL IMPROVEMENT PROGRAM SPECIALIZED SERVICES, CONTRACT NO. A18-MDAD-01 IN AN AMOUNT NOT TO EXCEED \$35,839,375.00 FOR A TERM OF FIVE YEARS WITH TWO FIVE-YEAR OPTIONS TO RENEW; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE THE AGREEMENT AND TO EXERCISE THE TERMINATION PROVISIONS CONTAINED THEREIN

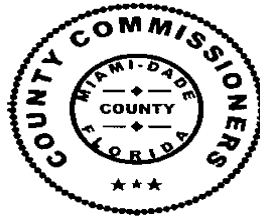
WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum and documents, copies of which are incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board hereby approves the award of the Professional Services Agreement to Hill International, Inc., for Capital Improvement Program Specialized Services, Contract No. A18-MDAD-01, in an amount not to exceed \$35,839,375.00 and for a term of five years with two five-year options to renew, in substantially the form attached hereto and made a part hereof, and authorizes the County Mayor or County Mayor's designee to execute the agreement and to exercise the termination provisions contained therein.

The foregoing resolution was offered by Commissioner **Keon Hardemon** , who moved its adoption. The motion was seconded by Commissioner **Oliver G. Gilbert, III** and upon being put to a vote, the vote was as follows:

	Jose "Pepe" Diaz, Chairman	aye	
	Oliver G. Gilbert, III, Vice-Chairman	aye	
Sen. René García	aye	Keon Hardemon	aye
Sally A. Heyman	aye	Danielle Cohen Higgins	aye
Eileen Higgins	aye	Joe A. Martinez	aye
Kionne L. McGhee	aye	Jean Monestime	aye
Raquel A. Regalado	aye	Rebeca Sosa	aye
Sen. Javier D. Souto	aye		

The Chairperson thereupon declared this resolution duly passed and adopted this 15th day of June, 2021. 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.

A handwritten signature in dark ink, appearing to read "DMM".

David M. Murray

**CAPITAL IMPROVEMENT PROGRAM
SPECIALIZED SERVICES
PROFESSIONAL SERVICES AGREEMENT
CONTRACT NO.: A18-MDAD-01A**

This AGREEMENT made as of the _____ day of _____ in the year 20____, between

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

and the Architect/Engineer: Hill International, Inc.

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

For the Project: Under this Agreement, the Consultant will provide various technical and administrative support staff to MDAD to support and augment MDAD or their consultants in an integrated fashion in fulfilling the County's responsibilities to complete the remaining design, construction and commissioning of the Capital Improvement Program ("CIP" or "Program").

Hill International, Inc. is precluded from participation in any team recommended for award for any related capital improvement project (CIP) project at any MDAD facility.

Subconsultants of **Hill International, Inc.** awarded under ISD Project No. A18-MDAD-01 may compete to participate in a related future CIP project as a Prime or Subconsultant not being managed by their respective team under ISD Project No. A18-MDAD-01.

MDAD reserves the right to amend its conflict-of-interest policy or conditions noted above in order to manage the CIP projects for this solicitation or any future CIP projects.

The Owner and Architect/Engineer agree as set forth herein:

PROFESSIONAL SERVICES AGREEMENT

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PARTICIPATION FORM AND BIDDER’S LIST

AFFIDAVITS

CERTIFICATE OF INSURANCE

WITNESSETH

ARTICLE 1

DEFINITIONS

- 1.1 **ADDITIONAL SERVICES:** Those services, in addition to the Basic Services in this Agreement, which the Architect/Engineer shall perform at Owner's option and when authorized by Service Order(s) in accordance with the terms of this Agreement.
- 1.2 **AFFIRMATIVE ACTION:** Action to be taken by the Architect/Engineer pursuant to a written, results-oriented program, meeting the requirements of 41 CFR Part 60, in which the Architect/Engineer details the steps to be taken to ensure equal employment opportunity, including, where appropriate, remedying discrimination against an affected class, or other actions, as necessary.
- 1.3 **AGREEMENT:** This written Agreement between the Owner and the Architect/Engineer, including the Appendices attached hereto and all Amendments and Service Orders issued by the Owner hereunder.
- 1.4 **ALLOWANCE ACCOUNT(S):** Account(s) in which stated dollar amount(s) may be included in this Agreement for the purpose of funding portions of the Services or the Work. Allowance Accounts are included in this Agreement to pay for Additional Services, Work Site Services, Dedicated Services, or Inspector General Services. Services to be paid from these Allowance Accounts shall be authorized by Service Order prior to the commencement of the work under the Service Order.
- 1.5 **AMENDMENT:** A written modification to this Agreement executed by the Architect/Engineer and the Owner covering changes, additions, or reductions in the terms of this Agreement.
- 1.6 **ARCHITECT/ENGINEER (A/E):** The named entity on page 1 of this Agreement. Also referred to as Consultant.
- 1.7 **ART IN PUBLIC PLACES:** A department of Miami-Dade County that is responsible for initiating and overseeing the incorporation of art into new County facilities.
- 1.8 **BASIC SERVICES:** Those services that the Architect/Engineer shall perform in accordance with the terms of the Agreement as directed and authorized by a Service Order(s). Any Services not specifically addressed as Additional Services, Work Site Services, or Dedicated Services are considered Basic Services.
- 1.9 **BASIC SERVICES FEE:** The basis for compensation of the Architect/Engineer for the Basic Services performed under this Agreement.

- 1.10 CHANGE ORDER: A written agreement executed by the Owner, the Contractor and the Contractor's Surety, covering modifications to the Contract.
- 1.11 CONSTRUCTABILITY: The optimum use of construction knowledge and experience in planning, design, procurement, and field operations to achieve overall Project objectives.
- 1.12 CONSTRUCTION COST: Actual cost of the Work established in the Contract Documents and as they may be amended from time to time.
- 1.13 CONTRACT DOCUMENTS: The legal agreement between the Owner and the Contractor for performance of Work. The documents prepared by the Architect/Engineer in accordance with the requirements of a Service Order(s) issued hereunder that form the basis for which the Owner can receive bids for the Work included in the documents. The Contract Documents shall include, but not necessarily be limited to, the Advertisement for Bids, Instructions to Bidders, Bid Form, Bid Bond, Contract Summary, Surety Performance and Payment Bond, General Conditions, Special Provisions, Division 1, Technical Specifications, and Plans together with all Addenda, and subsequent Change Orders, and Work Orders.
- 1.14 CONSTRUCTION INSPECTION SERVICES (CIS) MANUAL: A manual provided by the Owner which prescribes the services, procedures, forms and guidelines for use by the Architect/Engineer and other Design Professionals as provided by Service Order. This manual is made a part of this Agreement by reference.
- 1.15 CONTRACTOR: The firm, company, corporation or joint venture contracting with the Owner for performance of Work covered in the Contract Documents.
- 1.16 DAYS: Reference made to Days shall mean consecutive calendar days.
- 1.17 DEDICATED SERVICES: Services performed pursuant to a Dedicated Allowance Account(s) that are beyond the requirements for Basic Services and Additional Services under this Agreement and shall be performed as required upon receipt of a Service Order. Such Services, if any, are specified in the Special Provisions.
- 1.18 DEFECT(S): Refers to any part of the Work that does not follow the Contract Documents, does not meet the requirements of a reference standard, test or inspection specified in the Contract Documents, does not properly function, is broken, damaged or of inferior quality, or is incomplete. The adjective "defective" when it modifies the words "Work" or "work" shall have the same connotation as Defect.
- 1.19 DELIVERABLES REQUIREMENTS MANUAL: A manual provided by the Owner that prescribes the deliverables and their content to be provided by design professionals. This manual is made a part of this Agreement by reference.

- 1.20 DEPARTMENT (MDAD): Miami-Dade Aviation Department, a department of Miami - Dade County Government, sometimes referred to as Owner, represented by and acting through the Director or his Designee (s).
- 1.21 DESIGN DELIVERABLES: Deliverables to be presented and Services to be performed by the Architect/Engineer at various Phases of design. The design deliverables are to comply with the requirements of the Deliverables Requirements Manual and/or Service Order.
- 1.22 DESIGN DEVELOPMENT: That portion of the Services comprising Phase 2 of the Basic Services which the Architect/Engineer shall perform in accordance with the terms of this Agreement when directed and authorized by Service Order.
- 1.23 DESIGN GUIDELINES MANUAL: A manual provided by the Owner which comprises design standards and guidelines for use by the Architect/Engineer and other Design Professionals as provided by Service Order.
- 1.24 DESIGN SCHEDULE AND COST MANAGEMENT PLAN (DSCMP): A progress schedule and earned value measurement plan for the Design Deliverables that will be developed by the Architect/Engineer in accordance with the Project and Phase schedule provided by the Owner. The DSCMP shall meet all Project and Phase milestones in the Owner provided schedule and shall be approved by the Project Manager. The Design Schedule and Cost Management Plan (DSCMP) earned value procedures are based upon the agreed weighted percentage values of the deliverables for each Basic Services Phase.
- 1.25 DIRECT SALARIES: Monies paid at regular intervals to personnel other than principals of the Architect/Engineer directly engaged by the Architect/Engineer on the Project, as reported to the Director of United States Internal Revenue Service and billed to the Owner hereunder on a Multiple of Direct Salaries basis pursuant to a Service Order for Additional Services under this Agreement. Personnel directly engaged on the Project by the Architect/Engineer may include architects, engineers, designers, and specifications writers engaged or assisting in research, production of drawings, specifications and related documents, Work Related Services and other services pertinent to the Project Elements.
- 1.26 DIRECTOR: The Director of the Miami-Dade Aviation Department or authorized representative(s) designated in writing with respect to a specific matter(s) concerning the Services.
- 1.27 EQUAL EMPLOYMENT OPPORTUNITY: Opportunity provided by the Architect/Engineer pursuant to Executive Order 11246, as amended, and required to be part of all contracts covered by said Executive Order.
- 1.28 FIELD REPRESENTATIVE: An authorized representative of the Owner providing administrative and construction inspection services during the pre-construction, construction, and closeout Phases of the Contract.

- 1.29 GREEN BUILDING CERTIFICATION INSTITUTE (GBCI): the designated organization responsible for administering the LEED certification program.
- 1.30 FIXED LUMP SUM: A basis for compensation of the Architect/Engineer for Services performed.
- 1.31 LEED (Leadership in Energy and Environmental Design): The United States Green Building Council (USGBC) created LEED as a rating system for green building practices.
- 1.32 LEED AP: A person(s) that is an employee of the A/E or is a Sub-consultant to the A/E that is certified by the GBCI or successor entity in the specialty specified in the Request for Qualifications/Proposals for this Project. The LEED AP shall (1) assist the Owner in the Project LEED registration, application and certification process; (2) coordinate and otherwise guide the A/E in the design of the Project in order to achieve the points needed for the desired LEED certification; and (3) monitor the Contractor for the documentation required to meet the Contractor's obligations to achieve the LEED credit points stipulated in the Contract Documents.
- 1.33 LEED CERTIFICATION DOCUMENTS: Reports, documents or other data required to apply for and obtain the desired LEED certification.
- 1.34 LEED CERTIFICATION PLAN: Plan developed by the LEED AP to develop and monitor the documentation required during design and construction for the LEED certification application process.
- 1.35 LEED STATUS REPORT: A periodic report produced by the LEED AP to inform the Owner and other stakeholders in the Project on the status of the design and construction relative to earning LEED credit points for the Project.
- 1.36 LIFE CYCLE COSTING: The process whereby all expenses associated with the operations, maintenance, repair, replacement and alteration costs of a facility or piece of equipment are identified and analyzed.
- 1.37 MIAMI-DADE AVIATION DEPARTMENT (MDAD or Department): A department of Miami- Dade County Government, sometimes referred to as Owner, represented by and acting through the Director or his Designee(s).
- 1.38 MULTIPLE OF DIRECT SALARIES: A basis for compensation of the Architect/Engineer for Services performed.
- 1.39 OWNER: Miami-Dade County acting through the Department. The term Owner as used in this Agreement shall exclude the regulatory departments of Planning, Development and Regulation (Building and Zoning); Department of Environmental Resources

Management (DERM); Public Works; the Fire Department and Water & Sewer; or their successors.

- 1.40 PLANS: The drawings prepared by the Architect/Engineer which show the locations, characters, dimensions and details of the Work to be done and which are parts of the Contract Documents.
- 1.41 PRINCIPAL: An executive manager of the Architect/Engineer or sub-consultant who is primarily involved in executive management of the Architect/Engineer's or sub-consultant's business and who is not significantly involved in the professional work of this Agreement.
- 1.42 PROBABLE CONSTRUCTION COST: The latest approved written estimate of Construction Cost to the midpoint of construction broken down by the 16 Division format developed by the Construction Specification Institute (CSI) or unit price bid items, including construction allowance contingencies, submitted to the Owner, in a format provided by the Owner, in fulfillment of the requirement(s) of this Agreement.
- 1.43 PROFESSIONAL CONSTRUCTION ESTIMATOR: An individual construction estimator affiliated with a professional firm, company, joint venture, or corporation to provide and analyze cost estimates of the Project and individual Project Elements or parts thereof in order to determine the Probable Construction Cost at each Phase of the Basic Services requiring the submittal of a Probable Construction Cost.
- 1.44 PROGRAM: A list of projects assigned to the Architect/Engineer by MDAD.
- 1.45 PROGRAM DIRECTOR: The Assistant Director of Facilities Development or his/her designee.
- 1.46 PROJECT: Project Elements and components of the Project Elements and Services set forth in this Agreement.
- 1.47 PROJECT BUDGET: Estimated cost for the Project, prepared by the Owner as part of the Program, including the estimated Construction Cost. The Project Budget may, from time to time, be revised or adjusted by the Owner, at its sole discretion, to accommodate approved modifications or changes to the Project or the scope of work.
- 1.48 PROJECT ELEMENT: A part of the Project for which Services are to be provided by the Architect/Engineer pursuant to this Agreement or by other consultants employed by the Owner.
- 1.49 PROJECT MANAGER (PM): Individual designated by the Director to represent the Owner during the design and construction of the Project.
- 1.50 PROLONGED PERIOD OF WORK-RELATED SERVICES: The period from the original completion date of the construction Contract(s) as awarded to the date of actual,

official acceptance by the Owner of the Report of Contract Completion furnished by the Architect/Engineer. A Prolonged Period of Work-Related Services may occur where the contractor is entitled to, or has received, a time extension which extends the construction contract beyond the original completion date of the Contract, as awarded, and may also occur where the contractor does not timely complete the Contract.

- 1.51 PUNCH LIST: A running list of defects in the Work as determined by the Architect/Engineer performing Work Related Services, with input from the Field Representative and the Project Manager. The initial edition of the Punch List is modified in succeeding editions to reflect corrected and completed work as well as newly observed defects, until the time of Final Acceptance.
- 1.52 RECORD DRAWINGS (AS-BUILT DRAWINGS): Reproducible drawings showing the final completed Work as built, including any change to the Work performed by the Contractor pursuant to the Contract Documents which the Architect/Engineer considers significant based on marked-up as-built prints, drawings, and other data furnished by the Contractor.
- 1.53 REIMBURSABLE EXPENSES: Those expenses delineated in Article 5 "Reimbursable Expenses" of this Agreement which are separately approved by the Owner that are incurred by the Architect/Engineer in the fulfillment of this Agreement and which are to be compensated to the Architect/Engineer in addition to the Basic Services Fee.
- 1.54 REVIEW SET: A partial or complete set of Contract Documents, provided by the Architect/Engineer in accordance with the Deliverables Requirements Manual and/or Service Order, at the specified percentage of completion of a Phase of the Basic Services as provided for in this Agreement, on which the Owner may provide written review comments and acceptance of Services. Any review will be general in nature and shall not constitute a detailed checking of the Architect/Engineer's work nor relieve the Architect/Engineer of the responsibility for the completeness and accuracy of its Services.
- 1.55 SCHEMATIC DESIGN: That portion of the Services comprising Phase 1B of the Basic Services which the Architect/Engineer shall perform in accordance with the terms of this Agreement.
- 1.56 SERVICE ORDER: A written order (consecutively numbered for reference and control purposes) initiated by the Project Manager in accordance with this Agreement and countersigned by the Director or his designee and by the Architect/Engineer, directing the Architect/Engineer to perform or modify the performance of any portion of the Services. A Service Order may not modify, waive, or alter any provision of this Agreement.
- 1.57 SERVICES: All services, work and actions by the Architect/Engineer performed pursuant to or undertaken under this Agreement.

- 1.58 SUB-CONSULTANT: An independent firm, company, joint venture, corporation or individual under contract with and compensated by the Architect/Engineer to perform a portion of the Services required hereunder.
- 1.59 SUBSTANTIAL COMPLETION: The stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the Project for its intended use and shall occur when the Architect/Engineer issues a certificate of Substantial Completion. At this stage, all Punch List work should be able to be completed by the Contractor in less than sixty (60) calendar days. The Certificate of Substantial Completion shall not be issued prior to the Contractor obtaining a Final Certificate of Occupancy or a Temporary Certificate of Occupancy from the Building Department, and a Final Certificate of Use or a Temporary Certificate of Use from the Zoning Department.
- 1.60 USER: Entities such as, but not limited to, concessionaires, service managers, airlines, public utilities, and governmental agencies, excluding agencies of the Owner, that have entered into agreements with the Owner for use of portions of the Miami International Airport and/or the general aviation airports under the control of the Department.
- 1.61 USER REVIEW: A review of all design projects by a group which represents the operational aspects of the Airport including MDAD operations and maintenance staff, concessionaires, tenants, service managers, airlines, public utilities, governmental agencies, and other Airport users, to ensure that program and operational needs are being met.
- 1.62 VALUE ANALYSIS (VA): The systematic application of recognized techniques for optimizing both cost and performance in a new or existing facility or to eliminating items that add cost without contributing to required functions.
- 1.63 WORK: All labor, materials, tools, equipment, services, methods, procedures, etc., necessary or convenient to performance by the Contractor of all duties and obligations imposed by the Contract Documents and representing the basis upon which the total consideration is paid or payable to the Contractor for the performance of such duties and obligations.
- 1.64 WORK ORDER: A written order, authorized by the Owner, directing the Contractor to perform work under a specific Allowance Account(s) or which directs the Contractor to perform a change in the work that does not have a monetary impact.
- 1.65 WORK SEQUENCING SCHEDULE AND STAGING PLAN: Plans prepared by the Architect/Engineer showing the stage-by-stage sequence of construction, the impact on adjacent or related facilities and on Airport operations, as well as other features, as necessary, related to the overall schedule of construction.
- 1.66 WORK-SITE SERVICES: Those optional portions of the Services involving the providing of on-site resident services, that the Architect/Engineer shall perform as the

Field Representative in accordance with the terms of this Agreement if directed and authorized by Service Order(s).

ARTICLE 2

INFORMATION TO BE FURNISHED BY THE OWNER

- 2.1 **INFORMATION TO BE FURNISHED BY THE OWNER:** The Owner will furnish the Architect/Engineer the information listed in the Special Provisions on an as needed basis.
- 2.2 **OBLIGATION OF THE ARCHITECT/ENGINEER:** The Architect/Engineer understands that it is obligated to verify to the extent it deems necessary all information furnished by the Owner and that it is solely responsible for the accuracy and applicability of all such information used by said Architect/Engineer. Such verification shall include visual examination of existing conditions in all locations encompassed by the Project where such examination can be made without using destructive measures, e.g., excavation or demolition. Survey information shall be spot checked to the extent the Architect/Engineer has satisfied itself as to the reliability of the information.

ARTICLE 3

GENERAL PROVISIONS

3.1 INDEMNIFICATION AND HOLD HARMLESS

3.1.1 Pursuant to Florida Statutes 725.08 and notwithstanding the provisions of Florida Statutes 725.06, the Architect/Engineer shall indemnify and hold harmless the Owner, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Architect/Engineer and other persons employed or utilized by the Architect/Engineer in the performance of this Agreement.

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

3.1.3 This Section shall survive expiration or termination of this Agreement.

3.2 INSURANCE: The Architect/Engineer shall not be issued any Service Order under this Agreement until the insurance required hereunder has been obtained and the Owner has approved such insurance. The Architect/Engineer shall maintain required insurance coverage for the full term of this Agreement or for such longer period(s) as may be specifically required herein.

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

3.2.1 The Architect/Engineer shall provide (at its own cost):

- a. Workers' Compensation, as required by Chapter 440, Florida Statutes.
- b. 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 for bodily injury and property damage liability.

Under no Circumstances are vehicles permitted on the A.O.A. without increasing automobile coverage to \$5,000,000. Only company owned or

company leased vehicles leased from a leasing company will be permitted on the airfield. No such vehicles shall be permitted airfield access following final acceptance of the Work.

- c. Commercial General Liability Insurance on a comprehensive basis, including contractual liability, products, and completed operations, in an amount not less than \$1,000,000 combined single limit, per occurrence for bodily injury and property damage. Miami-Dade County must be an Additional Insured with respect to this coverage.
- d. The Architect/Engineer shall maintain at its sole cost Professional Liability Insurance (Errors and Omissions) in an amount not less than \$1,000,000 per claim providing for all sums which the Architect/Engineer shall be legally obligated to pay as damages for claims arising out of the Services performed by the Architect/Engineer or any person employed by him/her in connection with this Agreement. This insurance shall be maintained for one year after completion and acceptance by the Owner of the Services performed pursuant to this Agreement.

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

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

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

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

- 3.2.5 Immediate notification must be given to Miami-Dade County Risk Management Division and Miami-Dade County Aviation Department and/or its agent in case of accident or occurrence which might give rise to a claim under any policy provided by the County, or any policy on which the County is a joint insured.
- 3.2.6 Compliance with the foregoing requirements as to the carrying of insurance shall not relieve the Architect/Engineer from liability under any portion of this Contract.
- 3.2.7 Cancellation of any insurance or non-payment by the Architect/Engineer of any premium for any insurance policy or bonds required by this Contract shall constitute a breach of this Contract. In addition to any other legal remedies, Miami-Dade County at its sole option may terminate this Contract or pay such premiums and deduct the costs thereof from any amounts which are or may be due to the Architect/Engineer.
- 3.3 ASSIGNMENT: The Architect/Engineer shall not assign, transfer or convey this Agreement to any other person, firm, association, or corporation, in whole or in part. However, the Architect/Engineer will be permitted to cause portions of the services to be performed by sub-consultants, as authorized elsewhere herein.
- 3.4 PROVISION OF ITEMS NECESSARY TO COMPLETE SERVICES: In the performance of the Services prescribed herein, it shall be the responsibility of the Architect/Engineer to provide all salaries, wages, materials, equipment, sub-consultants and other purchased services, etc., necessary to complete said Services.
- 3.5 SUB-CONSULTANTS: All services provided by the Sub-consultants shall be consistent with those commitments made by the Architect/Engineer during the selection process and interview. Such services shall be pursuant to appropriate agreements between the Architect/Engineer and the Sub-consultants, which shall contain provisions that preserve and protect the rights of the Owner under this Agreement. Nothing contained in this Agreement shall create any contractual relationship between the Owner and the Sub-consultants.

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

The Architect/Engineer may employ Sub-consultants to assist the Architect/Engineer in performing specialized Services. Payment of such Sub-consultants employed at the option of the Architect/Engineer shall be the responsibility of the Architect/Engineer and

shall not be cause for any increase in compensation to the Architect/Engineer for the performance of the Basic Services. The quality of services and acceptability to the Owner of the services performed by such Sub-consultants shall be the sole responsibility of the Architect/Engineer.

- 3.6 TERM OF AGREEMENT: This term of this Agreement shall be for five (5) years with two (2) five-year options to extend and shall begin upon execution by the parties and shall be in effect until all Services are completed or until those Services Orders in force at the end of the stated period of time have been completed and the Services accepted, whichever may be later.

Nothing in this Article shall prevent the Owner from exercising its rights to terminate the Agreement as provided elsewhere herein.

- 3.7 TERMINATION OF AGREEMENT: This Agreement may be terminated upon prior written notice by either party as described herein. The Owner may terminate this Agreement or any Service Order for cause or for convenience. The Architect/Engineer may terminate this Agreement for cause in the event that the Owner willfully violates any provisions of the Agreement. The Architect/Engineer shall have no right to terminate this Agreement for convenience of the Architect/Engineer, without cause.

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

The Owner may terminate this Agreement if the Architect/Engineer is found to have submitted a false certification or to have been, or is subsequently during the term of this Agreement, placed on the Scrutinized Companies for Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. The Owner may also terminate this Agreement as directed by the Federal Aviation Administration (FAA).

Notwithstanding any other penalties for firms that have discriminated in violation of Article VII of Chapter 11A of the Code, the Owner may terminate the Agreement or require the termination or cancellation of a sub-consultant contract. In addition, a violation by the Architect/Engineer or a sub-consultant to it, or failure to comply with the Administrative Order (A.O.) 3-39 may result in the imposition of one or more of the sanctions listed in the A.O. (See www.miamidade.gov/ao/home.asp).

In the event the Owner terminates this Agreement for cause, the Owner will take over all documents resulting from Services rendered up to the termination and

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

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

Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially completed.

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

- 3.7.4 Implementation of Termination: In the event of termination, either for cause or for convenience, the Architect/Engineer, upon receipt of the Notice of Termination, shall:

1. Stop the performance of Services under this Agreement on the date and to the extent specified in the Notice of Termination;
2. Place no further orders or subcontracts except as may be necessary for completion of any portion(s) of the Services not terminated, and as authorized by Service Order(s);

3. Terminate all orders and subcontracts to the extent that they relate to the performance of the Services terminated by the Notice of Termination;
 4. Transfer title to the Owner (to the extent that title had not already been transferred) and deliver in the manner, at the times, and to the extent directed by the Owner, all property purchased under this Agreement and reimbursed as a direct item of cost and not required for completion of the Services not terminated;
 5. Promptly assemble and submit as provided herein all documents for the Services performed, including plans, calculations, specifications, reports, and correspondence, and all other relevant materials affected by the termination; and
 6. Complete performance of any Services not terminated by the Notice of Termination.
- 3.7.5 Compensation for Terminated Work: Compensation for terminated work will be made based on the applicable provisions of the Article 8 "Compensation for Services".

3.8 SANCTIONS FOR CONTRACTUAL VIOLATIONS:

The County may terminate this contract or require the termination or cancellation of any sub-consultant contract, if the Consultant or any sub-consultant(s) violates Article VII of Chapter 11A of the Code. In addition, a violation by the Consultant, or sub consultant to the Consultant, or failure to comply with the Administrative Order (A.O.) 3-39 may result in the imposition of one or more of the sanctions listed in the A.O.

3.9 INTENT OF AGREEMENT:

- 3.9.1 The intent of the Agreement is for the Architect/Engineer to provide project management support services to MDAD to include all necessary items for the proper completion of such services, for a fully functional facility which, when constructed in accordance with the design, will be able to be used by the Owner for its intended purpose.
- 3.9.2 This Agreement is for the benefit of the parties only and it does not grant rights to a third-party beneficiary, to any person, nor does it authorize anyone not a party to the Agreement to maintain a suit for personal injuries, professional liability or property damage pursuant to the terms or provisions of the Agreement.
- 3.9.3 No acceptance, order, payment, or certificate of or by the Owner, or its employees or agents shall either stop the Owner from asserting any rights or operate as a waiver of any provisions hereof or of any power or right herein reserved to the Owner or of any rights to damages herein provided.

- 3.10 SOLICITATION: The Architect/Engineer warrants that: 1) it has not employed or retained any company or person, other than a bona fide employee working solely for the Architect/Engineer, to solicit or secure this Agreement; and 2) that it has not paid, nor agreed to pay any person, company, corporation, joint venture, individual, or firm, other than a bona fide employee working solely for the Architect/Engineer any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the Owner has the right to annul this Agreement without liability to the Architect/Engineer for any reason whatsoever.
- 3.11 ACCOUNTING RECORDS OF ARCHITECT/ENGINEER: The Owner reserves the right to audit the accounts and records of the Architect/Engineer including, but not limited to, payroll records and Federal Tax return, supporting all payments for Services hereunder on the basis of Multiple of Direct Salaries and Reimbursement of Actual Expenses incurred. Such audit may take place at any mutually convenient time during the performance of this Agreement and for three (3) years after final payment under this Agreement. The Architect/ Engineer shall maintain, as part of its regular accounting system, records of a nature and in a sufficient degree or detail to enable such audit to determine the personnel hours and personnel costs and other expenses associated with each Project and/or task authorized for performance by Service Order(s). In accordance with Florida Statutes 287.055, the Architect/Engineer hereby certifies and warrants that wage rates and other factual unit costs as submitted supporting the compensation provided here are accurate, complete, and current as of the date of the submittal. It is further agreed that said compensation provided for in this agreement shall be adjusted to exclude any significant costs where the Owner determines that the payment for Services was increased due to inaccurate, incomplete, or non-current wage rates or other factual unit costs. All such adjustments in compensation paid or payable to Architect/Engineer under this Agreement shall be made within three (3) years from the date of final billing or acceptance of the Services by the Owner, whichever is later.
- 3.12 ACCESS TO PUBLIC RECORDS: 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 Miami-Dade County (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, F.S., or as otherwise provided by law; (3) ensuring that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (4) meeting all requirements for retaining public records and transferring, at no cost, to the 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 CONTRACT, CONTACT THE MIAMI DADE AVIATION RECORDS CUSTODIAN, JORGE MIHAIC (305) 876-0933; JMIHAIC@MIAMI-AIRPORT.COM; MIAMI-DADE AVIATION DEPARTMENT, RISK MANAGEMENT & SUPPORT SERVICES, P.O. BOX 025504, MIAMI, FLORIDA 33102-5504.

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

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

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

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

The IG may, on a random basis, perform audits on all County contracts throughout the duration of said contract (hereinafter "random audits"). This random audit is separate and distinct from any other audit by the County. To pay for the functions of the Office of the Inspector General, any and all payments to be made to the Consultant under this contract will be assessed one quarter of one percent of the total amount of the payment, to be

deducted from each progress payment as the same becomes due, unless this Agreement is federally funded where federal or state law or regulations preclude such a charge or where such a charge is otherwise precluded as stated in the Special Provisions (see Article 9). The Consultant shall, in stating its agreed prices, be mindful of this assessment, which will not be separately identified, calculated, or adjusted in the proposal or bid form.

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

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

INDEPENDENT PRIVATE SECTOR INSPECTOR GENERAL

The attention of the Consultant is hereby directed to the requirements of AO 3-20 and R-516-96: The County shall have the right but not the obligation to retain the services of an Independent Private Inspector General (IPSIG) who may be engaged to audit, investigate, monitor, oversee, inspect, and review the operations, activities, and performance of the Consultant and County in connection with this contract. The scope of services performed by an IPSIG may include, but are not limited to, monitoring and investigating compliance with Contract Specifications; project costs; and investigating and preventing corruption and fraud.

The IPSIG may perform its services at all levels of the contracting and procurement process including, but not limited to, project design, establishment of bid specifications,

bid submittals, activities of Consultant, its officers, agents and employees, lobbyists, county staff and elected officials.

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

bid and contract documents, back-charge document, all documents and records which involve cash, trade, or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records, and supporting documentation for the aforesaid documents and records.

3.14 OWNERSHIP OF DOCUMENTS AND COPYRIGHTS:

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

3.15 LAWS AND REGULATIONS:

- 3.15.1 The Architect/Engineer 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 MDAD operating procedures, all as may be amended from time to time, that may have a bearing on the Services involved in this Project. The Department will assist the Architect/Engineer in obtaining copies of any such laws, orders, codes, resolutions, or procedures not readily available on the Internet.

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

3.15.3 Portions of the work produced under this Agreement may be determined by the Owner to contain Security Sensitive Information (SSI). Upon notification by the Owner, the A/E and its sub-consultants under this Agreement shall follow security requirements of the Transportation Security Administration, 49 CFR Parts 1500, et al., Civil Aviation Security Rules, and other MDAD Security Procedures. Documents deemed by the Owner to contain Security Sensitive Information shall bear the following warning:

Warning Notice: This record contains Sensitive Security Information that is controlled under the provisions of 49 CFR Parts 15 and 1520. No part of this record may be disclosed without a “need to know”, as defined in 49 CFR Parts 15 and 1520, except with the written permission of the Administrator of the Transportation Security Administration or the Secretary of Transportation. Unauthorized release may result in civil penalty or other action.

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

3.15.5 The Consultant shall comply with the financial disclosure requirements of Ordinance No. 77-13, as amended by having on file or filing within thirty (30) days of the execution of the Agreement one of the following with the Supervisor of the Miami-Dade County Elections Department, P.O. Box 521550, Miami, Fl. 33152-1550.

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

3.15.6 In addition to the above requirements in this sub-article, the Architect/Engineer agrees to abide by all Federal, State, and County procedures, as may be amended from time to time, by which the documents are handled, copied, and distributed which may include, but is not limited to:

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

3.15.6.2 The Architect/Engineer and its sub-consultant(s) agree in writing that the project documents are to be kept and maintained in a secure location.

3.15.6.3 Each set of the project documents is to be numbered and the whereabouts of the documents shall be tracked at all times.

3.15.6.4 A log is developed to track each set of documents logging in the date, time, and name of the individual(s) that works on or views the documents.

3.16 STANDARD OF CARE: Notwithstanding anything to the contrary in this agreement or in any other contract document relating to the project, in performing its work under this contract Architect/Engineer shall perform its services to the standard of care of a reasonable architect or engineer that is performing the same or similar work, at the same time and locality and under the same or similar conditions faced by Architect/Engineer.

3.17 OWNER REPRESENTATIVE: The Owner will assign a Project Manager to the Project coordinate all Owner responsibilities under this Agreement. All instructions from the Owner to the Architect/Engineer shall be issued by or through the Project Manager. The Architect/Engineer shall promptly inform the Project Manager in writing of any instructions received from others and of any other circumstances that arise that might affect the performance of the Services or of the Work.

3.18 SECURED AREAS/AIR OPERATIONS AREA (AOA)/SIDA/ STERILE AREAS SECURITY:

3.18.1 The Architect/Engineer acknowledges and accepts full responsibility for compliance with all applicable laws, rules and regulations including those of the Transportation Security Administration (TSA), Department of Homeland Security (DHS), Federal Aviation Administration (FAA), Customs and Border Protection (CBP), and MDAD as set forth from time to time relating to Contractor's activities at the Miami International Airport (MIA), or other Miami- Dade County airports.

- 3.18.2 In order to maintain high levels of security at MIA, the Architect/Engineer must obtain MDAD photo identification badges for all the Architect/Engineer's employees working in the Secured/AOA/Security Identification Display Area (SIDA)/Sterile Areas or any other restricted areas of the Airport. MDAD issues two types of identification badges: photo identification badges and non-photo passes. All employees, except temporary workers (working less than two weeks), will be required to obtain photo identification badges and will be subject to Federal Bureau of Investigation (FBI) fingerprint-based Criminal History Records Check (CHRC). Temporary workers (working less than two weeks) will be issued non-photo passes. At no time will an employee bearing a non-photo identification badge be authorized in a secured MIA location without being escorted by an MDAD authorized Escort Authority that has been issued a badge with an escort seal by the MDAD ID Section. No other individuals are allowed to escort under any circumstances.
- 3.18.3 The Architect/Engineer shall be responsible for requesting MDAD issue identification badges to all employees whom the Architect/Engineer requests be authorized access to the Secured/AOA/SIDA/Sterile Areas or any other restricted areas of the Airport and shall be responsible for the immediate reporting of all lost or stolen ID badges and the immediate return of the ID badges of all personnel transferred from Airport assignment, terminated from the employ of the Architect/Engineer, upon final acceptance of the Work, or termination of this Contract. The Architect/Engineer will be responsible for all fees associated with lost and unaccounted for badges or passes as well as the fee(s) for fingerprinting and ID issuance.
- 3.18.4 All employees of the Architect/Engineer, or Sub-consultants, who must work within MDAD Secured/AOA/SIDA/Sterile Areas or any other restricted areas at Miami International Airport shall be supplied with MDAD identification badges as specified above, which must be worn at all times while within the referenced areas. Badges shall be worn on outer garments above the waist so as to be clearly visible in order to distinguish, on sight, employees assigned to a particular contractor. MDAD issues the non-photo passes on a daily basis, not to exceed two weeks. In order to obtain a non-photo pass, the Architect/Engineer must submit a 48 Hour Advance Notification form with required information to the MDAD Security Division, ID Section, for all temporary workers requiring access to the MDAD Secured/AOA/SIDA/Sterile Areas or other restricted areas of the airport. Non-photo passes will not be issued to temporary workers who have failed a criminal history records check, are in possession of an expired work permit, and/or have an expired MDAD ID badge. Each employee must complete the SIDA training program conducted by MDAD and comply with all other TSA, DHS, CBP, FAA or MDAD requirements as specified by the MDAD at the time of application for the ID badge before an ID badge is issued. MDAD Security and Safety ID Section regularly provide SIDA Training.

- 3.18.5 Architect/Engineer Ramp Permits will be issued to the Architect/Engineer authorizing vehicle entrance to the Airfield Operations Area (AOA) through specified Miami-Dade Aviation Department guard gates for the term of any Project. These permits will be issued only for those vehicles (including vehicles belonging to the Sub-consultant) that must have access to the site during the performance of the Work. These permits will be only issued to company owned vehicles or to company leased vehicles (leased from a commercial leasing company). AOA decals, passes, or permits to operate within the Secured/AOA/SIDA will not be issued to privately owned or privately leased vehicles. All vehicles operating within the Secured/AOA/SIDA must have conspicuous company identification signs (minimum of three (3) inch lettering) displayed on both sides of the vehicle.
- 3.18.5.1 All vehicles operating within the Secured/AOA/SIDA must be provided with the Automobile Liability Insurance required elsewhere in these General Conditions. Proof of such insurance shall be provided to MDAD Airside Operations Division upon request.
- 3.18.6 Vehicles delivering materials to the site will be given temporary passes at the appropriate guard gate. Such vehicles shall not be permitted to operate within the Secured/AOA/SIDA without MDAD escort to be provided by MDAD's Operations Division. To obtain an escort, the Architect/Engineer shall notify MDAD Airside Operations Division in writing twenty-four (24) hours in advance of such need. These passes shall be surrendered upon leaving the Secured/AOA/SIDA. All vehicles shall be marked with company name to ensure positive identification at all times while in the Secured/AOASIDA.
- 3.18.7 Only Architect/Engineer management level staff and supervisors with pictured MDAD I.D. badges shall be allowed to operate a motor vehicle on the Secured/AOA/SIDA without MDAD escort except when operating a vehicle that requires a specialized license to operate (CDL). Such vehicles must be under MDAD Airside Operations escort when moving on the AOA unless said vehicle is operating in an approved MOT. The Architect/Engineer shall require such employee to have a current, valid, appropriate Florida driver's license and to attend and successfully complete the AOA Driver Training Course conducted periodically by the Department. The privilege of a person to operate a motor vehicle on the Secured/AOA/SIDA may be withdrawn by the Department due to violation of AOA driving rules, or loss of Florida driver's license, or other cause.
- 3.18.8 The Architect/Engineer agrees that its personnel, vehicles, cargo, goods, and other personal property are subject to being searched when attempting to enter, leave or while on the Secured/AOA/SIDA/Sterile Areas or other restricted areas of the airport. It is further agreed that the MDAD has the right to prohibit an individual, agent, or employee of the Architect/Engineer or Sub-consultant from entering the Secured/AOA/SIDA/Sterile Areas or other

restricted areas, based upon facts which would lead a person of reasonable prudence to believe that such individual might be inclined to engage in theft, cargo tampering, aircraft sabotage, or other unlawful activities, including failure to comply with TSA, DHS, FAA, CBP, and MDAD SIDA/access control policies, rules, and regulations. Any person denied access to the Secured/AOA/SIDA/Sterile areas or other restricted areas of the airport or whose prior authorization has been revoked or suspended on such grounds shall be entitled to a review hearing before the Director or his/her authorized designee within a reasonable time. Prior to such hearing, the person denied access to the Secured/AOA/SIDA/Sterile Areas or other restricted areas of the airport shall be advised, in writing, of the reasons for such denial.

- 3.18.8.1 The Architect/Engineer acknowledges and understands that these provisions are for the protection of all users of the Secured/AOA/SIDA/Sterile Areas and are intended to reduce the incidence of terrorism, thefts, cargo tampering, aircraft sabotage, and other unlawful activities at the Airport and to maximize compliance with TSA, DHS, CBP, FAA, and MDAD access control policies and procedures.
- 3.18.9 The Architect/Engineer understands and agrees that vehicle and equipment shall not be parked/stored on the Secured/AOA/SIDA in areas not designated or authorized by MDAD nor in any manner contrary to any posted regulatory signs, traffic control devices, or pavement markings.
- 3.18.10 The Architect/Engineer understands and agrees that all persons entering and working in or around arriving international aircraft and facilities used by the various Federal Inspection Services agencies may be subject to the consent and approval of such agencies. Persons not approved or consented to by the Federal Inspection Services agencies shall not be employed by the Architect/Engineer in areas under the jurisdiction or control of such agencies. Persons not approved or consented to by the Federal Inspection Services agencies who enter such areas are subject to fines, which shall be borne entirely by the persons and/or the Architect/Engineer.
- 3.18.11 Notwithstanding, the specific provisions of this Section, the Owner shall have the right to add to, amend, or delete any portion hereof in order to meet reasonable security requirements of MDAD or of the TSA/DHS/ CBP/FAA.
- 3.18.12 The Architect/Engineer shall ensure that all employees so required participate in such safety, security, and other training and instructional programs, as MDAD or appropriate Federal agencies may from time to time require.
- 3.18.13 The Architect/Engineer agrees that it will include in all contracts and subcontracts with its MIA Sub-consultants, service providers, and suppliers an obligation by such parties to comply with all security requirements applicable to their operations at the Airport. The Architect/Engineer agrees that in

addition to all remedies, penalties, and sanctions that may be imposed by TSA, DHS, CBP, FAA, or the MDAD upon the Architect/Engineer's Sub-consultants, suppliers, and their individual employees for a violation of applicable security provisions, the Architect/Engineer shall be responsible to the Owner for all such violations and shall indemnify and hold the Owner harmless for all costs, fines and penalties arising there from, such costs to include reasonable attorneys' fees.

- 3.18.14 In addition to the foregoing, the Architect/Engineer shall be required to comply with the U.S. Customs and Border Protection (CBP) requirements for obtaining CBP seals for those Architect/Engineer employees that will be involved within the CBP/FIS environment at MIA. The Architect/Engineer shall be responsible for all related fees for required bonding, fingerprinting, and background investigations of Architect/Engineer personnel.
- 3.18.15 The employee(s) of the Architect/Engineer shall be considered to be at all times its employee(s), and not an employee(s) or agent(s) of the County or any of its departments. The Architect/Engineer shall provide employee(s) competent and physically capable of performing the Work as required. The County may require the Architect/Engineer to remove any employee it deems unacceptable.
- 3.19 NON-EXCLUSIVITY: Notwithstanding any provision of this Non-Exclusive Agreement, the Owner is not precluded from retaining or utilizing any other Architect, Engineer, Design Professional, or other consultant to perform any incidental Basic Services, Additional Services, or other Professional Services within the contract limits defined in the agreement. The Architect/Engineer shall have no claim against the County as a result of the County, electing to retain or utilize such other Architect, Engineer, Design Professional, or other consultant to perform any such incidental Services.
- 3.20 CONTINUED ENGAGEMENT OF CRITICAL PERSONNEL: In accordance with County Resolution No. R-744-00, the Architect/Engineer shall identify in Exhibit 2, attached hereto and made a part hereof, the specific technical or professional personnel to perform the necessary services under this Agreement. Such personnel shall not be replaced except when the Owner determines, in its discretion, that the proposed replacement personnel have equal or greater qualifications or capabilities to perform the necessary services.
- 3.21 ARCHITECT/ENGINEER RESPONSIBILITY:
 - 3.21.1 The Architect/Engineer is responsible for the professional quality, technical accuracy, completeness, performance and coordination of all work required under the Agreement (including the work performed by Sub-consultants), within the specified time period and specified cost. The Architect/Engineer shall perform the work utilizing the skill, knowledge, and judgment ordinarily possessed and used by a proficient consulting Architect/Engineer with respect to the disciplines required for the

performance of the work in the State of Florida. The Architect/Engineer is responsible for, and represents that the work conforms to, the Owner's requirements as set forth in the Agreement. The Architect/Engineer shall be and remain liable to the Owner for all damages in accordance with applicable law caused by any failure of the Architect/Engineer or its Sub-consultants to comply with the terms and conditions of the Agreement or by the Architect/Engineer's or Sub-consultants' misconduct, unlawful acts, negligent acts, errors, or omissions in the performance of the Agreement. The A/E is responsible for the performance of work by Sub-consultants and in approving and accepting such work, require the professional quality, completeness, and coordination of Sub-consultant's work.

- 3.22 ARCHITECT/ENGINEER PERFORMANCE EVALUATION In accordance with Administrative Order 3-39 entitled "Standard Process for Construction of Capital Improvements, Acquisition of Professional Services, Construction Contracting, Change Orders, and Reporting", the Architect/Engineer is advised that a performance evaluation of the services rendered throughout this Agreement will be completed by the Owner and kept in Miami-Dade County files for evaluation of future solicitations.
- 3.23 ENTIRETY OF AGREEMENT: This Agreement represents the entire and integrated Agreement between the Owner and the Architect/Engineer and supersedes all prior negotiations, representations, or agreements between the parties hereto, either written or oral, pertaining to the Project(s). This Agreement shall not be amended except by written Amendment.
- 3.24 PROMPT PAYMENT: It is the policy of Miami-Dade County that payment for all purchases by County agencies and the Public Health Trust shall be made in a timely manner and that interest payments be made on late payments. In accordance with Florida Statutes, Section 218.74 and Section 2-8.10.4.01, of the Miami-Dade County Code, the time at which payment shall be due from the County or the Public Health Trust shall be fourteen (14) calendar days from receipt of a proper invoice. All payments due from the County or the Public Health Trust, and not made within the time specified by this section, shall bear interest from thirty (30) days after the due date at the rate of one percent (1%) per month on the unpaid balance. Further, proceedings to resolve disputes for payment of obligations shall be concluded by final written decision of the County Mayor, or his or her designee(s), not later than sixty (60) days after the date on which the proper invoice was received by the County or the Public Health Trust.
- 3.25 CERTIFICATION OF WAGE RATES: In accordance with Florida Statute 287.055, 5(a), the Consultant firm hereby certifies and warrants that wage rates and other factual unit costs, as submitted in support of the compensation provided are accurate, complete and current as of the date of this Agreement. It is further agreed that said compensation shall be adjusted to exclude any significant costs where the County shall determine that the contract price of services was increased due to inaccurate, incomplete or unclear wage rates or other factual unit costs. All such contract compensation adjustments shall be made within one (1) year from the date of final billing or acceptance of the work by

the County, or one (1) following the end of the contract, whichever is later.

- 3.26 **ETHICS COMMISSION:** Pursuant to Section 2-11.1(w) of the Code of Miami-Dade County, the Ethics Commission has jurisdiction over Consultants and vendors. The Consultant firm must provide the Ethics Commission with a written report regarding its compliance with any restriction contained in the advisory opinion issued by the Ethics Commission to the Consultant firm, sub-consultants, or team members within ninety (90) days of each task assignment. The report must be submitted to the Executive Director, Commission on Ethics and Public Trust at 19 West Flagler St., Suite 207, Miami, Florida 33130.
- 3.27 **TRUTH IN NEGOTIATION:** Pursuant to A.O. 3-39 and Florida Statutes Chapter 287.055 5(a): For all lump sum costs or costs plus a fixed fee contract in which a fee will exceed One Ninety-Five Thousand Dollars (\$195,000; 287.017 – category four), the County will require the firm receiving the award to execute a Truth-In-Negotiation Certificate as required by Chapter 287, Florida Statutes.
- 3.28 **SUSTAINABLE BUILDINGS PROGRAM:** Projects shall comply with Implementing Order 8-8, Sustainable Buildings Program.
- 3.29 **EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY):** Consultant is required to enroll in the United States Citizenship and Immigration Services E-Verify system, and to utilize that system to verify the employment eligibility of all persons performing work for the Consultant under this Agreement. Consultant shall incorporate this requirement into all of its subcontracts as well.
- 3.30 **ENERGY PERFORMANCE (EPact):** Pursuant to R-740-08, A/E (Consultant) agrees to the following terms and conditions of engagement if awarded the Agreement for the work described herein: (1) [Miami-Dade County reserves the right to designate any eligible entity as the "Designer" of the energy efficient improvements incorporated in this Project for the purposes of allocating accelerated depreciation benefits pursuant to Section 179D of the Internal Revenue Code of 1986, as amended (the "Code"); (2) if Miami-Dade County determines that A/E (Consultant) shall receive accelerated depreciation benefits as a "Designer" for the purposes of Section 179D of the Code or that A/E (Consultant) shall otherwise benefit financially from the monetization of the accelerated depreciation benefit, A/E (Consultant) shall agree to discount its Agreement price or provide a cash rebate to Miami-Dade County. The determination of rebate versus discount shall be determined by Miami-Dade County at its sole discretion. The amount of the incremental financial benefit realized by A/E (Consultant) as a result of the accelerated depreciation benefit or the monetization thereof, such actual percentage shall be negotiated in good faith by Miami-Dade County at the time the financial benefit to A/E (Consultant) becomes ascertainable; (3) Miami-Dade County reserves the right to retain a third party consultant ("EP ACT Consultant") to manage and administer the process of obtaining and monetizing the accelerated depreciation benefit derived from the Project and to designate the Energy Efficiency Consultant as the "Designer" of the energy efficient improvements for the purposes of Section 179D of the Code; and (4) A/E (Consultant) agrees to

cooperate in all reasonable respects with the Energy Efficiency Consultant's efforts to obtain and monetize any such benefits derived from the Project on behalf of Miami-Dade County.

The County shall have no obligation to designate any entity "the Designer", to pursue such benefits on behalf of A/E (Consultant), or to cooperate with A/E (Consultant) in securing these benefits.

- 3.31 AMERICANS WITH DISABILITIES ACT (ADA) STANDARDS: The design of this project shall meet the standards delineated in the 2010 ADA Standards for Accessible Design.
- 3.32 ACCOUNTS RECEIVABLE ADJUSTMENTS: In accordance with Miami-Dade County Implementing Order 3-9, Accounts Receivable Adjustments, if money is owed by the Architect/Engineer to the County, whether under this Contract or for any other purpose, the County reserves the right to retain such amount from payment due by County to the Architect/Engineer under this Contract. Such retained amount shall be applied to the amount owed by the Architect/Engineer to the County. The Architect/Engineer 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 Architect/Engineer for the applicable payment due herein.
- 3.33 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.

ARTICLE 4

SERVICES TO BE PERFORMED

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

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

4.1.2 The proposal that the Architect/Engineer submits shall, as a minimum, include:

- a. The number of personnel for each job classification to be used for the requested scope of services. Job classifications and descriptions shall be limited to those listed in Sub-article 7.6.5, Job Classifications and Maximum Raw Rates and Exhibit 3, Job Classification Descriptions, of this Agreement. Other job classifications may be proposed where highly specialized disciplines are required. For any other job classifications proposed for a particular assignment, the Architect/Engineer shall submit a classification description and a justification for needing the additional classification(s). Such other classifications shall only be authorized by Service Order. The use of or rejection of such other job classifications shall be at the sole discretion of the Owner.
- b. The current and/or proposed wage rate for all personnel proposed. Wage rates may not exceed the maximum specified for the particular classification as provided in Sub-article 7.6.5, Job Classifications and Maximum Raw Rates.
- c. The estimated number of hours for each individual proposed.
- d. A sub-total of the total wages to be paid each proposed individual (current proposed wage rate multiplied by the estimated number of hours) and a total to be paid to the Architect/Engineer for each individual (sub-total

multiplied by the Direct Labor Multiplier). These individual totals shall be summed to show the total personnel costs being proposed by the Architect/Engineer for the indicated scope of work.

- 4.2 SUMMARY OF SERVICES: The Architect/Engineer may be requested to provide various professional, technical, and administrative support personnel to work with, support, and augment MDAD and its other consulting staff in their efforts in carrying out the Owner's responsibilities for the completion of the remaining design, construction, installation, and commissioning work of the CIP. The Architect/Engineer is to provide, as directed by MDAD, staffing for the management of engineering, architectural, construction and other technical support staff necessary to complete the CIP. The Department may issue Service Orders to the Architect/Engineer for staff assistance with any projects to include, but not necessarily be limited to, the following areas:

4.2.1 Program management

4.2.2 Quality assurance for design and construction

4.2.3 Detailed Project programming and management

4.2.4 Construction management, construction inspection services and claim analysis/resolution

4.2.5 Maintain the systems of program controls for each project and overall Program including scheduling, budgeting, estimating, and reporting including document control

4.2.6 Compliance and monitoring of small business processes including Disadvantaged Business Enterprise (DBE), Small Business Enterprise – Architecture and Engineering Program (SBE A/E), Small Business Enterprise Construction Services Program (CSBE/SBE-CON), Small Business Enterprise Goods and Services Programs (SBE G/S) and Community Workforce Program (CWP).

4.2.7 Grant funding

4.2.8 Environmental oversight

4.2.9 Specialty Consultant Services:

4.2.9.1. Specialty analyses such as performing simulation, acoustical, wayfinding/signage, walkways, or other special studies as required by the Owner. When required, these specialty consultants shall have only an advisory role to the Owner and/or Architect/Engineer.

4.2.9.2 Specialty Consultant Services if required by the Owner, shall be authorized by separate service order from the Dedicated Services Allowance Account as provided in Article 7.

4.2.10 The Services performed by the Architect/Engineer under this Agreement shall not impose any obligation to assume responsibilities or duties required to be rendered or performed by any design professional employed by or associated with the Owner, and in the performance of any constructability reviews, value engineering or other review, of a professional employed by or associated with the Owner, except as authorized by Service Order. The Architect/Engineer shall not be deemed to perform or accept any responsibility for design, which shall remain the responsibility of the applicable design professional, except as specifically authorized by Service Order.

4.2.11 In reviewing design, including but not limited to constructability reviews, value engineering, or otherwise, the Architect/Engineer shall perform such services in accordance with the standard of care expected of a reasonable project manager/construction manager.

4.3 PERSONNEL:

4.3.1 The Architect/Engineer shall recruit, screen, and employ such full-time and part-time personnel as needed by the Owner under the terms of this Agreement. The Architect/Engineer shall supply competent employees. The Owner shall have the right to approve qualifications of personnel to be employed in the designated job classifications as described in Exhibit 3, Job Classification Descriptions.

4.3.2 Architect/Engineer's on-site employees shall not engage in any type of activities for the provision of services outlined in this Agreement to entities other than MDAD while assigned to perform Services under this Agreement. The employees shall be dedicated totally and solely to the fulfillment of the Architect/Engineer's obligations at the Airport required by this Agreement during said working hours.

4.3.3 The Architect/Engineer is precluded from participation in any team recommended for award for any related capital improvement project (CIP) project at any MDAD facility.

Subconsultants of the Architect/Engineer awarded under this Agreement may compete to participate in a related future CIP project as a Prime or Subconsultant not being managed by their respective team under this Agreement.

4.3.4 Architect/Engineer shall include Section 4.3 language in its sub-consultant contracts and shall be responsible for compliance.

4.3.5 In the event that the Owner determines, through the course of services, that an employee of the Architect/Engineer or sub-consultant employee is uncooperative, fails to perform the work in a fully satisfactory manner, lacks the knowledge,

ability, experience, or expertise necessary to perform the services in an efficient and competent manner, then the Owner will notify the Architect/Engineer in writing. In response, the Architect/Engineer shall take immediate action and provide a qualified replacement acceptable to the Owner within five (5) working days.

- 4.4. HOURS OF OPERATION: As required by Service Order, the Architect/Engineer shall staff and operate a project office at the assigned offices at Miami International Airport where Services shall normally be performed, unless otherwise approved by Service Order.
- 4.5. MONTHLY REPORTS: On a monthly basis, the Architect/Engineer shall provide the Owner a concise summary report describing the Services accomplished during the reporting period for all current and not yet completed service orders. Services forecasted to be completed during the next reporting period and a summary of problem areas and planned corrective action.

ARTICLE 5

REIMBURSABLE EXPENSES

The following activities and entities may be considered as Reimbursable Expenses under this Agreement. Any Reimbursable Expenses shall be approved by the Owner in advance and authorized by a Service Order. Unless otherwise specifically authorized by Service Order, Reimbursable Expenses shall be limited to:

- 5.1 Sub-consultants not included as part of the original Consultants team, when recommended by the Architect/Engineer, and approved by the Owner in writing, and when in the opinion of the Architect/Engineer, said Sub-consultant services are necessary of the accomplishment of the Services.
- 5.2 In the event the Architect/Engineer is assigned a project within the Customs area and the Architect/Engineer is required to obtain an Airport Customs Security Bond, the Department shall reimburse the Architect/Engineer the cost of the premium for such bond, as substantiated by the invoice.
- 5.3 All printing and reproduction costs, in excess of that required under Basic Services. Such costs will be reimbursed at the same rate paid by the Owner to its vendors. Printing costs for internal coordination, reviews, and other in-house uses will not be reimbursed.
- 5.4 Living and traveling expenses of employees and principals, when away from Miami-Dade County on business in conjunction with authorized Additional Services, as limited by Miami-Dade County Administrative Order No. 6-1, "Travel on County Business" and County Resolution No. R-1345-03. For purpose of this Agreement, all personnel are assumed to be residents of Miami-Dade County and all travel would originate in Miami-Dade County. Records must include employee name, dates, points of travel, mileage rate, lodging, and meals.
- 5.5 Fees paid to the certifying body for LEED project registration and certification will be reimbursed at the Green Building Certification Institute (GBCI) member rates. All LEED expedited project reviews will be approved in advance by the Owner.
- 5.6 Building Information Modeling (BIM) software license fees for license obtained under the Owner's name will be reimbursed.
- 5.7 Items not listed above shall be reviewed on a case-by-case basis and shall require approval in advance by the Director or Director's designee.

ARTICLE 6

EQUAL EMPLOYMENT OPPORTUNITY AND AFFIRMATIVE ACTION

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

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

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

- 6.2 **NONDISCRIMINATORY ACCESS TO PREMISES AND SERVICES:** The Architect/Engineer, for itself, its personal representatives, successors in interest, and assigns, as part of the consideration hereof, does hereby covenant and agree as a covenant that: (1) no person on the grounds of race, color, national origin, religion, ancestry, sex, pregnancy, age, disability, marital status, familial status, sexual orientation, gender identity or gender expression or status as victim of domestic violence, dating violence or stalking shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of the premises, including the construction of any improvements, or services provided the Architect/Engineer; (2) that the Architect/Engineer shall use the Airport in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in

Federally-assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended; (3) the Architect/Engineer shall use the premises in compliance with all other requirements imposed by or pursuant to the enforceable regulations of the Department of Transportation as amended from time to time; and (4) the Architect/Engineer shall obligate their sub-consultants to the same nondiscrimination requirements imposed on the Architect/Engineer and assure said requirements are included in those sub-agreements.

- 6.3 **BREACH OF NONDISCRIMINATION COVENANTS:** In the event it has been determined that the Architect/Engineer has breached any enforceable nondiscrimination covenants contained in Section 6.1 Equal Employment Opportunity and Section 6.2 Nondiscriminatory Access to Premises and Services above, pursuant to the complaint procedures contained in the applicable Federal regulations, and the Architect/Engineer fails to comply with the sanctions and/or remedies which have been prescribed, the County shall have the right to terminate this Agreement pursuant to the Termination of Agreement section hereof.
- 6.4 **NONDISCRIMINATION:** During the performance of this Agreement, the Architect/Engineer agrees as follows: The Architect/Engineer shall, in all solicitations or advertisements for employees placed by or on behalf of the Architect/Engineer, state that all qualified applicants will receive consideration for employment without regard to race, color, national origin, religion, ancestry, sex, pregnancy, age, disability, marital status, familial status, sexual orientation, gender identity or gender expression or status as victim of domestic violence, dating violence or stalking. The Architect/Engineer shall furnish all information and reports required by Executive order 11246 of September 24, 1965, as amended by Executive order 11375 and by rules, regulations, and orders of the Secretary of labor, or pursuant thereto, and will permit access to Architect/Engineer books, records, accounts by the County and Compliance Review Agencies for purposes of investigation to ascertain by the compliance with such rules, regulations, and orders. In the event of the Architect/Engineer's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, and orders, this Agreement may be cancelled, terminated, or suspended in whole or in part in accordance with the Termination of Agreement section hereof and the Architect/Engineer may be declared ineligible for further contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 and such sanctions as may be imposed and remedies invoked as provided in Executive Order 11375 and such sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 as amended or by rules, regulations, and orders of the Secretary of Labor, or as otherwise provided by law.

The Architect/Engineer will include Section 6.1 Equal Employment Opportunity and Section 6.2 Nondiscriminatory Access to Premises and Services of this Article in Architect/Engineer sub-contracts in excess of \$10,000.00, unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375, so that such provisions will be binding upon each sub-consultant.

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

6.5 DISABILITY NONDISCRIMINATION AFFIDAVIT: By entering into this Agreement with the County and signing the Disability Nondiscrimination Affidavit, the Architect/Engineer attests that it is not in violation of the Americans with Disabilities Act of 1990 (and related Acts) or Miami-Dade County Resolution No. R-385-95. If the Architect/Engineer or any owner, subsidiary or other firm affiliated with or related to the Architect/Engineer is found by the responsible enforcement officer of the Courts or the County to be in violation of the Act or the Resolution, such violation shall render this Contract terminable in accordance with the Termination of Agreement section hereof. This Contract shall be void if the Architect/Engineer submits a false affidavit pursuant to this Resolution or the Architect/Engineer violated the Act or the Resolution during the term of this Contract, even if the Architect/Engineer was not in violation at the time it submitted its affidavit.

6.6 NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY:

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.
2. The goals and timetables for minority and female participation, expressed in percentage terms for the contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Timetables

Goals for minority participation for each trade:

[sponsor must insert established goal]

Goals for female participation in each trade:

6.9%

These goals are applicable to all of the contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and non-federally involved construction.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs (OFCCP) within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.
 4. As used in this notice and in the contract resulting from this solicitation, the "covered area" is ***[sponsor must insert state, county, and city]***.
- 6.7 CONTRACT MEASURES: The A/E (Consultant) is required under this Agreement to achieve a Disadvantaged Business Enterprise (DBE) Goal of 28% in accordance with the Contract Measures applied to this Project as shown in the attached Contract Participation Form, DBE Utilization Form and Letters of Intent (Exhibit 4) as presented in the Consultant's Proposal for the Project.

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

ARTICLE 7

COMPENSATION FOR SERVICES

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

All allocations of money among Services, Reimbursable Expenses and Dedicated Services are for budgetary purposes only. The County, in issuing service orders, may transfer monies between service categories without restraint, subject to the overall contract allocation for this Agreement. The Architect/Engineer agrees that all such services can be provided within the awarded amount of this Agreement.

7.1 TOTAL AUTHORIZED AMOUNT FOR THIS AGREEMENT: The Total Authorized Amount including the Dedicated Allowance Accounts, Inspector General Account for the Term of this Agreement is **Thirty-Five Million Eight Hundred Thirty-Nine Thousand Three Hundred Seventy-Five Dollars (\$35,839,375.00)**. The Owner retains all rights to these funds, may expend these funds at its sole discretion, and any funds not expended from this authorized agreement amount remains the property of the Owner.

7.2 COMPENSATION FOR SERVICES: Unless otherwise authorized by Amendment to this Agreement, payments to the Architect/Engineer for Services and Reimbursable Expenses performed during the Term of this Agreement shall be a not to exceed amount of **Twenty-Five Million Dollars (\$25,000,000.00)**. This fee includes all salaries, overhead and profit, non-travel related expenses, and all other costs associated with this project not otherwise payable from a Dedicated Services Allowance Account.

7.2.1 The Consultant's operations shall be based on a negotiated and approved budget prior to the beginning of each fiscal year of the County ("Annual Operating Budget"), that being, October 1, YEAR through September 30, YEAR. During the initial start-up, compensation shall be based on a three (3) month period from _____. The budget for the year of the agreement assumes the scaling down and completion of the operations of the Architect/Engineer to coincide with the projected substantial completion date of the CIP.

7.2.2 Recognizing that the staffing needs of the Department may change, the Architect/Engineer shall submit annually, but no later than March 1 of the year or in accordance with a schedule to be published by the Department, an annual operating budget for the next fiscal year of the County. The annual operating budget is to be prepared in accordance with instructions from the Department. The annual operating budget shall reflect the projections of the Architect/Engineer as to monthly and annual totals for each major financial account and line item. It shall be presented in a monthly format with comparisons with the prior year and the current year budget and actual. Said submitted annual operating budget shall

be subject to approval by the Department. This information shall include, but is not limited to the following:

7.2.2.1 The total number of employees of the Architect/Engineer and its sub-consultants;

7.2.2.2 Classification title and job description of each position to be performed by the employees of the Architect/Engineer and sub-consultants hereunder;

7.2.2.3 The number of employees who will be performing each job classification hereunder;

7.2.2.4 The hours to be worked on a monthly basis by each employee;

7.2.2.5 The Direct Salaries to be paid to each employee hereunder; and,

7.2.2.6 Project Base Annual Salary increases according to this Agreement.

7.3 COMPENSATION FOR RENEWAL OPTIONS: The Owner, at its sole discretion, may exercise the renewal options of this Agreement beyond the initial Term, as provided herein. If, at its sole option, the Owner extends the Agreement beyond the initial Term, as provided for herein, the compensation for any single renewal option shall be a not to exceed amount of **Three Million Seven Hundred Fifty Thousand Dollars (\$3,750,000.00)**. The compensation for both renewal options shall be a not to exceed amount of **Seven Million Five Hundred Thousand Dollars (\$7,500,000.00)** and shall be inclusive in the total amount reflected in Sub-article 7.1 "Total Authorized Amount for This Agreement". Any portion of this sum for which payment is not authorized in writing by the Project Manager shall remain the property of the Owner.

7.4 DEDICATED ALLOWANCE ACCOUNTS:

7.4.1 MAXIMUM PAYABLE FEE FOR THE DEDICATED SERVICES ALLOWANCE ACCOUNT: The aggregate sum of all payments to the Architect/Engineer for dedicated services payable for Specialty Consultant Services pursuant to Sub-article 4.2.9 of this Agreement shall not exceed **Three Million Two Hundred Fifty Thousand Dollars (\$3,250,000.00)** for the Term of this Agreement and any executed renewal options. Any portion of this sum for which payment is not authorized in writing by the Project Manager shall remain the property of Owner.

7.5 MAXIMUM PAYABLE FOR REIMBURSABLE EXPENSES: The aggregate sum of all payments to the Architect/Engineer for Reimbursable Expenses are included in Sub-article 7.2 and during the Term of this Agreement.

7.6 PAYMENT FOR SERVICES: The fee for Services authorized in accordance with this Agreement shall be computed by one of the following methods as mutually agreed to by the Owner and the Architect/Engineer:

7.6.1 Fixed lump sum: Under this compensation basis, the Architect/Engineer agrees to perform specifically described services for an agreed fixed dollar amount of compensation.

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

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

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

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

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

EXAMPLE

Hours worked during week = 50

Pay rate = \$30/hr.

Multiplier = 2.65

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

EXAMPLE

Hours worked during week = 50

Pay rate = \$30/hr.

Multiplier = 2.65

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

- 7.6.4 Compensation for Principal(s) in Charge, Deputy Principal(s) in Charge and Subject Matter Expert(s) shall be at the flat rate without application of any multiplier as provided in the table listed in Sub-article 7.6.5. When performing services in another job classification, Principals in Charge, Deputy Principals in Charge and Subject Matter Expert(s) shall be paid within the pay range for working in that particular job classification.

Principal(s) in Charge and Deputy Principal(s) in Charge to be paid this rate is/are those listed by name in Exhibit 1, attached to this Agreement.

- 7.6.5 Compensation for all personnel shall either be a direct labor multiplier of **2.30** times Direct Salaries for all **Field Office** personnel or a direct labor multiplier of **2.80** times Direct Salaries for **Home Office** Support personnel. Unless otherwise changed as provided for hereinafter, the maximum rate of compensation for personnel (**excluding the multiple of direct salary**) shall be in accordance with the table below, Job Classifications and Maximum Raw Rates. If the Architect/Engineer elects to pay more than the rates listed below, the County is only liable to pay the rates below.

JOB CLASSIFICATION	MAXIMUM FLAT RATES
Principal in Charge	*\$200
Deputy Principal in Charge	*\$165
Subject Matter Expert	*\$270
	MAXIMUM RAW RATES
Senior Program Manager	\$110
Deputy Program Manager	\$100
Sr. Project Manager/Technical Expert	\$80
Senior Construction Manager	\$80
Project Architect (Registered)	\$65
Project Engineer (Registered)	\$65
Senior Engineer	\$55
Project Construction Engineer	\$60
Staff Engineer	\$55
Design/Engineer Technician	\$40
Interior Designer (Registered)	\$60
Interior Designer (Non-Registered)	\$40
Designer/Project Coordinator	\$50
Project Manager	\$70
Assistant Project Manager	\$55
Construction Manager	\$65

JOB CLASSIFICATION	MAXIMUM RAW RATES
Senior Field Representative	\$55
Assistant Field Representative	\$45
Inspector	\$40
Contracts Support Manager	\$60
Contracts Support Specialist	\$40
Estimator	\$60
Project Scheduler	\$60
Small Business Coordinator	\$55
Accounting Manager	\$50
Accountant	\$40
Document Controls Manager	\$45
Technical Specialist	\$40
CADD Operator	\$40
Document Controls Specialist	\$35
Clerical/Administrative Support	\$35
Clerical/Administrative Support Work-site	\$35

***Hourly Flat Rate**

Any other classifications, including Subject Matter Experts and Specialty Consultants that may be used during the course of performing the Services and the hourly or flat rate for such classifications shall only be authorized by Service Order which may be by lump sum.

- 7.6.6 Prior to the beginning of any extension to the term of this Agreement, the rates specified in the table above may be adjusted by the lower of either the percentage increase in the Consumer Price Index (CPI) for the Miami urban area or the cost-of-living adjustment for the County non-union bargaining unit. The CPI adjustment is based on the percentage change of the CPI for the most recent month to the CPI of the 12 previous months but cannot exceed 5% for each rate.
- 7.6.7 Architect/Engineer shall not invoice the Owner for charges for office, rent or overhead expenses of any kind, including but not limited to, insurance, local telephone and utility charges, office/drafting supplies, depreciation of equipment, professional dues, subscriptions, incidental reproduction of drawings and/or specification, mailing, stenographic, clerical, nor shall it invoice for other

employee time or travel and subsistence not directly related to the Services. The direct labor multiplier factor set forth above shall cover all such costs pertinent to the Services for Home Office support personnel.

- 7.7 INVOICES AND METHODS OF PAYMENT: The Architect/Engineer shall submit monthly to the Project Manager, two (2) copies of a duly certified invoice for payments stating that the Services have been performed per this Agreement. A copy of the applicable Service Order shall accompany the original copy of the invoice. Invoices shall include the names, classification, salary rate per hour, hours worked, and total charge for all personnel directly engaged on the project. Additional format requirements, content and submittal date of the invoice shall be as specified by the Project Manager. The Owner shall make payment in accordance with the provisions of Chapter 218 of the Florida Statutes. However, the Owner may reject the invoice in whole or in part. If rejected, the Owner shall notify the Architect/Engineer in writing specifying the deficiencies and corrective action required. If the Owner rejects only a part of the invoice, the Owner shall pay the undisputed portion of the invoice on a timely basis. Rejected or partially rejected invoices shall be corrected by the Architect/Engineer and resubmitted to the Project Manager for payment. Resubmitted partially rejected invoices shall separately indicate the previously undisputed amount of the invoice.
- 7.8 PAYMENT FOR TERMINATED, SUSPENDED, OR ABANDONED SERVICES: In the event of termination or suspension of the Services or abandonment of the Agreement, the Architect/Engineer shall be compensated as provided for below.
- 7.8.1 Payment for Services completed and approved prior to receipt by the Architect/Engineer of notice of termination, abandonment, or suspension for which payment has not yet been made to the Architect/Engineer by the Owner, shall be made in the same manner as would have been required had such action not occurred.
- 7.8.2 For Services partially completed and satisfactorily performed prior to receipt by the Architect/Engineer of notice of termination, abandonment, or suspension, the Architect/Engineer shall be compensated on the basis of payment in the same manner as would have been required had such action not occurred, adjusted to the level of the completed portion of the Service. A claim by the Architect/Engineer for compensation shall be supported by such data as the Owner may reasonably require. In no case shall fees for partially completed Services exceed the fees that would have been paid for such Services had they not been terminated, abandoned, or suspended.
- 7.8.3 Upon payment to the Architect/Engineer for Service associated with abandoned, terminated, or suspended Services in accordance with this Article, the Architect/Engineer shall have no further claim for Services related to the abandoned, terminated or suspended Services.

7.8.4 No payment shall be made by the Owner to the Architect/Engineer for loss of anticipated profit(s) from any abandoned, terminated or suspended Services.

7.9 PAYMENT FOR SUB-CONSULTANTS: Sub-consultants, other than those that are a part of its project team, may be employed by the Architect/Engineer to perform any or all requested Services when in the opinion of the Architect/Engineer said sub-consultant services are necessary for the accomplishment of the Services. The Consultant shall obtain Owner's approval of the use of and the fees for such sub-consultants prior to commencing such work. Verification of the work performed by such sub-consultant(s) shall be the sole responsibility of the Consultant. Any Architect/Engineer's use of sub-consultants will not affect any NTE amount.

A. All payments to sub-consultant(s) employed for the performance of Services shall be the sole responsibility of the Architect/Engineer. The Architect/Engineer shall, upon receipt of progress and/or final billing(s) from such sub-consultant(s) for Services satisfactorily performed, incorporate such billing(s) in the manner and to the extent appropriate to the applicable payment basis(es) in the next following invoice submitted by the Architect/Engineer to the Owner. The Architect/Engineer shall not submit invoices that include charges for Services by sub-consultant(s), unless such Services have been performed satisfactorily and the charges are, in the opinion of the Architect/Engineer, payable to such sub-consultant(s). The Architect/Engineer shall make all payments to such sub-consultant(s) promptly following receipt by Architect/Engineer of corresponding payment from the Owner. Prior to any payments to sub-consultant(s), the Architect/Engineer shall, if requested by the Project Manager, furnish to the Owner a copy of the agreement(s) providing for such payments.

B. All pay compensation rates to sub-consultants authorized by the Owner shall not exceed those rates identified in Sub-article 7.6.5, unless otherwise approved in advance by the Owner.

7.10 SUB-CONTRACTOR/SUB-CONSULTANT REPORTING: Pursuant to Sections 2-8.1 and 10.34 of the Code of Miami-Dade County, the Architect/Engineer must report to the County the race, gender, and ethnic origin of the owners and employees of its first tier sub-contractors/sub-consultants via the Business Management Workforce System (BMWS) at <http://mdcsbd.gob2g.com>. The race, gender, and ethnic information must be submitted via BMWS as soon as reasonably available and, in any event, prior to final payment under the contract. The Architect/Engineer shall not change or substitute first tier sub-contractors/sub-consultants or direct suppliers or the portions of the contract work to be performed or materials to be supplied from those identified except upon written approval of the County. Additionally, in accordance with Section 2-8.8 of the Code, as a condition of final payment under a contract, the Architect/Engineer shall identify sub-contractors/sub-consultants used in the work, the amount of each sub-contract, and the amount paid and to be paid to each sub-contractor/sub-consultant via

BMWS. The Architect/Engineer shall be responsible for reporting all payments to sub-contractors, and sub-consultants must confirm the reported payments, via BMWS, within the specified time frame. In the event that the Architect/Engineer intends to pay less than the subcontract amount, the Architect/Engineer shall deliver to the County a statement explaining the discrepancy or any disputed amount.

- 7.11 PAYMENT FOR REIMBURSABLE EXPENSES: Reimbursable Expenses as described in Article 5 will be reimbursed by the Owner as verified by appropriate bills, invoices or statements.

7.11.1 Payment for Reimbursable Expenses may be requested monthly and shall be made on duly certified invoices listing such expenses and substantiated by supporting documentation. Provided there are no problems with an invoice, as determined by the Project Manager, payment by the Owner shall be in accordance with the "Florida Prompt Payment Act," Part VII, Chapter 218, Florida Statutes and Sub-article 3.24.

- 7.12 CONSEQUENCE FOR NON-PERFORMANCE: The cost of any damages incurred by the Owner as a result of negligence on the part of the Architect/Engineer's services and/or its sub-consultants and/or of the Architect/Engineer's failure to complete its services in the time specified in a Service Order shall be deducted by the Owner from each invoice until such time as the cost of those damages have been fully recovered by the Owner.

- 7.13 INSPECTOR GENERAL AUDIT ACCOUNT: An audit account is hereby established to pay for mandatory random audits by the County's Inspector General pursuant to County Code Section 2-1076. The amount for the Inspector General Audit Account is hereby set at **Eighty-Nine Thousand Three Hundred and Seventy-Five Dollars (\$89,375.00).** The Consultant shall have no entitlement to any of these funds. The Owner retains all rights to these funds, may expend these funds at its sole discretion, and any funds not expended from these audit accounts remain the property of the County.

ARTICLE 8

SPECIAL PROVISIONS

- 8.1 The scope of services to be provided may include, but is not limited to, assisting with planning and programming of projects, project scope verification, project design development and development and management of the CIP master schedule, task schedules, and budget/cost oversight of project elements. Assisting with project management tracking and reporting of contracts and projects status. Performing daily inspections, prepare daily logs, and document daily progress and quality of construction work. Advising and providing strategic day-to-day oversight and direction for the CIP and specific projects. Identifying project risks and proposing mitigation and solutions. Preparing and maintaining a Program Management Plan ("PMP") that includes the establishment of communication protocols, guidelines, and design and process standards. Providing and/or coordinating with MDAD consultants for cost estimating, scheduling and reviewing of schedule of values of projects . Assisting MDAD and other contracted design professionals and consultants (such as for Baggage Handling Systems (BHS), inspection and testing, estimating and scheduling, claims, etc.) providing support functions, deliverables, review of, service orders/invoices, payments, and change orders, change order management and commissioning. Developing and producing monthly progress reports that include accomplishments during the most recent reporting period, upcoming activities for the next reporting period, tracking of issues and action items identified, contract status and any other related information. Assisting with developing contract language and contract negotiations; and assisting with plan review function and any Interagency Memorandums of Understanding.

Working with MDAD to maintain design standards, establish and implement both a physical and an electronic central document library. Conducting and/or assisting with value engineering; this includes establishing when value engineering shall occur, the format/schedule for value engineering efforts, and establishing a standard value engineering report format and associated templates. Providing assistance, as needed, with permits, regulatory agencies and authorities having jurisdiction review. Assisting with the project verification review, review of design and construction documents, including constructability reviews, and assisting with bid phase services, as needed, including legal review coordination, bid tabulation and submittals review. Overseeing and supporting the design and construction phases including the change management of the projects and capital program. Providing change management functions for changes to design and construction scope, reviewing of impacts and entitlement and support negotiation and provide claim analysis. Providing construction managers, construction coordinators, construction engineers, commissioning and start-up specialists, inspectors, safety officers and administrative personnel for the successful execution of the projects . Processing and recommending approval of progress payments including allowance accounts and change orders.

- 8.2 Pursuant to Article 2.1, the Architect/Engineer shall be furnished with the following documents, or access thereto, as referenced in Basic Services: [list of relevant documents to follow, by document title, Project name if different than document title, Project/Contract number as appropriate, author or source of document, current location of document if other than MDAD Technical Support library.]
- 8.3 At any time during the term of this Agreement, the Owner can require the Consultant provide Project Specific Professional Liability Insurance in the amount of \$1,000,000 (or such other amount as may be specified in these Special Provisions) per claim to last the life of the Project plus three (3) years. The premium for this coverage shall be reimbursed to the Consultant in accordance with Article 5, "Reimbursable Expenses", of this Agreement.
- 8.4 The deduction of one quarter (1/4) of one (1) percent from each progress payment to pay for the functions of the Office of Inspector General is inapplicable because this Contract is either financed by aviation revenue bonds or funded by aviation revenue, which are subject to federal regulations.
- 8.5 OWNER PROVIDED ITEMS: Owner will provide office space, furniture, telephone and for designated individuals cellular phone services, provisions for faxing and copying, printers (individual or networked at Owner's discretion), computer hardware and software, and such other office supplies as reasonably necessary for all of Architect/Engineer's on-site employees. Owner will provide DSL internet connection, or comparable, for use by all Consultant's on-site employees within available and budgeted County funds.
- 8.5.1 MDAD will provide limited space to the Architect/Engineer for its workspace in offices located on-site at no cost. In the event this space becomes unavailable, the Owner will provide comparable space to the Architect/Engineer at the Department's expense. No additional space will be provided by the Department in its facilities for additional personnel of the Architect/Engineer or any of its sub-consultants.
- 8.5.2 MDAD will provide routine custodial service for the Architect/Engineer's on-site offices. This service shall include cleaning of floors and restrooms and emptying of wastepaper and recycled paper containers.
- 8.5.3 Maintenance and Repair: The Architect/Engineer shall preserve the office space in good working order and condition, subject to ordinary wear and tear.
- 8.5.4 Alterations and Signs: The Architect/Engineer shall not alter the office space in any way whatsoever, erect any signs, nor permit any advertising of any nature without prior written approval from the Department.

8.5.5 Other than the above items provided by the Owner and those reimbursable expenses described in Article 5; the Architect/Engineer may request other specific reimbursable expenses necessary to support the Field Office. These items with supporting rationale will be considered by the Owner and if acceptable, a Service Order will be issued by the Department. The Owner prefers that the Architect/Engineer Consultant endeavor to use County vendors to obtain these reimbursable goods and services whenever possible.

8.6 ORGANIZATIONAL CONFLICT OF INTEREST:

1. Policy

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 Terminal Optimization Program ("the Program") and to protect the business interests of the County, thereby safeguarding public dollars. This policy shall be supplemental to and not in derogation of any other requirements of law relating to conflicts of interest including, but not limited to, the County's Code of Ethics.

2. Definitions

Organizational conflict of interest situation in which the Architect/Engineer : (a) under this Agreement, 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 Architect/Engineer 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 contract, the Architect/Engineer 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 this Agreement that puts the consultant in a position to influence the result of the solicitation.

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.

Sub-consultants: firms under contract with the Architect/Engineer under this Agreement.

3. Certification of no organizational conflict of interest

The Architect/Engineer: (a) execution of this Agreement or any work order and/or (b) making a claim for payment under this Agreement, constitutes the Architect/Engineer's certification to the County that the Architect/Engineer or its

subconsultants do not have knowledge of any organizational conflicts of interest that exists in performing the work under this Agreement. False certifications maybe considered a material breach of the Agreement and the Architect/Engineer may be liable to the County for a false claim under the County's false claim ordinance. At any time during the performance of the Agreement, the County may require the Architect/Engineer to execute an express written certification that after diligent inquiry the Architect/Engineer does not have knowledge of any organizational conflict of interest. The County may also require the Architect/Engineer 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 a material breach of the contract and may disqualify the Architect/Engineer or its subcontractors from award of other County professional service agreements.

4. Identification of organizational conflict of interest

The Architect/Engineer and its subconsultants shall be obligated to disclose to the County any organizational conflict of interest which may exist or arise during the performance of this Agreement, or the potential for such conflicts to occur, immediately upon the discovery of such actual or potential conflict. The disclosure shall be in writing, addressed to the Director or his designee. 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 be simultaneously reported to the Office of the Inspector General (OIG) and the Commission on Ethics and Public Trust (COE). The Architect/Engineer /subconsultants' 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. In addition, in any subsequent solicitation for professional services for which the Architect/Engineer or its subconsultants compete for award, the Architect/Engineer and/or its subconsultants shall identify and address any potential organizational conflict of interest as between that solicitation and this Agreement or the work hereunder, particularly in those instances where the Architect/Engineer offers to use the same sub-consultants which may be primes or sub-consultants in other Program 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 of MDAD, subject to the approval of the Executive Director of the Commission on Ethics or his designee, shall make the decision of how to

address an organizational conflict of interest. The Executive Director of the Commission on Ethics or his designee shall render its determination promptly to avoid impacting the Program. The County shall consider the specific facts and circumstances of the 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 Program, 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 Architect/Engineer perform the Agreement. The County shall balance risks created by any organization conflict of interest against potential impacts to the Community Business Enterprise community in analyzing the appropriate method of addressing any organizational conflict of interest. Notwithstanding the preceding, the County's decision as to the existence of, and/or remedy for, any organizational conflict of interest shall be wholly binding on the Architect/Engineer and shall be made in the County's sole and complete discretion.

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 of MDAD 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 Architect/Engineer and/or its sub-consultants to implement structural barriers (firewalls) and internal corporate controls, (c) limiting the Architect/Engineers or subconsultant or the specific 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 Architect/Engineer and sub-consultant duties to mitigate organizational conflicts of interest, (g) requiring sub-consultants who are conflict free to perform identified areas of work, (h) requiring the Architect/Engineer or its sub-consultants 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 of MDAD 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 Program. 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 and the 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, the County may require that the Architect/Engineer cease the activity which creates a conflict with this Agreement. Failure to abide by this requirement shall result in the Architect/Engineer being in breach of this Agreement. In addition, the County may without penalty decline to award future professional service agreements or other contracts to the Architect/Engineer or its subconsultants if the award of such agreement or conflict with result in a conflict which cannot be remedied.

8.7 ACCESS TO RECORDS AND REPORTS: The Consultant must maintain an acceptable cost accounting system. The Consultant agrees to provide the Owner, the Federal Aviation Administration, and the Comptroller General of the United States or any of their duly authorized representatives' access to any books, documents, papers, and records of the contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Consultant agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

8.8 GENERAL CIVIL RIGHTS PROVISIONS: The Consultant agrees that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the Consultants from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

8.9 CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS:

1. Overtime Requirements

No Consultant or sub-consultant contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; Liability for Unpaid Wages; Liquidated Damages

In the event of any violation of the clause set forth in paragraph (1) above, the Consultant and any sub-consultant responsible therefor shall be liable for the unpaid wages. In addition, such Consultant and sub-consultant shall be liable to the United States (in the case of work done under contract for the District of Columbia or a

territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 1 above, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1 above.

3. Withholding for Unpaid Wages and Liquidated Damages

The Federal Aviation Administration or the Sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any monies payable on account of work performed by the Consultant or sub-consultant under any such contract or any other Federal contract with the same prime Consultant, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Consultant, such sums as may be determined to be necessary to satisfy any liabilities of such Consultant or sub-consultant for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 above.

4. Sub-consultants

The Consultant or sub-consultant shall insert in any subcontracts the clauses set forth in paragraphs 1 through 4 and also a clause requiring the sub-consultant to include these clauses in any lower tier subcontracts. The prime Consultant shall be responsible for compliance by any sub-consultant or lower tier sub-consultant with the clauses set forth in paragraphs 1 through 4 of this section.

- 8.10 CLEAN AIR AND WATER POLLUTION CONTROL: Consultant and sub-consultant agree to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 U.S.C. § 740-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251-1387). The Consultant and sub-consultant agree to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration. Consultant and sub-consultant must include this requirement in all subcontracts that exceeds \$150,000.

Consultant and sub-consultant agree:

1. That any facility to be used in the performance of the contract or subcontract or to benefit from the contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities;
2. To comply with all the requirements of Section 114 of the Clean Air Act, as amended, 42 U.S.C. 1857 et seq. and Section 308 of the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in Section 114 and Section 308 of the Acts, respectively, and all other regulations and guidelines issued thereunder;
3. That, as a condition for the award of this contract, the contractor or subcontractor will notify the awarding official of the receipt of any communication from the EPA indicating that a facility to be used for the performance of or benefit from the

contract is under consideration to be listed on the EPA List of Violating Facilities;

4. To include or cause to be included in any construction contract or subcontract which exceeds \$150,000 the aforementioned criteria and requirements.

8.11 CIVIL RIGHTS TITLE VI ASSURANCES:

Compliance with Nondiscrimination Requirements

During the performance of this contract, the Consultant, for itself, its assignees, and successors in interest (hereinafter referred to as the "Consultant") agrees as follows:

1. Compliance with Regulations: The Consultant will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. Non-discrimination: The Consultant, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Consultant will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. Solicitations for Subcontracts/Sub consultants, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Consultant of the Consultant's obligations under this contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.
4. Information and Reports: The Consultant will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish the information, the Consultant will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. Sanctions for Noncompliance: In the event of a Consultant's noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

- a. Withholding payments to the contractor under the contract until the contractor complies; and/or \
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
 - 6. Incorporation of Provisions: The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment unless, exempt by the Acts, the Regulations and directives issued pursuant thereto. The Consultant will take action with respect to any subcontract/sub consultant or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Consultant becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Consultant may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the Consultant may request the United States to enter into the litigation to protect the interests of the United States.
- 8.12 TITLE VI - LIST OF PERTINENT NON-DISCRIMINATION ACTS AND AUTHORITIES: During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:
- a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
 - b) 49 CFR part 21 (Non-discrimination in Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
 - c) The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
 - d) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
 - e) The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
 - f) Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
 - g) The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

- h) Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
 - i) The Federal Aviation Administration's Non-Discrimination Statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
 - j) Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
 - k) Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
 - l) Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).
- 8.13 FEDERAL FAIR LABOR STANDARDS ACT: All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers. The Consultant has full responsibility to monitor compliance to the referenced statute or regulation. The Consultant must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.
- 8.14 ENERGY CONSERVATION REQUIREMENTS: Consultant and Sub-consultant agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201 *et seq*).
- 8.15 TRADE RESTRICTION CERTIFICATION: By submission of an offer, the Consultant certifies that with respect to this solicitation and any resultant contract, the Consultant:
- a. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (U.S.T.R.);

- b. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the U.S.T.R.; and
- c. has not entered into any subcontract for any product to be used on the Federal on the project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

The Consultant must provide immediate written notice to the Owner if the Consultant learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Consultant must require subcontractors provide immediate written notice to the Consultant if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a Consultant or subcontractor:

- (1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R. or;
- (2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such U.S.T.R. list or;
- (3) who incorporates in the public works project any product of a foreign country on such U.S.T.R. list.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Consultant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by U.S.T.R, unless the Consultant has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may

direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the Federal Aviation Administration.

- 8.16 CERTIFICATION OF OFFERER/BIDDER REGARDING DEBARMENT: By submitting a bid/proposal under this solicitation, the bidder or Consultant certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.
- 8.17 CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT: The successful bidder, by administering each lower tier subcontract that exceeds \$25,000 as a "covered transaction", must verify each lower tier participant of a "covered transaction" under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The successful bidder will accomplish this by:
1. Checking the System for Award Management at website: <http://www.sam.gov>.
 2. Collecting a certification statement similar to the Certificate Regarding Debarment and Suspension Consultant, above.
 3. Inserting a clause or condition in the covered transaction with the lower tier contract.

If the FAA later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

- 8.18 VETERAN'S PREFERENCE: In the employment of labor (excluding executive, administrative, and supervisory positions), the contractor and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 U.S.C. 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.
- 8.19 DISTRACTED DRIVING: In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving" (10/1/2009) and DOT Order 3902.10 "Text Messaging While Driving" (12/30/2009), the FAA encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or sub-grant.

In support of this initiative, the Owner encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the

substance of this clause in all sub-tier contracts exceeding \$3,500 and involve driving a motor vehicle in performance of work activities associated with the project.

- 8.20 OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970: All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Contractor retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.
- 8.21 DISADVANTAGED BUSINESS ENTERPRISES: Contract Assurance - The Consultant or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Consultant shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.

Prompt Payment - The Consultant agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than days stated in Sub-article 3.25, Prompt Payment from the receipt of each payment the Consultant receives from Owner. The Consultant agrees further to return retainage payments to each subcontractor within days stated in Sub-article 3.25, after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Owner. This clause applies to both DBE and non-DBE subcontractors.

- 8.22 CERTIFICATION REGARDING LOBBYING: The Proposer certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Proposer, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative

agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

- 8.23 TITLE VI SOLICITATION NOTICE: MDAD, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.
- 8.24 COPELAND "ANTI-KICKBACK" ACT: Contractor must comply with the requirements of the Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 3145), as supplemented by Department of Labor regulation 29 CFR part 3. Contractor and subcontractors are prohibited from inducing, by any means, any person employed on the project to give up any part of the compensation to which the employee is entitled. The Contractor and each Subcontractor must submit to the Owner, a weekly statement on the wages paid to each employee performing on covered work during the prior week. Owner must report any violations of the Act to the Federal Aviation Administration.
- 8.25 EQUAL OPPORTUNITY CLAUSE: During the performance of this contract, the contractor agrees as follows:
- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identify or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
 - (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive

considerations for employment without regard to race, color, religion, sex, or national origin.

- (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Required Contract Provisions Issued on January 29, 2016 Page 45 AIP Grants and Obligated Sponsors Airports (ARP) administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided, however,* That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

8.26 U.S. SOCCER FEDERATION 2026 WORLD CUP: The terms of this Agreement are subordinate to the terms of the Airport Agreement submitted by Miami-Dade County to the United States Soccer Federation on February 21, 2018, pursuant to Board of County Commissioners' Resolution No. R-187-18. In carrying out its obligations under this Agreement, A/E shall not take or omit any action which is inconsistent

with, or in derogation of, the County's obligations under the Airport Agreement.

Where the A/E's rights or obligations under this Agreement are in conflict with the County's obligations under the Airport Agreement, and upon notice by the County to A/E, the terms of this Agreement shall be deemed conformed to the County's obligations under the Airport Agreement. Where such conformance would cause a material change in this Agreement, A/E shall have the right, upon written notice to the County within five (5) days of receipt of notice of such a conflict, to terminate this Agreement for convenience; in such termination, the A/E shall have no cause of action for money damages of any kind, including but not limited to direct damages, unamortized costs or debt, stored or ordered materials, indirect damages, lost profits, loss of opportunity, loss of goodwill, or otherwise. In the event that the A/E does not elect to terminate this Agreement within the time specified herein, this Agreement shall be deemed to have been amended via consent of the parties to conform its terms to the requirements of the Airport Agreement, but only to the extent needed to avoid conflict with same. Agreement between Miami-Dade County and U.S. Soccer Federation may be downloaded at: www.miamidade.gov/govaction/legistarfiles/MinMatters/Y2018/180129min.pdf.

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

ARCHITECT/ENGINEER (CORPORATION)

Hill International, Inc.
Legal Name of Corporation

ATTEST:

Secretary: 
Signature and Seal

By: 
Architect/Engineer - Signature



William H. Dengler, Jr., Secretary

Michael B. Smith, President - Americas

ARCHITECT/ENGINEER (INDIVIDUAL, PARTNERSHIP OR JOINT VENTURE)

Legal Name

Witness: _____ By: _____
Signature

Witness: _____ By: _____
Signature

FEIN _____

MIAMI-DADE COUNTY BOARD OF COUNTY COMMISSIONERS

By: _____
Mayor

ATTEST: Harvey Ruvin, Clerk

BY: _____
(Miami-Dade County Seal)

Approved for Form and Legal Sufficiency

(Assistant County Attorney)

Exhibit 1

Principal in Charge

Eladio Castrodad, PE, PMP

First Vice President Southeast and Caribbean Region

ecastrodad@hillintl.com

305-468-4915(B)

Deputy Principal in Charge

Pierre Rousseau, PMP, LEED AP

Vice President Florida and Caribbean Region

pierr Rousseau@hillintl.com

(407) 248-8301 (B)

Exhibit 2

Critical Personnel

Senior Program Manager

Max Fajardo
max.fajardo@tylin.com
305-567-1888(B);

Deputy Program Manager

Jaime Chavarriaga
jaimechavarriaga@hillintl.com
305-468-4915(B);

Deputy Program Manager

Carlos Bonzon PhD. PE
CBonzon@bermelloajamil.com
305-859-2050(B);

Exhibit 3
Job Descriptions

Principal in Charge Deputy Principal	Responsible for overseeing the administration and management of the contract and tasks involved. Quality Controls / Quality Assurance for all aspects of work. Provides special project guidance and support as well as senior negotiation support for complex or large-scale issues. Provides senior level guidance and support to MDAD decision makers during program and project planning.
SME / Specialty Consultants	Individuals called upon to perform work by Consultant and as required by MDAD proposed work as they are experts in their field. This can be for Design Review and/or Construction Issues to ensure compliance with Industry Best Practices and Stakeholders requirements'
Senior Program Managers	Individuals with over 20 years experience in the management of large, complex, multi-package construction projects. To be responsible for the overall management of assigned multiple project groups, supervision of Project Managers, coordination with other multiple project groups and coordination with Consultants of Record and the General Contractors. Registration as Architect or Engineer is desirable, but not required.
Deputy Program Manager	As above but with less years of experience
Senior Project Managers /Technical Expert	Individuals with over 10 years experience in the management of large, complex, multi-package construction projects. To be responsible for the overall management of assigned project(s and coordination of the Consultants of Record and the General Contractors. Registration as Architect or Engineer is desirable, but not required.
Senior Construction Manager	Individual with a minimum of 10 years of experience and a four-year college degree preferred. The Construction Manager is responsible for the management, managerial oversight, administration, and coordination of the construction process from the conceptual development stage through final construction on timely and economical basis. Tasks include but are not limited to Coordination of contractors on building projects, Resolve field issues in cooperation with A/E, Assist in CPM Schedule updates, support staff with change order review and correspondence, coordination and integration of field activities, including closeout and commissioning.
Design Managers	Individuals with over 10 years experience in the management of large, complex, multi-package construction projects. To be responsible for day-to-day coordination and management of A/E Consultants for assigned project. Shall monitor progress and issue Program design and schedule requirements to the A/E.

(Registered Architect / Engineer / Interior Designer)	Shall ensure compliance with Program Master Plan, interface requirements and shall monitor A/E contract administration activities during construction. Registration as Architect or Engineer is desirable, but not required.
Senior Engineer (Civil/ MEP Coordinators)	Responsible for coordinating intra-project MEP information. Shall provide field observation as necessary during construction. Shall monitor waivers and assist in receiving approval. Monitor/reviews communications and correspondence between A/E and Contractors for compliance with program standards. Assists in problem resolution, visits site periodically and coordinates activities with MDAD department as may be required. Architect, Engineer and/or related trade registration is desirable, but not required.
Project Construction Engineer (Site Manager)	Responsible for logistics to distribute contract documents and program-wide information to consultants, Program team members and Contractor. Shall maintain tracking logs to ascertain that documents and information have been received on a timely basis. Monitors/reviews communications and correspondence between A/E and Contractors for compliance with program standards. Assists in problem resolution, visits site periodically and coordinates activities with MDAD departments as may be required.
Senior Field Representative	Individual with a minimum of 10 years of experience in project controls and a four-year college degree required. Responsibilities include; Change order processing, Submittal review, Attend pre-construction meetings, RFI (request for information) review, Quality (QA/QC), Document tracking and management, Conduct construction progress meetings, Conduct project team meetings, Coordinate agreements with and work of sub-consultants and services, Maintain on-going contact with the Construction Project Manager
Special Inspector	Individual with over 10 years of experience and a four-year college degree preferred. Certified by the County to perform Special Types of Inspections. Candidate will monitor contractor compliance with Special Inspections per county requirements. Will furnish inspection reports will be responsible for coordinating daily inspection of construction work within a given discipline to ensure the project complies with plans and specifications, be proactive and alert to issues that may come up in the field, propose solutions to mitigate those problems.

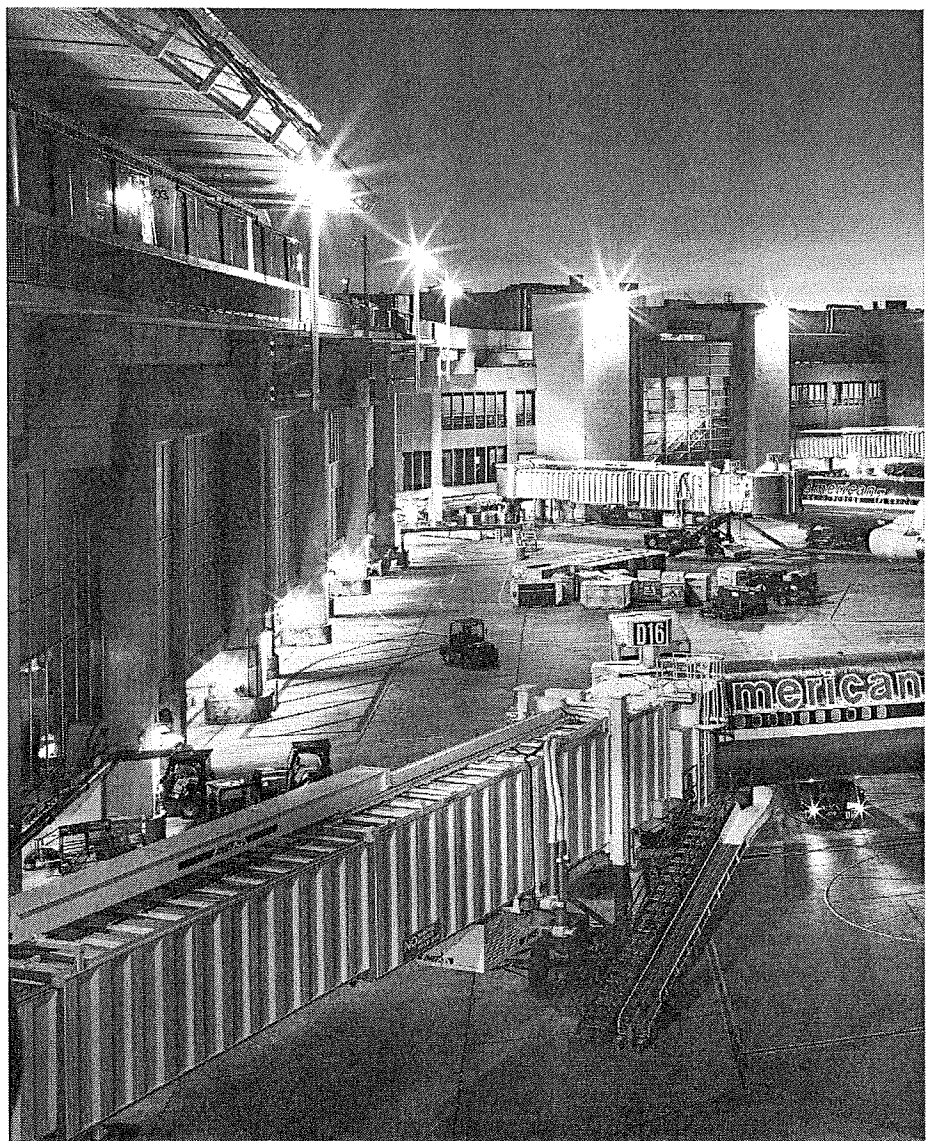
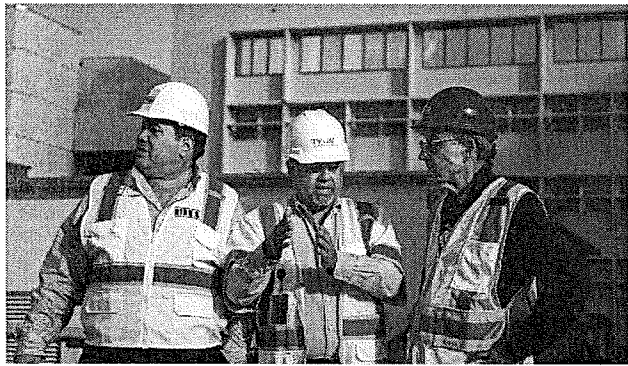
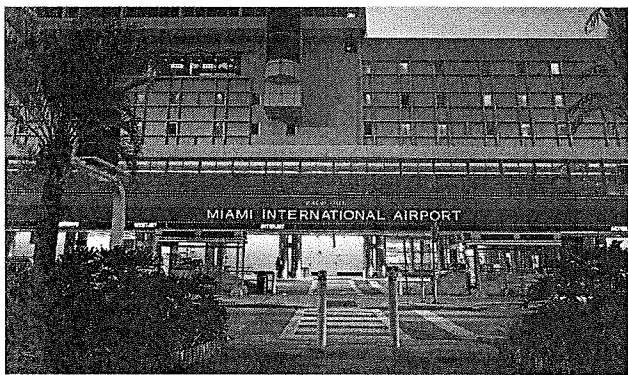
Inspector	Individual with a minimum of 5-10 years of experience and a four-year college degree preferred. Candidate will be responsible for providing daily inspection of construction work within a given discipline to ensure the project complies with plans and specifications, be proactive and alert to issues that may come up in the field, propose solutions to mitigate those problems. Responsibilities include observing fieldwork to ensure workmanship and materials meet standards. Individuals must be able to document the work via the daily inspection reports and other reports as required.
Contracts Support Manager/ Specialist	Individual with a minimum of 10 years of experience and a four-year college degree preferred. Must be knowledgeable in construction contracting methods, understanding of relationship between contractual responsibilities and assignment of risk, and a basic understanding of relationship between construction costs, quality, and schedule. Tasks include but are not limited to; Establish Consistent Contracting and Selection Methods, Lead Bidding and Negotiations of contracts and managing performance of contractors and consultants after award.
Estimator	Responsible for developing and maintaining the updated CIP Baseline Budget, Developing and maintaining Estimates of Probable Construction Costs for each Project Package, maintaining and updating Project Construction Cost Estimate files, reviewing and commenting on Construction Managers IGMP and FGMP and participating in the Change Control Committee.
Project Schedulers	Responsible for preparing and maintaining the Master Program Schedule, identifying conflicts in the Master Program Schedule, initiating Schedule Recovery Action, monitoring Project and Mater Program Schedule progress to detect adverse schedule trends, comparing progress to the Baseline Master Program Schedule and current Master Program Schedule, maintaining a list of the Interfaces Milestones, providing monthly reports assessing Program progress and participating in the Change Control Committee.
Small Business Coordinator (DBE Coordinators)	Responsible for administrative work and contract compliance for the Disadvantaged Business Enterprise (DBE) Program. Assists MDAD in setting participation goals for the project. Monitors contractor and subcontractors for compliance with federal regulations and the DBE Program. Notifies participating contractors to advice of compliance deficiencies. Prepares evaluation reports to ensure adherence to Program standards.

Accounting Manager	Responsible for reviewing, logging and tracking contracts, agreements, change orders and amendments. Reviews invoices for completeness and accuracy. Follows up with the intention of expediting invoice processing. Assists with financial audits and accounting reviews.
Document Control Personnel	Responsible for storing centralized official records. Receives stamps, distributes, incorporates into electronic data base, stores and files records in accordance with established records management procedures. Provides retrieval support for access by staff. Maintains archives.
CADD Support Personnel	Coordinate project interface requirements with special emphasis on electronic drawing file exchange. Participate in the Quality Assurance Program's Design and Technical Reviews for compliance to MIA CAD Standards. Coordination with Project Managers and A/E of each CIP project to implement CAD standards and to evaluate CAD files at various submittal stages. Maintain and update CIP Master Plan, Phasing Plans MOT plans and program Life Safety Plans.
Clerical/ Administrative Support Personnel	Responsible for managing and controlling all incoming and outgoing correspondence. Provides weekly, monthly and quarterly reports as directed. Schedules and maintains calendar of appointments, meetings, and travel itinerary. Knowledgeable of basic office automation and trains team members on voicemail, computer system and software. Performs special projects as assigned. Assist Project Managers, Design Managers and Site Managers with their daily activities. Responsible for delivery and pick-up of mail and packages as necessary. Assists administrative and document control departments as needed. Responsible for inventory, distribution, replenishment, organization and maintenance of office supplies in storage room. Maintains and services company vehicles.

EXHIBIT 4
DISADVANTAGED BUSINESS ENTERPRISE (DBE)
PARTICIPATION PROVISIONS,
FORM 1 - DBE UTILIZATION
AND FORM 2 - LETTERS OF INTENT, CONTRACT PARTICIPATION FORM AND
BIDDER'S LIST

H.

DBE PARTICIPATION PROVISION FORMS



DBE Participation Provision Forms



EXHIBIT A – Revised 9/2/2014

DBE Utilization Form Forms 1 & 2 Demonstration of Good Faith Efforts

FORM 1: DISADVANTAGED BUSINESS ENTERPRISE (DBE) UTILIZATION

The undersigned bidder/offor has satisfied the requirements of the bid specification in the following manner (please check the appropriate space).

- The bidder/offor is committed to a minimum of 28 % DBE utilization in this Contract.
- The bidder/offor (if unable to meet the DBE goal of _____ % is committed to a minimum of _____ % DBE utilization on this contract and submits documentation demonstrating good faith efforts. Actions constituting evidence of good faith efforts are described in Appendix A to 49 CFR Part 26, Section 26.53 and request for waiver Exhibit D.

Name of bidder/offor's firm: Hill International, Inc.

Address: 80 S.W. 8th Street, Suite 2220

City: Miami State: FL Zip: 33130

Telephone: 305-468-4900

State Registration No. 106000005615

By: (Signature) Title: Senior Vice President and Southeast Regional Manager

Luis Lugo, Jr.

(Print Name)

Date: January 30, 2020

FORM 2: LETTER OF INTENT

Name of DBE firm: ALLEGUEZ ARCHITECTURE INC.

Address: 7294 SW 48 St

City: Miami State: FL Zip: 33155

Telephone: (305) 461-4001

Description of work to be performed by DBE firm: Roof Design, Inspections

The bidder/offor is committed to utilizing the above named DBE firm for the work described above. The estimated *percentage* value of this work is 3 %.

AFFIRMATION:

The above named DBE firm affirms that it will perform the portion of the contract for the estimated percent as stated above.

By: (Signature) PRESIDENT
(Title)

If the bidder/offor does not receive award of the contract, any and all representations in this Letter of Intent and Affirmation shall be null and void.

This form may be duplicated if utilizing multiple DBE firms.

Florida UCP DBE Directory**Number of Records Returned:** 1**Selection Criteria:**

Vendor : ALLEGUEZ ARCHITECTURE INC

Vendor Name: ALLEGUEZ ARCHITECTURE INC**DBE Certification:** CERTIFIED**MBE Certification:** Certified**DBA:****Former Name:****Business Description:** ARCHITECTURE & INTERIOR DESIGN SERVICES**Mailing Address:** 7294 SW 48 ST
MIAMI, FL 33155-**Contact Name:** ANA ALLEGUEZ-GALERA**Phone:** (305) 461-4001**Fax:** (305) 461-6002**Email:** ANA@ALLEGUEZARCHITECTURE.COM**ACDBE Status:** N**Statewide Availability:** N**Certified NAICS**541310 Architectural Services
541410 Interior Design Services

Run on : 12/17/2019

Page: 1



EXHIBIT A – Revised 9/2/2014

DBE Utilization Form
Forms 1 & 2 Demonstration of Good Faith Efforts

FORM 1: DISADVANTAGED BUSINESS ENTERPRISE (DBE) UTILIZATION

The undersigned bidder/offeror has satisfied the requirements of the bid specification in the following manner (please check the appropriate space).

- The bidder/offeror is committed to a minimum of 28 % DBE utilization in this Contract.
- The bidder/offeror (if unable to meet the DBE goal of _____ % is committed to a minimum of _____ % DBE utilization on this contract and submits documentation demonstrating good faith efforts. Actions constituting evidence of good faith efforts are described in Appendix A to 49 CFR Part 26, Section 26.53 and request for waiver Exhibit D.

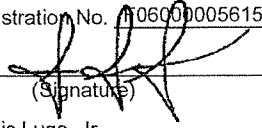
Name of bidder/offeror's firm: Hill International, Inc.

Address: 80 S.W. 8th Street, Suite 2220

City: Miami State: FL Zip: 33130

Telephone: 305-468-4900

State Registration No. 106000005615

By:  Title: Senior Vice President and Southeast Regional Manager

Luis Lugo, Jr. Date: January 30, 2020
(Print Name)

FORM 2: LETTER OF INTENT

Name of DBE firm: Fraga Engineers, LLC

Address: 135 San Lorenzo Avenue Suite 890

City: Coral Gables State: FL Zip: 33146

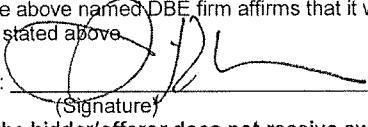
Telephone: (305) 444-8210

Description of work to be performed by DBE firm: MEP/F Engineering

The bidder/offeror is committed to utilizing the above named DBE firm for the work described above. The estimated **percentage** value of this work is 4 %.

AFFIRMATION:

The above named DBE firm affirms that it will perform the portion of the contract for the estimated percent as stated above.

By:  Principal
(Signature) (Title)

If the bidder/offeror does not receive award of the contract, any and all representations in this Letter of Intent and Affirmation shall be null and void.

This form may be duplicated if utilizing multiple DBE firms.

Florida UCP DBE Directory

Number of Records Returned: 1

Selection Criteria:

Vendor : FRAGA ENGINEERS LLC

Vendor Name: FRAGA ENGINEERS LLC

DBE Certification: CERTIFIED

MBE Certification:

DBA:

Former Name:

Business Description: ENGINEERING SERVICES

Mailing AddressJ: 135 SAN LORENZO AVENUE SUITE 890
CORAL GABLES, FL 33146-

Contact Name: IRENE FRAGA

Phone: (305) 444-8210

Fax: (305) 444-5920

Email: CSILVA@FRAGAENG.COM

ACDBE Status: N

Statewide Availability: N

Certified NAICS

541330 Engineering Services



**Internal Services Department
Small Business Development**

111 NW 1 Street, 19th Floor
Miami, Florida 33128
T 305-375-3111
F 305-375-3160

May 17, 2019

Irene F. Fraga
Fraga Engineers, LLC
135 SAN LORENZO AVENUE
Suite 890
CORAL GABLES, FL 33146

Approval Date: March 26, 2019 - Disadvantaged Business Enterprise (DBE)
Anniversary Date: March 26, 2020

Dear Irene F. Fraga,

Miami-Dade County Small Business Development (SBD), a division of the Internal Services Department (ISD), is pleased to notify you that your firm is certified under the Florida Unified Certification Program (UCP). Your firm meets the eligibility requirements for certification as a Disadvantaged Business Enterprise (DBE) in accordance with 49 CFR Part 26.

DBE certification is continuous with no expiration date; however, firms are required to attest that there are no changes via the No Change Declaration form on or before the firm's anniversary date to remain certified. You will be notified of your annual responsibilities in advance of the Anniversary Date listed above. You must submit the annual No Change Declaration form no later than the Anniversary Date to maintain your eligibility. Your firm will be listed in the UCP DBE Directory which can be accessed through the Florida Department of Transportation's website: <http://www3b.dot.state.fl.us/EqualOpportunityOfficeBusinessDirectory/>.

DBE certification is NOT a guarantee of work, but it enables the firm to compete for and perform contract work on all USDOT Federal Aid (FAA, FTA and FHWA) projects in Florida as a DBE contractor, sub-contractor, consultant, sub-consultant or material supplier.

If at any time there is a material change in your firm, you must advise this office by sworn affidavit and supporting documentation within thirty (30) days. Changes include, but are not limited to ownership, officers, directors, management, key personnel, scope of work performed, daily operations, on-going business relationships with other firms, individuals or the physical location of your firm. After our review, you will receive instructions as to how you should proceed, if necessary. Failure to comply will result in action to remove your firm's DBE certification.

It is strongly recommended that you register your firm as a vendor with Miami-Dade County. To register, you may visit: <http://www.miamidade.gov/procurement/vendor-registration.asp>. Thank you for your interest in doing business with Miami-Dade County. If you have any questions or concerns, you may contact our office at 305-375-3111 or sbdcert@miamidade.gov.

Sincerely,

Claudious Thompson, Section Chief
Small Business Development

NAICS & Industry Title: (Your firm is eligible to compete for and perform work on all USDOT Federal Aid projects throughout Florida and may earn DBE or ACDBE credit for work performed in the following areas.)

NAICS 541310: ARCHITECTURAL SERVICES
NAICS 541330: ENGINEERING SERVICES



EXHIBIT A – Revised 9/2/2014

DBE Utilization Form
Forms 1 & 2 Demonstration of Good Faith Efforts

FORM 1: DISADVANTAGED BUSINESS ENTERPRISE (DBE) UTILIZATION

The undersigned bidder/offeree has satisfied the requirements of the bid specification in the following manner (please check the appropriate space).

- The bidder/offeree is committed to a minimum of 28 % DBE utilization in this Contract.
- The bidder/offeree (if unable to meet the DBE goal of _____% is committed to a minimum of _____% DBE utilization on this contract and submits documentation demonstrating good faith efforts. Actions constituting evidence of good faith efforts are described in Appendix A to 49 CFR Part 26, Section 26.53 and request for waiver Exhibit D.

Name of bidder/offeree's firm: Hill International, Inc.

Address: 80 S.W. 8th Street, Suite 2220

City: Miami State: FL Zip: 33130

Telephone: 305-468-4900

State Registration No. F06800005615

By: (Signature) Title: Senior Vice President and Southeast Regional Manager

Luis Lugo, Jr. Date: January 30, 2020
(Print Name)

FORM 2: LETTER OF INTENT

Name of DBE firm: NIFAH AND PARTNERS CONSULTING ENGINEERS INC.

Address: 7300 North Kendall Drive, Suite 460

City: Miami State: FL Zip: 33156

Telephone: (305) 386-1002

Description of work to be performed by DBE firm: structural engineering and threshold inspection

The bidder/offeree is committed to utilizing the above named DBE firm for the work described above. The estimated **percentage** value of this work is 3 %.

AFFIRMATION:

The above named DBE firm affirms that it will perform the portion of the contract for the estimated percent as stated above.

By: Samuel W. Nifah President & CEO
(Signature) (Title)

If the bidder/offeree does not receive award of the contract, any and all representations in this Letter of Intent and Affirmation shall be null and void.

This form may be duplicated if utilizing multiple DBE firms.

Florida UCP DBE Directory

Number of Records Returned: 1

Selection Criteria:

Vendor : NIFAH AND PARTNERS CONSULTING ENGINEERS INC

Vendor Name: NIFAH AND PARTNERS CONSULTING ENGINEERS INC

DBE Certification: CERTIFIED

MBE Certification:

DBA:

Former Name:

Business Description: ENGINEERING SERVICES

Mailing AddressJ: 7300 NORTH KENDALL DRIVE
SUITE 460
MIAMI, FL 33156-

Contact Name: SAMUEL NIFAH

Phone: (305) 386-1002

Fax: (305) 386-3907

Email: SNIFAH@NIFAHPARTNERS.COM

ACDBE Status: Y

Statewide Availability: Y

Certified NAICS

541330 Engineering Services
541350 Building Inspection Services



Internal Services Department
Small Business Development
111 NW 1 Street, 19th Floor
Miami, Florida 33128
T 305-375-3111
F 305-375-3160

August 12, 2019

Samuel N. Nifah
Nifah and Partners Consulting Engineers, Inc.
7300 North Kendall Drive
Suite 460
MIAMI, FL 33156

Approval Date: August 5, 2019 - Disadvantaged Business Enterprise (DBE)
Anniversary Date: October 31, 2020

Dear Samuel N. Nifah,

Miami-Dade County Small Business Development (SBD), a division of the Internal Services Department (ISD), is pleased to notify you that your firm is certified under the Florida Unified Certification Program (UCP). Your firm meets the eligibility requirements for certification as a Disadvantaged Business Enterprise (DBE) in accordance with 49 CFR Part 26.

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DBE certification is NOT a guarantee of work, but it enables the firm to compete for and perform contract work on all USDOT Federal Aid (FAA, FTA and FHWA) projects in Florida as a DBE contractor, sub-contractor, consultant, sub-consultant or material supplier.

If at any time there is a material change in your firm, you must advise this office by sworn affidavit and supporting documentation within thirty (30) days. Changes include, but are not limited to ownership, officers, directors, management, key personnel, scope of work performed, daily operations, on-going business relationships with other firms, individuals or the physical location of your firm. After our review, you will receive instructions as to how you should proceed, if necessary. Failure to comply will result in action to remove your firm's DBE certification.

It is strongly recommended that you register your firm as a vendor with Miami-Dade County. To register, you may visit: <http://www.miamidade.gov/procurement/vendor-registration.asp>. Thank you for your interest in doing business with Miami-Dade County. If you have any questions or concerns, you may contact our office at 305-375-3111 or sbdcert@miamidade.gov.

Sincerely,

Claudious Thompson, Section Chief
Small Business Development

NAICS & Industry Title: (Your firm is eligible to compete for and perform work on all USDOT Federal Aid projects throughout Florida and may earn DBE or ACDBE credit for work performed in the following areas.)

NAICS 541330 ENGINEERING SERVICES
NAICS 541350 BUILDING INSPECTION SERVICES



EXHIBIT A – Revised 9/2/2014

DBE Utilization Form
Forms 1 & 2 Demonstration of Good Faith Efforts

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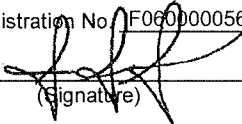
Name of bidder/offeror's firm: Hill International, Inc.

Address: 80 S.W. 8th Street, Suite 2220

City: Miami State: FL Zip: 33130

Telephone: 305-468-4900

State Registration No. F06000005615

By:  Title: Senior Vice President and Southeast Regional Manager

Luis Lugo, Jr.

(Print Name)

Date: January 30, 2020

FORM 2: LETTER OF INTENT

Name of DBE firm: PACO TECHNOLOGIES INC.

Address: 7205 Corporate Center Dr., Suite 504

City: Miami State: FL Zip: 33126

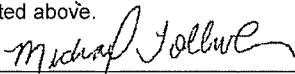
Telephone: (305) 666-3456

Description of work to be performed by DBE firm: Project Controls, Document Control, Value Engineering

The bidder/offeror is committed to utilizing the above named DBE firm for the work described above. The estimated **percentage** value of this work is 3 %.

AFFIRMATION:

The above named DBE firm affirms that it will perform the portion of the contract for the estimated percent as stated above.

By:  Senior Vice President
(Signature) (Title)

If the bidder/offeror does not receive award of the contract, any and all representations in this Letter of Intent and Affirmation shall be null and void.

This form may be duplicated if utilizing multiple DBE firms.

Florida UCP DBE Directory

Number of Records Returned: 1

Selection Criteria:

Vendor : PACO TECHNOLOGIES INC

Vendor Name: PACO TECHNOLOGIES INC

DBE Certification: CERTIFIED

MBE Certification:

DBA:

Former Name:

Business Description: CONSULTANT

Mailing AddressJ: 110 WILLIAM STREET
SUITE 1201
NEW YORK, NY 10038-

Contact Name: INA ARQIMANDRITI

Phone: (212) 685-0578

Fax: (212) 685-1379

Email: CERTIFICATIONS@PACOTECHNOLOGIES.COM

ACDBE Status: N

Statewide Availability: N

Certified NAICS

541990 All Other Professional, Scientific, and Technical Services



EXHIBIT A – Revised 9/2/2014

**DBE Utilization Form
Forms 1 & 2 Demonstration of Good Faith Efforts**

FORM 1: DISADVANTAGED BUSINESS ENTERPRISE (DBE) UTILIZATION

The undersigned bidder/offeror has satisfied the requirements of the bid specification in the following manner (please check the appropriate space).

- The bidder/offeror is committed to a minimum of 28 % DBE utilization in this Contract.
- The bidder/offeror (if unable to meet the DBE goal of _____% is committed to a minimum of _____% DBE utilization on this contract and submits documentation demonstrating good faith efforts. Actions constituting evidence of good faith efforts are described in Appendix A to 49 CFR Part 26, Section 26.53 and request for waiver Exhibit D.

Name of bidder/offeror's firm: Hill International, Inc.

Address: 80 S.W. 8th Street, Suite 2220

City: Miami State: FL Zip: 33130

Telephone: 305-468-4900

State Registration No. F00000005615

By: [Signature] Title: Senior Vice President and Southeast Regional Manager

Luis Lugo, Jr. Date: January 30, 2020
(Print Name)

FORM 2: LETTER OF INTENT

Name of DBE firm: SHARP 10 GROUP LLC

Address: 1645 Palm Beach Lakes Blvd, Suite 1200

City: West Palm Beach State: FL Zip: 33401

Telephone: (561) 666-3446

Description of work to be performed by DBE firm: budget and cost oversight

The bidder/offeror is committed to utilizing the above named DBE firm for the work described above. The estimated **percentage** value of this work is 3 %.

AFFIRMATION:

The above named DBE firm affirms that it will perform the portion of the contract for the estimated percent as stated above.

By: [Signature] M. Patrick Sharpton, President/CEO
(Signature) (Title)

If the bidder/offeror does not receive award of the contract, any and all representations in this Letter of Intent and Affirmation shall be null and void.

This form may be duplicated if utilizing multiple DBE firms.

Florida UCP DBE Directory

Number of Records Returned: 1

Selection Criteria:

Vendor : SHARP 10 GROUP LLC

Vendor Name: SHARP 10 GROUP LLC

DBE Certification: CERTIFIED

MBE Certification: Certified

DBA:

Former Name:

Business Description: AN INFRASTRUCTURE CONSULTANCY AND INTERNATIONAL TRADE ADVISORY COMPANY.

Mailing AddressJ: 1645 PALM BEACH LAKES BLVD
SUITE 1200
WEST PALM BEACH, FL 33401-

Contact Name: PATRICK SHARPTON

Phone:

Fax:

Email: MPS@SHARP10GROUP.COM

ACDBE Status: N

Statewide Availability: Y

Certified NAICS

541519	Other Computer Related Services
541611	Administrative Management and General Management Consulting Services
541614	Process, Physical Distribution, and Logistics Consulting Services
541618	Other Management Consulting Services
541690	Other Scientific and Technical Consulting Services
561110	Office Administrative Services
561210	Facilities Support Services
561611	Investigation Services
561990	All Other Support Services
611430	Professional and Management Development Training
611710	Educational Support Services



GREATER ORLANDO
AVIATION AUTHORITY

Florida Unified Certification Program

Disadvantaged Business Enterprise (DBE)

Certificate of Eligibility

SHARP 10 GROUP LLC

MEETS THE REQUIREMENTS OF 49 CFR, PART 26

APPROVED NAICS CODES:

541519

Victoria V Smith

11/03/2016

DATE

VICTORIA V. SMITH, DBE Certification Manager - Florida Department of Transportation



JACKSONVILLE
TRANSPORTATION
AUTHORITY





EXHIBIT A – Revised 9/2/2014

**DBE Utilization Form
Forms 1 & 2 Demonstration of Good Faith Efforts**

FORM 1: DISADVANTAGED BUSINESS ENTERPRISE (DBE) UTILIZATION

The undersigned bidder/offeror has satisfied the requirements of the bid specification in the following manner (please check the appropriate space).

- The bidder/offeror is committed to a minimum of 28 % DBE utilization in this Contract.
- The bidder/offeror (if unable to meet the DBE goal of _____ % is committed to a minimum of _____ % DBE utilization on this contract and submits documentation demonstrating good faith efforts. Actions constituting evidence of good faith efforts are described in Appendix A to 49 CFR Part 26, Section 26.53 and request for waiver Exhibit D.

Name of bidder/offeror's firm: Hill International, Inc.

Address: 80 S.W. 8th Street, Suite 2220

City: Miami State: FL Zip: 33130

Telephone: 305-468-4900

State Registration No. IF06000005615

By: (Signature) Title: Senior Vice President and Southeast Regional Manager

Luis Lugo, Jr. Date: January 30, 2020
(Print Name)

FORM 2: LETTER OF INTENT

Name of DBE firm: The Architectural Design Consortium Inc

Address: 5975 SUNSET DRIVE, SUITE 704

City: Miami State: FL Zip: 33143

Telephone: (786) 385-5956

Description of work to be performed by DBE firm: technical services

The bidder/offeror is committed to utilizing the above named DBE firm for the work described above. The estimated **percentage** value of this work is 4 %.

AFFIRMATION:

The above named DBE firm affirms that it will perform the portion of the contract for the estimated percent as stated above.

By: (Signature) EMMANUEL YONG PRESIDENT
(Title)

If the bidder/offeror does not receive award of the contract, any and all representations in this Letter of Intent and Affirmation shall be null and void.

This form may be duplicated if utilizing multiple DBE firms.

Florida UCP DBE Directory

Number of Records Returned: 1

Selection Criteria:

Vendor : ARCHITECTURAL DESIGN CONSORTIUM INC (THE)

Vendor Name: ARCHITECTURAL DESIGN CONSORTIUM INC (THE)

DBE Certification: CERTIFIED

MBE Certification:

DBA:

Former Name:

Business Description: ARCHITECTURAL SERVICES

Mailing Address: 4128 N MIAMI AVENUE
MIAMI, FL 33127-

Contact Name: EMMANUEL O UCHE

Phone: (786) 385-5956

Fax:

Email: UCHE798@YAHOO.COM

ACDBE Status: N

Statewide Availability: N

Certified NAICS

541310 Architectural Services

Run on : 01/25/2020

Page: 1



GREATER ORLANDO
AVIATION AUTHORITY

Florida Unified Certification Program

Disadvantaged Business Enterprise (DBE)

Certificate of Eligibility

ARCHITECTURAL DESIGN CONSORTIUM INC (THE)

MEETS THE REQUIREMENTS OF 49 CFR, PART 26

APPROVED NAICS CODES:

541310

Victoria V Smith

11/28/2016
DATE

VICTORIA V. SMITH, DBE Certification Manager - Florida Department of Transportation



JACKSONVILLE
TRANSPORTATION
AUTHORITY





EXHIBIT A – Revised 9/2/2014

**DBE Utilization Form
Forms 1 & 2 Demonstration of Good Faith Efforts**

FORM 1: DISADVANTAGED BUSINESS ENTERPRISE (DBE) UTILIZATION

The undersigned bidder/offeror has satisfied the requirements of the bid specification in the following manner (please check the appropriate space).

- The bidder/offeror is committed to a minimum of 28 % DBE utilization in this Contract.
- The bidder/offeror (if unable to meet the DBE goal of _____ % is committed to a minimum of _____ % DBE utilization on this contract and submits documentation demonstrating good faith efforts. Actions constituting evidence of good faith efforts are described in Appendix A to 49 CFR Part 26, Section 26.53 and request for waiver Exhibit D.

Name of bidder/offeror's firm: Hill International, Inc.

Address: 80 S.W. 8th Street, Suite 2220

City: Miami State: FL Zip: 33130

Telephone: 305-468-4900

State Registration No. FO6000005615

By: (Signature) Title: Senior Vice President and Southeast Regional Manager

Luis Lugo, Jr. Date: January 30, 2020
(Print Name)

FORM 2: LETTER OF INTENT

Name of DBE firm: ALFREDO J. BALSERA, P.A. DBA BALSERA COMMUNICATIONS

Address: 2199 Ponce de Leon, Suite 200

City: Coral Gables State: FL Zip: 33134

Telephone: (305) 441-1272

Description of work to be performed by DBE firm: Public Information Services, Stakeholder Coordination

The bidder/offeror is committed to utilizing the above named DBE firm for the work described above. The estimated **percentage** value of this work is 8 %.

AFFIRMATION:

The above named DBE firm affirms that it will perform the portion of the contract for the estimated percent as stated above.

By: (Signature) CEO
(Signature) (Title)

If the bidder/offeror does not receive award of the contract, any and all representations in this Letter of Intent and Affirmation shall be null and void.

This form may be duplicated if utilizing multiple DBE firms.



**Internal Services Department
Small Business Development**

111 NW 1 Street, 19th Fl
Miami, Florida 331
T 305-375-31
F 305-375-31

January 14, 2020

Alfrdeo Balsera
ALFREDO J. BALSERA, P.A. DBA BALSERA COMMUNICATIONS
2199 Ponce de Leon
Suite 200
Coral Gables, FL 33134

Approval Date: December 30, 2019 - Disadvantaged Business Enterprise (DBE)
Anniversary Date: December 30, 2020

Dear Alfrdeo Balsera,

Miami-Dade County Small Business Development (SBD), a division of the Internal Services Department (ISD), is pleased to notify you that your firm is certified under the Florida Unified Certification Program (UCP). Your firm meets the eligibility requirements for certification as a Disadvantaged Business Enterprise (DBE) in accordance with 49 CFR Part 26.

DBE certification is continuous with no expiration date; however, firms are required to attest that there are no changes via the No Change Declaration form on or before the firm's anniversary date to remain certified. You will be notified of your annual responsibilities in advance of the Anniversary Date listed above. You must submit the annual No Change Declaration form no later than the Anniversary Date to maintain your eligibility. Your firm will be listed in the UCP DBE Directory which can be accessed through the Florida Department of Transportation's website: <http://www3b.dot.state.fl.us/EqualOpportunityOfficeBusinessDirectory/>.

DBE certification is NOT a guarantee of work, but it enables the firm to compete for and perform contract work on all USDOT Federal Aid (FAA, FTA and FHWA) projects in Florida as a DBE contractor, sub-contractor, consultant, sub-consultant or material supplier.

If at any time there is a material change in your firm, you must advise this office by sworn affidavit and supporting documentation within thirty (30) days. Changes include, but are not limited to ownership, officers, directors, management, key personnel, scope of work performed, daily operations, on-going business relationships with other firms, individuals or the physical location of your firm. After our review, you will receive instructions as to how you should proceed, if necessary. Failure to comply will result in action to

It is strongly recommended that you register your firm as a vendor with Miami-Dade County. To register, you may visit: <http://www.miamidade.gov/procurement/vendor-registration.asp>. Thank you for your interest in doing business with Miami-Dade County. If you have any questions or concerns, you may contact our office at 305-375-3111 or sbdcert@miamidade.gov.

Sincerely,

Claudious Thompson, Section Chief
Small Business Development

NAICS & Industry Title: (Your firm is eligible to compete for and perform work on all USDOT Federal Aid projects throughout Florida and may earn DBE or ACDBE credit for work performed in the following areas.)

NAICS 541613: MARKETING CONSULTING SERVICES
NAICS 541810: ADVERTISING AGENCIES



**MIAMI-DADE AVIATION DEPARTMENT (MDAD)
DISADVANTAGED BUSINESS ENTERPRISE (DBE)
CONTRACT PARTICIPATION FORM**

Check One: Original ☒ Revised ☐ Date: January 30, 2020 Contract No.: ISD PROJECT NO. A18-MDAD-01

Name of Offeror: Hill International, Inc. Project Name: Capital Improvement Program Specialized Services

Original Percent Contracted DBE Participation: 28 %

The Offeror shall submit the Contract Participation Form to the Contracting Officer with the offer. Please attach additional sheets if needed.

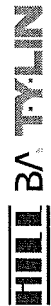
LIST ALL FIRST TIER DBE FIRMS PARTICIPATING IN THIS CONTRACT Identify whether firms are S, B, H, SP, MF (see in next column).			FEDERAL TAX ID (also known as Employer Identification Number) nine digit number.		ADDRESS (Number, Street, City, State, Zip)	DESCRIBE TYPE OF WORK (Electrical, Paving, etc. with notation e.g. "Labor Only", "Material Only", "Complete") Item Number if Applicable, Quantity, Unit Price	DBE Participation Percent
EX	TYPE OF FIRM	NAME	1	2			
1	S	ALLEGUEZ ARCHITECTURE INC.	44-9999999	04-3639417	4200 N.W. 36th Street, Miami, FL 33102	Furnish and install electrical work	3%
2	S	FRAGA ENGINEERS LLC	S	20-4038436	7294 SW 48 S, Miami, FL 33155	roof design, inspections	4%
3	S	INFIA AND PARTNERS CONSULTING ENGINEERS INC.	S	65-0604266	135 San Lorenzo Avenue Suite 890, Coral Gables, FL	MEP/F engineering	3%
4	S	PACO TECHNOLOGIES INC.	S	11-3113623	7300 North Kendall Drive, Suite 460, Miami, FL 33156	structural engineering and threshold inspection	3%
5	S	SHARP 10 GROUP LLC	S	47-1073410	7205 Corporate Center Dr., Suite 504, Miami, FL	Project Controls, Document Control, Value Engineering	3%
6	S	The Architectural Design Consortium Inc	S	52-1162258	1645 Palm Beach Lakes Blvd, Suite 1200, West Palm Beach, FL 33401	budget and cost oversight	4%
7	S	ALFREDO J. BOLIVERO, P.A.	S	65-0875077	5975 Sunset Drive, Suite 704, Miami, FL 33134	technical services	8%
8		DBA BAL SERA COMMUNICATIONS			2199 Ponce de Leon, Suite 200, Coral Gables, FL 33134	Public Information Services, Stakeholder Coordination	
9							
10							
TOTAL OFFERED PERCENT:							28%

I, Luis Lugo, Jr., a duly authorized representative of Hill International, Inc., certify that the above information is true and correct.
(type or print name) (name of firm)

Signature: Date: January 30, 2020

TYPE OF FIRM *

S = Subcontractor, B = Broker, Agent, Packager H = Hauler, SP = Stocking Supplier/Distributor, MFG = Manufacturer (for statistical purposes and program analysis.)



Miami-Dade County Aviation Department
Capital Improvement Program Specialized Services

EXHIBIT C



BIDDER AND SUBCONTRACTOR'S INFORMATION

Project/Bid No.: A18-MDAD-01

Date: January 30, 2020

In accordance with 49 CFR Part 26.11(c) the Prime Bidder shall complete and submit this form with the Bid. The form shall include the information requested for the Prime Bidder and for all subcontractors quoting on the Project.

Name of Bidder or Subcontractor	Address	DBE Status (Check applicable Box)	Age of firm	Type(s) of Work	Annual Gross Receipts (Check applicable Box)
Hill International, Inc.	80 SW 8th Street Suite 2220 Miami, FL 33130	☐ DBE ☒ non-DBE	44 years	Program Management, Construction Management, Project Management, Safety, Project Controls, QA/QC	☐ Less than \$500,000 ☐ \$500,000 - \$1 Million ☐ \$1 Million - \$2 Million ☐ \$2 Million - \$5 Million ☒ \$5 Million and above
Bermello Ajamil & Partners Inc	2601 South Bayshore Drive, Suite 1000, Miami, Florida 33133	☐ DBE ☒ non-DBE	43 years	Aviation Systems - Engineering Design; Aviation Systems - Architectural Design; Architecture Engineering Construction Mgmt; Architecture Construction Mgmt; Water and Sanitary Sewer Systems - Water Distribution/Sanitary Sewage Collection/Transmission; Environmental Engineering/Stormwater Drainage Design Eng Sys; General Structural Engineering; General Civil Engineering	☐ Less than \$500,000 ☐ \$500,000 - \$1 Million ☐ \$1 Million - \$2 Million ☐ \$2 Million - \$5 Million ☒ \$5 Million and above
T Y Lin International	201 Alhambra Circle, Suite 900 Coral Gables, FL	☐ DBE ☒ non-DBE	60 Years	Aviation Systems, Engineering CM Water and Sanitary Sewer Systems Env. Eng. Structural Eng. Mechanical Eng., Electrical Eng. Civil Engineering, Claims Analysis	☐ Less than \$500,000 ☐ \$500,000 - \$1 Million ☐ \$1 Million - \$2 Million ☐ \$2 Million - \$5 Million ☒ \$5 Million and above

Revised 01/10/2013

- Attach additional sheets as necessary

HILL BAYLYN

Miami-Dade County Aviation Department
Capital Improvement Program Specialized Services

EXHIBIT C



BIDDER AND SUBCONTRACTOR'S INFORMATION

Project/Bid No.: A18-MDAD-01

Date: January 30, 2020

In accordance with 49 CFR Part 26.11(c) the Prime Bidder shall complete and submit this form with the Bid. The form shall include the information requested for the Prime Bidder and for all subcontractors quoting on the Project.

Name of Bidder or Subcontractor	Address	DBE Status (Check applicable Box)	Age of firm	Type(s) of Work	Annual Gross Receipts (Check applicable Box)
Alleguez Architecture Inc.	7294 SW 48th. Street, Miami, FL 33155	☒ DBE ☐ non-DBE	25 years	Architectural Services (Interior Design Services	☐ Less than \$500,000 ☐ \$500,000 - \$1 Million ☒ \$1 Million - \$2 Million ☐ \$2 Million - \$5 Million ☐ \$5 Million and above
The Architectural Design Consortium Inc	5975 Sunset Drive, Suite 704, Miami, FL 33143	☒ DBE ☐ non-DBE	30 years	Architectural Design, Architectural Construction Management	☒ Less than \$500,000 ☐ \$500,000 - \$1 Million ☐ \$1 Million - \$2 Million ☐ \$2 Million - \$5 Million ☐ \$5 Million and above
Alpha Construction & Engineering Corporation	328 NW 29th St. Miami, FL 33127	☐ DBE ☒ non-DBE	40 years	Program/Construction Management, Schedule Management, Cost Management	☐ Less than \$500,000 ☐ \$500,000 - \$1 Million ☐ \$1 Million - \$2 Million ☐ \$2 Million - \$5 Million ☒ \$5 Million and above

Revised 01/10/2013

- Attach additional sheets as necessary

HILL BA TYLIN

Miami-Dade County Aviation Department
Capital Improvement Program Specialized Services

EXHIBIT C



BIDDER AND SUBCONTRACTOR'S INFORMATION

Project/Bid No.: A18-MDAD-01

Date: January 30, 2020

In accordance with 49 CFR Part 26.11(c) the Prime Bidder shall complete and submit this form with the Bid. The form shall include the information requested for the Prime Bidder and for all subcontractors quoting on the Project.

Name of Bidder or Subcontractor	Address	DBE Status (Check applicable Box)	Age of firm	Type(s) of Work	Annual Gross Receipts (Check applicable Box)
Fraga Engineers LLC	135 San Lorenzo Ave Suite 890 Coral Gables, FL 33146	☒ DBE ☐ non-DBE	38 years	Mechanical, Electrical, and Plumbing Engineering	☐ Less than \$500,000 ☐ \$500,000 - \$1 Million ☒ \$1 Million - \$2 Million ☐ \$2 Million - \$5 Million ☐ \$5 Million and above
Nifah & Partners Consulting Engineers, Inc.	7300 North Kendall Drive Suite 460 Miami, FL 33156	☒ DBE ☐ non-DBE	25 years	Structural and Civil Engineering Construction Administration Threshold Inspections	☐ Less than \$500,000 ☒ \$500,000 - \$1 Million ☐ \$1 Million - \$2 Million ☐ \$2 Million - \$5 Million ☐ \$5 Million and above
PACO Technologies Inc.	7205 Corporate Center Dr., Suite 504 Miami, FL 33126	☒ DBE ☐ non-DBE	30 years	Construction Management	☐ Less than \$500,000 ☐ \$500,000 - \$1 Million ☐ \$1 Million - \$2 Million ☐ \$2 Million - \$5 Million ☒ \$5 Million and above

Revised 01/10/2013

- Attach additional sheets as necessary

HILL BA TYLIN

Miami-Dade County Aviation Department
Capital Improvement Program Specialized Services

EXHIBIT C



BIDDER AND SUBCONTRACTOR'S INFORMATION

Project/Bid No.: A18-MDAD-01 Date: January 30, 2020

In accordance with 49 CFR Part 26.11(c) the Prime Bidder shall complete and submit this form with the Bid. The form shall include the information requested for the Prime Bidder and for all subcontractors quoting on the Project.

Name of Bidder or Subcontractor	Address	DBE Status (Check applicable Box)	Age of firm	Type(s) of Work	Annual Gross Receipts (Check applicable Box)
TJJA Architects PA	14 Westward Drive, Miami Springs, FL 33166	☐ DBE ☒ non-DBE	TJAA - 19 years TJA - 4 years	Aviation Systems Architect Design Architecture Architectural Construction Mgt Value Analysis & Life-Cycle Cost Aviation Systems Value Analysis & Life-Cycle Cost Architecture ADATitle II Consultant Claims Analysis Services	☐ Less than \$500,000 ☒ \$500,000 - \$1 Million ☐ \$1 Million - \$2 Million ☐ \$2 Million - \$5 Million ☐ \$5 Million and above
Sharp 10 Group	1645 Palm Beach Lakes Blvd, Suite 1200 West Palm Beach FL 33401	☒ DBE ☐ non-DBE	6 years	Budget / Project Controls	☒ Less than \$500,000 ☐ \$500,000 - \$1 Million ☐ \$1 Million - \$2 Million ☐ \$2 Million - \$5 Million ☐ \$5 Million and above
Alfredo J Balsera, P.A DBA Balsera Communications	2199 Ponce de Leon Blvd Ste 200 Coral Gables, FL 33134	☒ DBE ☐ non-DBE	21 years	Public Relations Media Relations Government Relations Public Involvement Stakeholder Coordination Communications	☐ Less than \$500,000 ☐ \$500,000 - \$1 Million ☐ \$1 Million - \$2 Million ☒ \$2 Million - \$5 Million ☐ \$5 Million and above

Revised 01/10/2013

- Attach additional sheets as necessary

HILL BA TYLIN

Miami-Dade County Aviation Department
Capital Improvement Program Specialized Services

AFFIDAVITS

MIAMI-DADE COUNTY
MIAMI-DADE AVIATION DEPARTMENT SINGLE EXECUTION AFFIDAVITS

This sworn statement is submitted for:

PROJECT TITLE: **Capital Improvement Program – Specialized Services Professional Services Agreement**

PROJECT NUMBER: **A18-MDAD-01A**

COUNTY OF **Philadelphia**

STATE OF **Pennsylvania**

Before me the undersigned authority appeared William H. Dengler, Jr., who is personally known to me or who has provided as identification and who (did or did not) take an oath, and who stated: That he/she is the duly authorized representative of

Hill International, Inc.

(Name of Entity)

2005 Market Street, 17th Floor, Philadelphia, PA 19103

(Address of Entity)

2 / 0 - 0 / 9 / 5 / 3 / 9 7 / 3 /
Federal Employment Identification Number

hereinafter referred to as the Entity being its

Secretary

(Sole Proprietor) (Partner) (President or Other Authorized Officer)

and as such has full authority to make these affidavits and say as follows.

**PUBLIC ENTITY CRIMES
SWORN STATEMENT UNDER SECTION 287.133(3)(a),
FLORIDA STATUTES**

1. I understand that a "public entity crime" as defined in Paragraph 287.133(1) (g), **Florida Statutes**, means "a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to any bid, proposal, reply, or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation."

2. I understand that "convicted" or "conviction" as defined in Paragraph 287.133 (1)(b), **Florida Statutes**, means "a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere."

3. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:

- "1 A predecessor or successor of a person convicted of a public entity crime; or
- 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate."

4. I understand that a "person" as defined in Paragraph 287.133(1)(c), **Florida Statutes**, means "any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in management of an entity."

5. The statement which is marked below is true in relation to the Entity submitting this sworn statement. **[Please indicate which statement applies.]**

**PUBLIC ENTITY CRIMES
SWORN STATEMENT UNDER SECTION 287.133(3)(a),
FLORIDA STATUTES (Cont'd)**

✓ Neither the Entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the Entity, nor any affiliate of the Entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The Entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the Entity, or an affiliate of the Entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. **[Please indicate which additional statement applies.]**

_____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. **[Please attach a copy of the final order.]**

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. **[Please attach a copy of the final order.]**

_____ The person or affiliate has been placed on the convicted vendor list. **[Please describe any action taken by or pending with the Florida Department of Management Services.]**

**CRIMINAL RECORD AFFIDAVIT
PURSUANT TO SECTION 2-8.6 OF THE
MIAMI-DADE COUNTY CODE**

Pursuant to Section 2-8.6 of the Code, the Entity must disclose, at the time the submission, if the Entity or any of its officers, directors, or executives have been convicted of a felony during the past (10) years. Failure to disclose such conviction may result in the debarment of the Entity who knowingly fails to make the required disclosure or to falsify information.

Indicate below if the above-named Entity, as of the date of submission:

✓ _____ has not been convicted of a felony during the past ten (10) years, nor does it, as of the date of submission, have an officer, director or executive who has been convicted of a felony during the past ten (10) years.

_____ has been convicted of a felony during the past ten (10) years, or as of the date of submission, has an officer, director or executive who has been convicted of a felony during the past ten (10) years.

Affirmation of Vendor Affidavits

In accordance with Ordinance 07-143 amending Section 2-8.1 of the Code of Miami-Dade County, effective June 1, 2008, vendors are required to complete a new Vendor Registration Package, including a Uniform Affidavit Packet (Vendor Affidavits Form), before being awarded a new contract. The undersigned affirms that the Vendor Affidavits Form submitted with the Vendor Registration Package is current, complete and accurate for each affidavit listed below.

Contract No. A18-MDAD-01A Federal Employer Identification No. (FEIN): 20-0953973
 Contract Title: Capital Improvement Program Specialized Services

Affidavits and Legislation/Governing Body

1.	<i>Miami-Dade County Ownership Disclosure</i> Sec. 2-8.1 of the County Code	6.	<i>Miami-Dade County Vendor Obligation to</i> <i>County</i> Sec. 2-8.1 of the County Code
2.	<i>Miami-Dade County Employment Disclosure</i> County Ordinance No. 90-133, amending Section 2-8-1(d)(2) of the County Code	7.	<i>Miami-Dade County Code of Business Ethics</i> Article 1, Section 2-8.1(i) and 2-11(b)(1) of the 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
3.	<i>Miami-Dade County Employment Drug-free Workplace Certification</i> Sec. 2-8.1.2(b) of the County Code	8.	<i>Miami-Dade County Family Leave</i> Article V of Chapter 11 of the County Code
4.	<i>Miami-Dade County Disability Non-Discrimination</i> Article 1, Section 2.8.1.5 Resolution R182-00 amending R-385-95	9.	<i>Miami-Dade County Living Wage</i> Sec. 2-8.9 of the County Code (If applicable)
5.	<i>Miami-Dade County Debarment Disclosure</i> Section 10-38 of the County Code	10.	<i>Miami-Dade County Domestic Leave and Reporting</i> Article 8, Section 11A-60, 11A-67 of the County Code
11.	<i>Miami-Dade County E-Verify Affidavit</i> Obligation for State Funded Contracts	12.	<i>Pay Parity Affidavit</i> Resolution R-1072-17
13.	<i>Miami-Dade County Suspected Workers' Compensation Fraud Affidavit</i> Resolution No. R-919-18		

AFFIDAVIT - SCRUTINIZED COMPANIES WITH ACTIVITIES IN SUDAN OR IRAN PETROLEUM ENERGY SECTOR LISTS FLORIDA STATUTES 215.473

Pursuant to 215.473, F.S., the Hill International, Inc. ("Entity") must disclose, if the Entity or any of its officers, directors, or executives are doing certain types of business in or with Sudan and Iran.

Indicate below if the above-named Entity, as of the date of submission:

☒ has not engaged in commerce in any form in Sudan or Iran, including, but not limited to, acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, or any other apparatus

of business or commerce.

_____ has engaged in commerce with Sudan or Iran, including, but not limited to, acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, or any other apparatus of business or commerce.

This single execution shall have the same force and effect as if each of the above affidavits had been individually executed.

[Signature]
(Signature of Authorized Representative)

William H. Dengler, Jr.
(Print Name of Authorized Representative)

Title Secretary

Date May 13, 2021

Notary Public Information

Notary Public - State of PA County of Phila

Subscribed and sworn to (or affirmed) before me this 13th day of May, 2021

by William H. Dengler Jr. He or she is personally known ☒ to me or has produced ☐ I.D.

Type of identification produced _____

[Signature]
Signature of Notary Public

8-11-23

Expiration Date

1292250
Serial Number

Commonwealth of Pennsylvania - Notary Seal
CHRISTINE GRADY - Notary Public
Philadelphia County
My Commission Expires Aug 11, 2023
Commission Number 1292250
Print or Stamp of Notary Public

Notary Public Seal

**SUBCONTRACTING POLICIES STATEMENT
PURSUANT TO SECTION 2-8.8(4) OF THE CODE**

(Insert Here)

PROOF OF AUTHORIZATION TO DO BUSINESS

(Attach a copy of the Certificate of Status or Authorization per 607.0128 F.S., and certificate evidencing compliance with the Florida Fictitious Name Statute per 865.09 F.S., if applicable.)

(Insert Here)

TRUTH-IN-NEGOTIATION CERTIFICATE

Pursuant to Administrative Order 3-39 and Section 287.055 (5)(a), Florida Statutes: For all lump sum costs or cost plus a fixed fee contract in which a fee will exceed One Hundred Ninety-Five Thousand Dollars (\$195,000; 287.017 – Category four), the County will require the firm receiving the award to execute a Truth-In-Negotiation Certificate.

This sworn statement is submitted for:

Project Name: Capital Improvement Program Specialized Services
Contract No. A18-MDAD-01A

Before me the undersigned authority appeared William H. Dengler, Jr., who is personally known to me or who has provided as identification and who (did or did not) take an oath, and who certifies that the wages, rates, and costs used to determine the compensation provided for in this Agreement are accurate, complete and current as of the date of this Agreement.

William H. Dengler Jr.
Signature of Authorized Representative

Secretary
Title

May 13, 2021
Date

Notary Public Information

Notary Public – State of PA County of Phila
Subscribed and sworn to (or affirmed) before me this 13th day of May 2021
by William H. Dengler Jr. He or she is personally known ☒ me or has produce ☐.

Type of identification produced _____

Christine Grady
Signature of Notary Public

8-11-23
Expiration Date

1292250
Serial Number

Commonwealth of Pennsylvania - Notary Seal
CHRISTINE GRADY - Notary Public
Philadelphia County
My Commission Expires Aug 11, 2023
Commission Number 1292250

Print or Stamp of Notary Public

Notary Public Seal

CERTIFICATE OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/13/2021

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

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

PRODUCER MARSH USA INC 1717 Arch Street Philadelphia, PA 19103	CONTACT NAME: --- PHONE (A/C, No, Ext): E-MAIL: ADDRESS:	FAX (A/C, No):
CN102872182-Stand-PP-21-22	INSURER(S) AFFORDING COVERAGE	
INSURED Hill International, Inc. Attn: Erin Leschak One Commerce Square 2005 Market Street, 17th Floor Philadelphia, PA 19103	INSURER A : Zurich American Insurance Company	NAIC # 16535
	INSURER B : American Guarantee & Liability Ins Co	26247
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** CLE-006721242-01 **REVISION NUMBER:** 1

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☒ LOC OTHER:			GLO4886794-11	05/01/2021	05/01/2022	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			BAP343048702	05/01/2021	05/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	UMBRELLA LIAB ☒ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED \$ RETENTION \$			AUC4886809-11	05/01/2021	05/01/2022	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ N	N/A	WC4886795-12	05/01/2021	05/01/2022	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	PROF. LIAB-ARCHITECTS & ENG. & CONTRACTOR'S POLLUTION			EOC 9482357-10 Retention: \$750,000/ \$500,000 Poll.	05/01/2021	05/01/2022	Limit 10,000,000

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

Re: Contract #A18-MDAD-01.

Miami-Dade County is included as additional insured (except Workers' Compensation and Professional Liability) where required by written contract.

CERTIFICATE HOLDER

MDAD Risk Management P.O. Box 025504 Miami, FL 33102-5504	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE of Marsh USA Inc. Manashi Mukherjee <i>Manashi Mukherjee</i>
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Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
GLO4886794-11	05/01/2021	05/01/2022		1046600	INCL	

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured: HILL INTERNATIONAL, INC.

Address (including ZIP Code):

2005 MARKET STREET, 17TH FLOOR
PHILADELPHIA, PA 19103

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Covered Operations
ANY PERSON OR ORGANIZATION TO WHOM OR TO WHICH YOU ARE REQUIRED TO PROVIDE ADDITIONAL INSURED STATUS IN A WRITTEN CONTRACT OR WRITTEN AGREEMENT EXECUTED PRIOR TO LOSS, EXCEPT WHERE SUCH CONTRACT OR AGREEMENT IS PROHIBITED BY LAW.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person or organization shown in the Schedule above, whom you are required to add as an additional insured on this policy under a written contract or written agreement. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf,

in the performance of your ongoing operations or "your work" as included in the "products-completed operations hazard", which is the subject of the written contract or written agreement at the Location designated and described in the Schedule above.

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering or failure to render any professional architectural, engineering or surveying services including:

- a. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved, the rendering of or the failure to render any professional architectural, engineering or surveying services.

C. The following is added to Paragraph 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit of Section IV – Commercial General Liability Conditions:

The additional insured must see to it that:

1. We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;
2. We receive written notice of a claim or "suit" as soon as practicable; and
3. A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured, if the written contract or written agreement requires that this coverage be primary and non-contributory.

D. For the purpose of the coverage provided by this endorsement:

1. The following is added to the Other Insurance Condition of Section IV – **Commercial General Liability Conditions:**

Primary and Noncontributory insurance

This Insurance is primary to and will not seek contribution from any other insurance available to an additional insured provided that:

- a. The additional insured is a Named Insured under such other insurance; and
- b. You are required by written contract or written agreement that this insurance be primary and not seek contribution from any other insurance available to the additional insured.

2. The following paragraph is added to Paragraph 4.b. of the Other Insurance Condition of Section IV – **Commercial General Liability Conditions:**

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

E. With respect to the insurance afforded to the additional insureds under this endorsement, the following is added to Section III – Limits Of Insurance:

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement referenced in Paragraph A. of this endorsement; or
2. Available under the applicable Limits of Insurance shown in the Declarations, whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms and conditions of this policy remain unchanged.