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CLERK OF THE BOARD
OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

Memorandum

MIAMI-DADE COUNTY

Date: January 19, 2022

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

Agenda Item No. 8(A)(5)

From: Daniella Levine Cava
Mayor

Resolution No. R-23-22

Subject: Contract Award Recommendation for a Professional Services Agreement to Stantec Consulting Services, Inc. Contract No. A19-MDAD-02C

Recommendation

It is recommended that the Board of County Commissioners (Board) approve the attached resolution awarding Contract No. A19-MDAD-02C entitled: "Professional Services Agreement (PSA) for Facility Design Services to Stantec Consulting Services, Inc. pursuant to Section 2-10.4 of the Code of Miami-Dade County. The total compensation amount is $5,513,750 with a total contract term five years. This recommendation to award has been prepared by the Miami-Dade Aviation Department (MDAD).

This is one of four award recommendations for the provision of the same services at Miami International Airport (MIA) and the General Aviation Airports (GAA) procured under Project No. A19-MDAD-02. The other award recommendations to Carty Architecture, LLC, Leo A. Daly Company, and EXP US Services, Inc. are on today's agenda as companion items.

Delegation of Authority

Pursuant to the provisions of Section 2-285.2 of the Miami-Dade County Code, the County Mayor or County Mayor's designee will have the authority to execute, amend, and terminate Contract No. A19-MDAD-02C and to resolve disputes.

Scope

PROJECT NAME: Facility Design Services

INTERNAL SERVICES DEPARTMENT (ISD) ARCHITECTURAL/ ENGINEERING (A/E) PROJECT NO.: A19-MDAD-02

CONTRACT NO: A19-MDAD-02C

PROJECT DESCRIPTION: The scope of services to be provided by the selected architectural/engineering (A/E) firm includes but is not limited to: design and construction inspection services for renovations and improvements terminal-wide; and design and construction inspection services for outer buildings and new facilities including interior, tenant relocations, roofing and glazing work, miscellaneous

code compliance, and aesthetics related improvements including project management services.

The procurement for this project was for the award of four Professional Services Agreements (PSAs), each with a value of $5,513,750.

PROJECT LOCATIONS: Miami International Airport
Miami- Opa locka Executive Airport
Miami Homestead General Aviation Airport
Miami Executive Airport
Dade Collier Training and Transition Airport
Rental Car Facility/Miami Intermodal Center/MIA Station

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: 2000000096 – Miami International Airport
Miscellaneous Projects, FY 2020 - 21 Adopted
Budget Book Volume 3, Page 141

2000000094 – Miami International Airport
Concourse E Rehabilitation, FY 2020 - 21
Adopted Budget Book Volume 3, Page 140

(See Attachment A, "Adopted Budget and Multi-Year Capital Plan, Volume 3, FY 2020 - 21 Page 141 and 140")

OPERATIONS COST IMPACT: Not applicable as this is a PSA for A/E services

MAINTENANCE COST IMPACT/FUNDING: Not applicable as this is a PSA for A/E services

PTP FUNDING: No

GOB FUNDING: No

ARRA FUNDING: No

PROJECT TECHNICAL CERTIFICATION REQUIREMENTS:

TYPE	CODE	DESCRIPTION
Prime	4.02	Aviation Systems – Architectural Design
	18.00	Architectural Construction Management
Subs	4.01	Aviation Systems- Engineering Design
	11.00	General Structural Engineering
	12.00	General Mechanical Engineering
	13.00	General Electrical Engineering
	14.00	Architecture
	16.00	General Civil Engineering
	17.00	Engineering Construction Management
	22.00	ADA Title II Consultant

PROPOSALS RECEIVED: Twenty-two

SUBMITTAL DATE: September 23, 2020

SUSTAINABLE BUILDINGS ORDINANCE (I.O. NO. 8-8) Deliverables involve technical services that will comply with the County's Sustainable Buildings Program, Sections 9-71 through 9-75 of the Miami-Dade County Code and Implementing Order No. 8-8, and other best practices approved by the Board.

CONTRACT PERIOD: Five years

OPTION(S) TO EXTEND: No

INSPECTOR GENERAL (IG) FEE INCLUDED IN BASE CONTRACT: No

ART IN PUBLIC PLACES: Not applicable

BASE ESTIMATE: $5,000,000

CONTINGENCY/DEDICATED ALLOWANCE (Section 2-8.1 Miami-Dade County Code): 10 percent / $500,000

IG FEE: $13,750

TOTAL AMOUNT: $5,513,750

SEA LEVEL RISE: The impacts of sea level rise will 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 seventeen evaluations with an average 3.8 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 cumulative five years of experience within the last 20 years modifying and/or designing airport facilities at major airport hubs.

FIRM: Stantec Consulting Services, Inc.

COMPANY PRINCIPAL: Gordon A. Johnston

LOCATION OF COMPANY: 370 Interlocken Boulevard, Suite 300
Broomfield, CO 80021

PREVIOUS AGREEMENTS WITH THE COUNTY WITHIN THE PAST THREE YEARS: According to ISD's SBD "A/E Firm History Report,", Stantec Consulting Services, Inc. has been awarded seventeen Agreements with the County in the past three years with a total award value of $103,943,981.00.

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

RESPONSIBLE WAGES: No

ASSIGNED CONTRACT MEASURES: DBE- 28 percent

MEASURES ACHIEVED AT AWARD: DBE Goal – 28 percent

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

DBE SUBCONSULTANTS: Fraga Engineers, Inc. – 7 percent
TGA Consulting, LLC – 7 percent
Nifah & Partners Consulting Engineers, Inc. – 7 percent
Architectural Design Consortium, Inc. – 7 percent

OTHER SUBCONSULTANTS: Bermello Ajamil & Partners, Inc.
TY Lin International

MANDATORY CLEARINGHOUSE: Not applicable

CONTRACT MANAGER/ EMAIL: Sylvia Novela
SNovela@miami-airport.com

PROJECT MANAGER/ EMAIL: Felix Pereira
FPereira@miami-airport.com

SELECTION PROCESS: The Request to Advertise (RTA) was filed with Clerk of the Board (COB) on March 10, 2020. A total of twenty-two proposals were received on July 10, 2020. On January 19, 2021, the County Attorney's Office deemed M.C. Harry & Associates, Inc.'s proposal non-responsive per Addendum No. 3 of this solicitation, which states that any firm that was awarded an agreement as a prime contractor pursuant to ISD Project No. A16-MDAD-03 is not eligible for award as a prime contractor under this solicitation. Consequently, M.C. Harry & Associates, Inc.'s proposal was not evaluated by the Competitive Selection Committee (CSC) (See Attachment E, "County Attorney's Responsiveness Determination").

On February 3, 2021, the Internal Services Department's Small Business Development Division (SBD) deemed the proposal from JSK International, Inc. as non-compliant with the requirements of

the Disadvantaged Business Enterprise Program because JSK International, Inc. committed to self-perform the 28 percent DBE subcontractor goal assigned by SBD regardless of the fact that the firm is a non-certified DBE firm. Consequently, JSK International, Inc.'s proposal was deemed as non-compliant and was not evaluated by the CSC.

On March 10, 2021, at the First-Tier meeting, the CSC evaluated all responsive and responsible proposals and deemed the information sufficient to determine the qualifications of the teams.

By majority vote, the CSC decided to forego Second-Tier proceedings and recommended the following firms, in order of preference, for negotiation of four Professional Services Agreements:

Firm	Total Adjusted Qualitative Points	Total Adjusted Ordinal Score	Final Ranking
Carty Architecture, LLC	269	8	1
Leo A. Daly Company	263	15	2
Stantec Consulting Services, Inc.	254	16	3
EXP US Services, Inc.	248	20	4

The Negotiation Committee was approved by the County Mayor's designee on April 28, 2021. (See Attachment F, "Negotiation Authorization, List of Respondents and Tabulation Sheet"). The Negotiation Committee negotiated with the third ranked firm Stantec Consulting Services, Inc. on May 25, 2021, May 28, 2021, and concluded on June 2, 2021. The Negotiation Committee reached a consensus to finalize negotiations on June 16, 2021.

BACKGROUND:

MDAD is seeking Capital Improvement Program (CIP) – A/E Design and Construction Services to assist the Aviation Department's Facility Development Design and Construction

staff. These services are for critical projects that are part of the CIP at MIA and GAA.

Jimmy Morales
Chief Operations Officer

Attachment A

FY 2020-21 Adopted Budget and Multi-Year Capital Plan, Volume 3, Page: 141 and 140

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**

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**

Attachment B

Contractor Evaluations Report

Capital Improvements Information System

Contractor Evaluations Report (All Contracts)

Dept	Contract	Type	Contractor / Architect Name	Date	Rater	Period	Rate
AV	EDP-AV-S-T042A-3	EDP	STANTEC CONSULTING SERVICES INC.	6/3/2021	Mauricio Rodriguez	Project conclusion or closeout	4.0
PR	EDP-PR-2209010B	EDP	STANTEC CONSULTING SERVICES INC.	4/19/2021	Adria Gonzalez-Leiva	Interim	3.9
WS	EDP-WS-SR-177	EDP	STANTEC CONSULTING SERVICES, INC.	6/12/2013	Lin Li	Completion of study or design	3.8
WS	E13-WASD-03	PSA	STANTEC CONSULTING SERVICES INC.	1/31/2018	Rolando M Roque	Completion of study or design	3.8
WS	E13-WASD-03	PSA	STANTEC CONSULTING SERVICES INC.	2/23/2018	Rolando M Roque	Completion of study or design	3.8
WS	E13-WASD-03	PSA	STANTEC CONSULTING SERVICES INC.	8/29/2018	County Auditor	Project conclusion or closeout	3.8
WS	E13-WASD-03	PSA	STANTEC CONSULTING SERVICES INC.	10/11/2018	County Auditor	Completion of study or design	3.8
WS	E13-WASD-03	PSA	STANTEC CONSULTING SERVICES INC.	10/11/2018	County Auditor	Project conclusion or closeout	3.8
WS	E13-WASD-03	PSA	STANTEC CONSULTING SERVICES INC.	10/18/2018	Rolando M Roque	Completion of study or design	3.8
WS	E13-WASD-03	PSA	STANTEC CONSULTING SERVICES INC.	10/18/2018	Rolando M Roque	Completion of study or design	3.8
WS	E13-WASD-03	PSA	STANTEC CONSULTING SERVICES INC.	1/15/2019	Rolando M Roque	Completion of study or design	3.8
WS	E13-WASD-03	PSA	STANTEC CONSULTING SERVICES INC.	1/15/2019	Rolando M Roque	Completion of study or design	3.8
WS	E13-WASD-03	PSA	STANTEC CONSULTING SERVICES INC.	1/15/2019	Rolando M Roque	Completion of study or design	3.9
WS	E13-WASD-03	PSA	STANTEC CONSULTING SERVICES INC.	1/15/2019	Rolando M Roque	Completion of study or design	3.8
WS	EDP-WS-S-198	EDP	STANTEC CONSULTING SERVICES, INC.	2/15/2019	Enrique Febles	Interim	3.8
WS	E15-WASD-01 A4	PSA	STANTEC CONSULTING SERVICES INC.	3/12/2019	James Ferguson	Project conclusion or closeout	3.0
WS	E13-WASD-03	PSA	STANTEC CONSULTING SERVICES INC.	12/29/2020	Rolando M Roque	Completion of study or design	3.5

Evaluation Count: 17 Contractors: 1 Average Evaluation: 3.8

Attachment C

A&E Firm History Report

Vendor Profile: Contracts

Help & Tools

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

Stantec Consulting Services Inc. System Vendor Number: **20011334**

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-SR-177: BEAR CUT AND WEST BRIDGES EMERGENCY PERMITTING	Ramon Castella (change)		3/5/2013 to 12/31/2019	$89,820	$0
View	EDP-SW-18130-21: COMPRESSED NATURAL GAS FUELING STATION DESIGN CRITERIA	Ramon Castella (change)		4/16/2021 to 4/16/2026	$30,000	$0
View	EDP-SP-2019-01: CT-H(V) REDEVELOPMENT SEAGRASS MONITORING	Ramon Castella (change)		3/19/2020 to 3/19/2025	$206,600	$0
View	EDP-AV-S-T042A-3: EDP-AV-S-T042A-3 CBIS Mechanical Commissioning	Ramon Castella (change)		8/9/2018 to 8/9/2023	$200,000	$192,060
View	EDP-PR-2209010B: Greynolds Park - Mangrove Boardwalk Renovation	Ramon Castella (change)		5/1/2020 to 5/1/2025	$170,691	$14,954
View	EDP-PR-5106010E: Matheson Hammock Park SLR Overflow Parking	Ramon Castella (change)		2/10/2021 to 2/10/2026	$204,300	$0
View	EDP-PW-SR-DB13-PWWM-01 ER: NF-BEAR CUT AND WEST BRIDGE	Ramon Castella (change)	Closed	3/26/2013 to 12/31/2019	$106,600	$0
View	E13-WASD-05: NF-DESIGN SERVICES FOR WASTEWATER TREATMENT PLANTS RELATED TO THE CONSENT DECREE PROJECTS (SIC 871)	Jessica Thompson (change)	3 discrepancies	12/16/2014 to 12/30/2024	$66,000,000	$53,983,188
View	E15-WASD-01_0004: NF-ENGINEERING DESIGN AND RELATED SERVICES FOR THE DESIGN OF LARGE DIAMETER WATER AND WASTEWATER PIPELINES FOR THE WATER AND SEWER DEPARTMENT'S WASTEWATER AND WATER COLLECTION, TRANSMISSION AND DISTRIBUTION SYSTEM	Dave Clarke (change)		11/7/2016 to 11/22/2022	$5,500,000	$722,515
View	E15-WASD-10: NF-ENGINEERING SERVICES FOR PROPOSED UPGRADES TO THE MIAMI-DADE CENTRAL DISTRICT WASTEWATER TREATMENT PLANT AND ITS APPURTENANT FACILITIES INCLUDING PUMP STATION 1 AND 2	Ramon Castella (change)		4/15/2016 to 4/14/2022	$8,800,000	$37,647
View	E14-MDAD-03_0001: NF-FUELING SYSTEMS CONSULTING SERVICES AT MIA AND GAA'S	Juan Restrepo (change)		12/1/2015 to 11/30/2022	$2,305,500	$0
View	E15-WASD-17: NF-HYDROGEOLOGIC AND ENGINEERING SERVICES FOR DISPOSAL, WATER SUPPLY, MONITORING WELLS AND AQUIFER STORAGE AND RECOVERY WELLS	Ramon Castella (change)		9/29/2016 to 12/31/2019	$16,500,000	$1,492,714
View	E13-WASD-03_0003: NF-NON-EXCLUSIVE PROFESSIONAL SERVICES AGREEMENT FOR DESIGN SERVICES FOR THE IMPLEMENTATION OF A PUMP STATION IMPROVEMENT PROGRAM	Marlon Medina (change)		7/15/2014 to 7/14/2019	$3,300,000	$1,048,271
View	EDP-PW-SR-20040350: NF-SW 264 ROADWAY IMPROVEMENTS	Ramon Castella (change)		5/4/2015 to 12/31/2019	$4,000	$1,197
View	EDP-AV-S-EF533CL: NF-TAMIAMI HANGARS 102 & 109 COMMISSIONING	Ramon Castella (change)		8/21/2014 to 12/31/2019	$160,000	$0
View	EDP-WS-S-198: PIPELINE IMPROVEMENTS	Ramon Castella (change)		6/3/2014 to 1/31/2017	$295,000	$185,695
View	EDP-MT-PW-SR-20070513: SW 264th Street Roadway Improvement	Ramon Castella (change)		7/10/2018 to 7/10/2023	$71,470	$0
			Number of contracts as prime: **17**		**$103,943,981**	**$57,678,240**

Contracts as Subcontractor

Actions	Contract Number & Title	Sub Contact	Status	Prime	Current Subcontract	Paid Amount
View	TDB14WASD03: Design-Build - Furnish and Install a 48-inch Diameter Water Transmission Main for Area N (Contract 16FCI001)	Ramon Castella (change)		Garney Companies, Inc.	$0 0.00%	$0
View	S-852: MASTER PUMP STATION NO. 3	Ramon Castella (change)		Poole & Kent Company of Florida	$0 0.00%	$0
View	E13-WASD-06: NF-CAPACITY MANAGEMENT, OPERATION, AND MAINTENANCE SERVICES RELATED TO THE CONSENT DECREE PROJECTS	Ramon Castella (change)		WOOLPERT	$0 0.00%	$7,246
View	E13-WASD-10_0002: NF-DESIGN OF UPGRADES FOR WATER DISTRIBUTION AND SANITARY SEWAGE COLLECTION AND TRANSMISSION SYSTEMS	Ramon Castella (change)		A & P Consulting Transportation Engineers, Corp.	$0 0.00%	$975,010
View	DB10-MDT-01 PTP (BUILD): NF-LEHMAN CENTER TEST TRACK / LEHMAN YARD REHABILITATION - EXPANSION PHASE 1 (SIC 15)	Ramon Castella (change)	Closed	Magnum Construction Management, LLC	$0 0.00%	$0
View	EDP-AV-S-2014-S1-2: NF-STRUCTURAL INSPECTIONS	Ramon Castella (change)		Eastern Engineering Group Company	$0 0.00%	$6,045
View	E13-WASD-02R: NON-EXCLUSIVE PROFESSIONAL SERVICES AGREEMENT FOR PROGRAM AND CONSTRUCTION MANAGEMENT SERVICES FOR THE IMPLEMENTATION OF A PUMP STATION IMPROVEMENT PROGRAM (SIC 871).	Ramon Castella (change)		Nova Consulting, Inc.	$0 0.00%	$765,949
				Number of contracts as subcontractor: **7**	**$0**	**$1,754,250**

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Attachment D

SBD Project Worksheet and Compliance Review

Small Business Development Division

Project Worksheet

Project/Contract Title:	**Facility Design and Construction Inspection Services (CIS)**	**Received Date:**	**10/17/2019**
Project/Contract No:	**A19-MDAD-02**	**Funding Source:**	**Future Financing**
Department:	**Aviation**		
Estimated Cost of Project/Bid:	**$20,000,000.00**		
Description of Project/Bid:	**The scope of services to be provided by the selected architectural/engineering firms for Miami International Airport and its ancillary facilities**		

Contract Measures

Measure	Program	Goal Percent
Goal	DBE	28.00%

Reasons for Recommendation

The Miami-Dade County Aviation Department submitted a request for project #A19-MDAD-02 indicating a 28% DBE Goal to be appropriate in the following Technical Categories: General Structural Engineering (5%), General Mechanical Engineering (7%), General Electrical Engineering (7%), Engineering Construction Management (5%) and Architectural Construction Management (5%).

This project has a total value of $20,000,000.00 comprised of four (4) agreements each valued at $5,000,000.000 with a duration of five (5) years and a 28.0% DBE goal for each.

MDC-TCC 11 GENERAL STRUCTURAL ENGINEERING, MDC-TCC 12 GENERAL MECHANICAL ENGINEERING, MDC-TCC 13 GENERAL ELECTRICAL ENGINNERING,MDC-TCC 16 GENERAL CIVIL ENGINEERING, MDC-TCC 17 ENGINEERING CONSTRUCTION MANAGEMENT, MDC-TCC 18 ARCHITECTURAL CONSTRUCTION MANAGEMENT, MDC-TCC 14 ARCHITECTURE

Living Wages:	**YES** [ ]	**NO** [X]	**Highway:**	**YES** [ ]	**NO** [X]	**Heavy Construction:**	**YES** [ ] **NO** [X]
Responsible Wages:	**YES** [ ]	**NO** [X]	**Building:**	**YES** [ ]	**NO** [X]		

County Mayor (Aviation Only)

11/7/19
Date

Memorandum

MIAMI-DADE COUNTY

DATE: February 3, 2021

TO: Namita Uppal, Chief Procurement Officer
Internal Services Department

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

SUBJECT: Compliance Review
Project No. A19-MDAD-02
Facility Design Services

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 28% DBE subcontractor goal.

The Strategic Procurement Division of the Internal Services Department has submitted contract documents for the firms listed below acknowledging their commitment to comply with 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.	M C Harry & Associates, Inc.	Non-Compliant
2.	JSK International, Inc.	Non-Compliant
3.	Nelco Architecture, Inc.	Compliant
4.	Leo A Daly Company	Compliant
5.	Olanz Architecture & Design Corp.	Compliant
6.	Carty Architecture, LLC.	Compliant
7.	RS & H, Inc.	Compliant
8.	Gurri Matute, PA.	Compliant
9.	Alleguez Architecture, Inc.	Compliant
10.	Acai Associates, Inc.	Compliant
11.	KVH Architects, P.A.	Compliant
12.	2 Plus Architects, Inc.	Compliant
13.	Zyscovich, Inc	Compliant
14.	TSAO Design Group, Inc.	Compliant
15.	EXP US Services, Inc.	Compliant
16.	Hellmuth Obata & Kassabaum, Inc.	Compliant
17.	Wolfberg Alverez & Partners, Inc.	Compliant
18.	R E Chisholm Architects, Inc.	Compliant
19.	Rodriguez & Quiroga Architects Chartered	Compliant
20.	Stantec Consulting Services, Inc.	Compliant
21.	Rodriguez Architects, Inc.	Compliant
22.	CSA Central, Inc.	Compliant

SUMMARY:

M C Harry & Associates, Inc., a certified DBE firm, was eliminated from the selection process by the Strategic Procurement Division.

JSK International, Inc., a non-certified DBE firm, submitted the DBE Utililization Form and Letter of Intent (LOI) Affidavidt, committing to self perform the 28% goal. JSK International, Inc., is not a certified DBE firm and therefore is not in compliant. All DBEs must be certified by the FLUCP pursuant to 49 CFR Part 26 prior to proposal submittal.

Nelco Architecture, Inc., a non-certified DBE firm, submitted the DBE Utililization Form and Letter of Intent (LOI) Affidavidt, committing to use the following DBE certified firms: Louis J. Aguirre and Associates, P.A., to perform Mechanical, Electric, Plumbing, FP and IT Services work at 24.30%, and Eastern Engineering Group to perform Structual Engineering work at 4.5% in satisfaction of the 28% DBE goal. The DBE Utilization Forms submitted by Nelco Architectutre, Inc., and confirmed by the sub-consultants were approved pursuant to the firm's commitment to achieve an overall DBE goal of 28.8%.

Nelco Architectutre, Inc., has satisfied the contract's 28% DBE subcontractor goal and is in compliance with the overall Disadvantage Business Enterprise measures established for this contract.

Leo A Daly Company, a non-certified DBE firm, submitted the DBE Utililization Form and Letter of Intent (LOI) Affidavidt, committing to use the following DBE certified firms: Master Consulting Engineers, Inc., to perform Structural Engineering work at 10%, Delta G Consulting Engineers, Inc. to perform Mechanical, Electric and Plumbing Engineering work at 28%, Apple Designs, Inc., to perform Wayfinding, Sinage and Graphis Design work at 3%, Connico Incorporated, to perform Cost estimating work at 3%, Digital Building Services, LLC., to perform 3D Laser Scanning and Revit/CAD Modeling work at 3%, Laura Llerena & Associates, Inc., to perfrm Achitectural Design Service work at 5% and Vic Thompson Company to perform Baggage Handling Systen Design work at 5%. in satisfaction of the 28% DBE goal. The DBE Utilization Forms submitted by Leo A Daly Company and confirmed by the sub-consultants were approved pursuant to the firm's commitment to achieve an overall DBE goal of 57%.

Leo A Daly Company has satisfied the contract's 28% DBE subcontractor goal and is in compliance with the overall Disadvantage Business Enterprise measures established for this contract.

Olanz Architectural & Design Corp., a certified DBE firm submitted the DBE Utilization Form and Letter of Intent (LOI) Affidavit committing to self perform Aviation Systems, Architectural Design, Architectural Construction Management work at 28% in satisfaction of the 28% DBE goal. The DBE Utilization Form submitted by Olanz Architectural & Design Corp., and confirmed by the sub-consultants was approved pursuant to the firm's commitment to achieve an overall DBE goal of 28%.

Olanz Architectural & Design Corp., has satisfied the contract's 28% DBE subcontractor goal and is in compliance with the overall Disadvantage Business Enterprise measures established for this contract.

Carty Architecture, LLC., a non-certified DBE firm, submitted the DBE Utililization Form and Letter of Intent (LOI) Affidavidt, committing to use the following DBE certified firms: Hammond & Associates, Inc., to perform Mechanical, Electric, Plumbing and Fire Protection Engineering Design work at 28%, in satisfaction of the 28% DBE goal. The DBE Utilization Form submitted by Carty Architecture, LLC., and confirmed by the sub-consultants was approved pursuant to the firm's commitment to achieve an overall DBE goal of 28%.

Carty Architecture, LLC., has satisfied the contract's 28% DBE subcontractor goal and is in compliance with the overall Disadvantage Business Enterprise measures established for this contract.

RS&H, Inc., a non-certified DBE firm, submitted the DBE Utililization Form and Letter of Intent (LOI) Affidavidt, committing to use the following DBE certified firms: Mobio Architecture, Inc., to perform Project/Contact Management, Planning Programming, Architectural and Design Professional Services work at 25%, TGA Consulting, LLC., to perform Planning, Programming and Architectural Professional Service work at 5%, Premiere Design Solutions, Inc., to perform Survey and Civil Engineering Professional Services work at 2%, and Louis J. Aguirre & Associates, P.A., to perform Electrical and Fire Alarm Engineering work at 5% in satisfaction of the 28% DBE goal. The DBE Utilization Forms submitted by RS&H, Inc., and confirmed by the sub-consultants was approved pursuant to the firm's commitment to achieve an overall DBE goal of 37%.

RS&H, Inc., has satisfied the contract's 28% DBE sub- consultant goal and is in compliance with the overall Disadvantage Business Enterprise measures established for this contract.

Gurri Matute, P.A., a certified DBE firm submitted the DBE Utilization Form and Letter of Intent (LOI) Affidavit committing to self perform Architectural Service work at 30% in satisfaction of the 28% DBE goal. The DBE Utilization Form submitted by Gurri Matute, P.A.., and confirmed by the sub-consultant was approved pursuant to the firm's commitment to achieve an overall DBE goal of 30%.

Gurri Matute, P.A., has satisfied the contract's 28% DBE sub-consultant goal and is in compliance with the overall Disadvantage Business Enterprise measures established for this contract.

Alleguez Architecture, Inc., a certified DBE firm, submitted the DBE Utililization Form and Letter of Intent (LOI) Affidavidt, committing to use the following DBE certified firms: Alleguez Architecture, Inc., to perform Aviation Systems, Architectural Design, Architectural Construction Management work at 82%, TGA Consulting, LLC., to perform Planning, Programming and Architectural Professional Service work at 5%, Premiere Design Solutions, Inc., to perform Survey and Civil Engineering Professional Services work at 2%, and Louis J. Aguirre & Associates, P.A., to perform Electrical and Fire Alarm Engineering work at 5% in satisfaction of the 28% DBE goal. The DBE Utilization Forms submitted by Alleguez Architecture, Inc., and confirmed by the sub-consultant was approved pursuant to the firm's commitment to achieve an overall DBE goal of 100%.

Alleguez Architecture, Inc., has satisfied the contract's 28% DBE sub-consultant goal and is in compliance with the overall Disadvantage Business Enterprise measures established for this contract.

ACAI Associates, Inc., a certified DBE firm, submitted the DBE Utililization Form and Letter of Intent (LOI) Affidavidt, committing to self perform Architectual work at 28%, Delta G Consulting Engineers, Inc., to perform General Mechanical Engineering and General Electrical Engineering work as needed, Marlin Engineering, Inc., to perform General Civil Engineering and Engineering Construction Management as needed, Premiere Design Solutions, Inc., to perform Survey and Civil Engineering Professional Services work as needed, ProCon Engineering, Inc., to perform General Mechanical Engineering and General Electrical Engineering and Engineering Construction Management work as needed in satisfaction of the 28% DBE goal. The DBE Utilization Forms submitted by ACAI Associates, Inc., and confirmed by the sub-consultant was approved pursuant to the firm's commitment to achieve an overall DBE goal of 28%.

ACAI Associates, Inc., has satisfied the contract's 28% DBE sub-consultant goal and is in compliance with the overall Disadvantage Business Enterprise measures established for this contract.

KVH Architects, P.A., a certified DBE firm, submitted the DBE Utililization Form and Letter of Intent (LOI) Affidavidt, committing to self perform Architectual, Construction Management and ADA barrier removal work at 28% in satisfaction of the 28% DBE goal. The DBE Utilization Forms submitted by KVH Architects, P. A., and confirmed by the sub-consultant was approved pursuant to the firm's commitment to achieve an overall DBE goal of 28%.

KVH Architects, P. A., has satisfied the contract's 28% DBE sub-consultant goal and is in compliance with the overall Disadvantage Business Enterprise measures established for this contract.

2 Plus Architects, a non-certified DBE firm, submitted the DBE Utililization Form and Letter of Intent (LOI) Affidavidt, committing to use the following DBE certified firms: LARS Engineering, Inc., to perform Aviation Systems, Engineering Design and General Structual Engineering work at 15%, Delta G Consulting Engineers, Inc., to perform General Mechanical Engineering and General Electrical Engineering work at 20%, Ross Engineering, Inc., to perform General Civil Engineering and Engineering Construction Management at 5%, in satisfaction of the 28% DBE goal. The DBE Utilization Forms submitted by 2 Plus Architects and confirmed by the sub-consultant was approved pursuant to the firm's commitment to achieve an overall DBE goal of 40%.

2 Plus Architects has satisfied the contract's 28% DBE sub-consultant goal and is in compliance with the overall Disadvantage Business Enterprise measures established for this contract.

Zyscovich, Inc., a non-certified DBE firm, submitted the DBE Utililization Form and Letter of Intent (LOI) Affidavidt, committing to use the following DBE certified firms: Fraga Engineers, LLC., to perform Aviation Systems, Engineering Design and General Electrical Engineering and Engineering Construction Management work at 20%, BND Engineers, Inc., to perform Aviation Systems, Engineering Design, General Civil Engineering and Engineering Construction Management work at 8% in satisfaction of the 28% DBE goal. The DBE Utilization Forms submitted by Zyscovich, Inc., and confirmed by the sub-consultant was approved pursuant to the firm's commitment to achieve an overall DBE goal of 28%.

Zyscovich, Inc., has satisfied the contract's 28% DBE sub-consultant goal and is in compliance with the overall Disadvantage Business Enterprise measures established for this contract.

TSAO Design Group, a certified DBE firm, submitted the DBE Utililization Form and Letter of Intent (LOI) Affidavidt, committing to self perform Architecture and Interior Design at 28% in satisfaction of the 28% DBE goal. The DBE Utilization Form submitted by TSAO Design Group and confirmed by the sub-consultant was approved pursuant to the firm's commitment to achieve an overall DBE goal of 28%.

TSAO Design Group has satisfied the contract's 28% DBE sub-consultant goal and is in compliance with the overall Disadvantage Business Enterprise measures established for this contract.

EXP U.S. Services, Inc., a non-certified DBE firm, submitted the DBE Utililization Form and Letter of Intent (LOI) Affidavidt, committing to use the following DBE certified firms: 300 Engineering Group, P.A. to perform Civil Engineering Design Services work at 2%, Digital Building Services, LLC., to perform 3D Scanning and Modeling Services work at .5%, DisAmerica Consulting Group, Inc., to perform Civil Engineering Design work at 2.5%, Gartek Engineering Corporation, to perform Mechanical, Electrical and Compliance Review

Plumbing Engineering Design work at 10%, S&F Engineers, Inc., to perform Structual Engineering Design work at 9%, TGA Consulting, LLC., to perform Construction Management and Architectual Design work at 3% and Vic Thompson Company to perform Baggage Handler System Design work at 1.5% in satisfaction of the 28% DBE goal. The DBE Utilization Forms submitted by EXP U.S. Services, Inc., and confirmed by the sub-consultant was approved pursuant to the firm's commitment to achieve an overall DBE goal of 28.5%.

EXP U.S. Sevices, Inc., has satisfied the contract's 28% DBE sub-consultant goal and is in compliance with the overall Disadvantage Business Enterprise measures established for this contract.

Hellmuth Obata & Kassabaum, Inc., a non-certified DBE firm, submitted the DBE Utililization Form and Letter of Intent (LOI) Affidavidt, committing to use the following DBE certified firms: SDM Consulting Engineers, Inc., to perform General Mechanical Engineering and General Electrical Engineering Services work at 20% and Botas Engineering, Inc., to perform Engineering Service work at 10% in satisfaction of the 28% DBE goal. The DBE Utilization Forms submitted by Hellmuth Obata & Kassabaum, Inc., and confirmed by the sub-consultants was approved pursuant to the firm's commitment to achieve an overall DBE goal of 30%.

Hellmuth Obata & Kassabaum, Inc., has satisfied the contract's 28% DBE sub-consultant goal and is in compliance with the overall Disadvantage Business Enterprise measures established for this contract.

Wolfberg Alvarez and Partners, a non-certified DBE firm, submitted the DBE Utililization Form and Letter of Intent (LOI) Affidavidt, committing to use the following DBE certified firms: BND Engineers, Inc., to perform Aviation Systems and Civil Engineering work at 8% and Louis J. Aguirre & Associates, P.A. to perform General Mechanical and Electrical Engineering work at 20% in satisfaction of the 28% DBE goal. The DBE Utilization Forms submitted by Wolfberg Alvarez and Partners and confirmed by the sub-consultants was approved pursuant to the firm's commitment to achieve an overall DBE goal of 28%.

Wolfberg Alvarez and Partners has satisfied the contract's 28% DBE sub-consultant goal and is in compliance with the overall Disadvantage Business Enterprise measures established for this contract.

RE Chisholm Architects,Inc., a non-certified DBE firm, submitted the DBE Utililization Form and Letter of Intent (LOI) Affidavidt, committing to use the following DBE certified firms: MEP Engineering, Inc., to perform Mechanical Engineering and Electrical Engineering Service work at 10%, 305 Consulting Engineers, Inc., to perform Structural Engineering at 10%, A.D.A Engineering, Inc., to perform Civil Engineering Service work at 5% and EV Services, Inc., to perform Public Involvement and Outreach Service work at 3%, in satisfaction of the 28% DBE goal. The DBE Utilization Forms submitted by RE Chisholm Architects, Inc., and confirmed by the sub-consultants was approved pursuant to the firm's commitment to achieve an overall DBE goal of 28%.

RE Chisholm Architects, Inc., has satisfied the contract's 28% DBE sub-consultant goal and is in compliance with the overall Disadvantage Business Enterprise measures established for this contract.

Rodriguez and Quiroga Architects Chartered, a non-certified DBE firm, submitted the DBE Utililization Form and Letter of Intent (LOI) Affidavidt, committing to use the following DBE certified firms: A.D.A Engineering, Inc., to perform Civil Engineering work at 25%, MCO Construction & Services to perform Cost Estimating Service work at 3% in satisfaction of the 28% DBE goal. The DBE Utilization Forms submitted by Rodriguez and Quiroga Architects Chartered and confirmed by the sub-consultants was approved pursuant to the firm's commitment to achieve an overall DBE goal of 28%.

Rodriguez and Quiroga Architects Chartered has satisfied the contract's 28% DBE sub-consultant goal and is in compliance with the overall Disadvantage Business Enterprise measures established for this contract.

Stantec Consulting Services,Inc., a non-certified DBE firm, submitted the DBE Utililization Form and Letter of Intent (LOI) Affidavidt, committing to use the following DBE certified firms: Fraga Engineers, Inc., to perform MEP/FP Engineering at 7%, TGA Consulting, LLC., to perform Architectural Service work at 7%, Nifah & Partners Consulting Engineers, Inc., to perform Structural Engineering work at 7% and The Architectural Design Consortium, Inc., to perform Architectural Design and Architectural Construction Management work at 7% in satisfaction of the 28% DBE goal. The DBE Utilization Forms submitted by Stantec Consulting Services,Inc., and confirmed by the sub-consultants was approved pursuant to the firm's commitment to achieve an overall DBE goal of 28%.

Stantec Consulting Services,Inc., has satisfied the contract's 28% DBE sub-consultant goal and is in compliance with the overall Disadvantage Business Enterprise measures established for this contract

Rodriguez Architects, Inc., a certified DBE firm, submitted the DBE Utililization Form and Letter of Intent (LOI) Affidavidt, committing to self perform Architectual Design Services, Aviation Design, Construction Management and ADA Design, Assessment, Review Design work at 28% in satisfaction of the 28% DBE goal. The DBE Utilization Form submitted by Rodriguez Architects, Inc., and confirmed by the sub-consultants was approved pursuant to the firm's commitment to achieve an overall DBE goal of 28%.

Rodriguez Architects, Inc., has satisfied the contract's 28% DBE sub-consultant goal and is in compliance with the overall Disadvantage Business Enterprise measures established for this contract.

CSA Central,Inc., a non-certified DBE firm, submitted the DBE Utililization Form and Letter of Intent (LOI) Affidavidt, committing to use the following DBE certified firms: Basulto and Associates, Inc., to perform MEP/FP Engineering at 5%, HP Consultants, Inc., to perform Geotecnical Engineering work at 5%, Laura Perez and Associates, Inc., to perform Aviation Design, Architectural Design and Architectural Construction Management and ADA Title II Consultant work at 15% and PT Suppliers, LLC., to perform Aviation Systems, Engineering Design, General Structual Engineering and Engineering Construction Management work at 5% in satisfaction of the 28% DBE goal. The DBE Utilization Forms submitted by CSA Central,Inc., and confirmed by the sub-consultants was approved pursuant to the firm's commitment to achieve an overall DBE goal of 30%.

CSA Central,Inc., has satisfied the contract's 28% DBE sub-consultant goal and is in compliance with the overall Disadvantage Business Enterprise measures established for this contract

Please be reminded that SBD's review is for compliance with the DBE Program. 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
Andre Ragin, MDAD

Attachment E

County Attorney's Responsiveness Determination

COUNTY ATTORNEY
MIAMI-DADE COUNTY, FLORIDA

David M. Murray
Assistant County Attorney
dmmurray@miami-airport.com

AVIATION DEPARTMENT
P.O. BOX 025504
MIAMI, FLORIDA 33102-5504
Phone: (305) 876-7040
Fax: (305) 876-7294

MEMORANDUM

TO: Amado Gonzalez
A/E Consultant Selection Coordinator
Internal Services Department

FROM: David M. Murray
Assistant County Attorney

DATE: January 19, 2021

SUBJECT: Responsiveness Opinion
A 19-MDAD-02: Facility Design Services

You have asked whether or not M.C. Harry is responsive. M.C. Harry is not responsive.

Per Addendum 3, firms were advised that no firm which had been awarded an agreement pursuant to solicitation No. A16-MDAD-03 were eligible for award as a prime contractor on the instant notice to professional consultants. M.C. Harry is a prime contractor on No. A16-MDAD-03, and thus, does not meet the criteria to be considered for award under this solicitation. M.C. Harry is accordingly non-responsive.

DMM/ram

Attachment F

Negotiation Authorization, List of Respondents and Tabulation Sheets

RECEIVED BY CLERK
Circuit & County Courts
Miami-Dade County, Florida
FILED FOR RECORD

9:19 am, 04/29/2021

CLERK OF THE BOARD

Memorandum

MIAMI-DADE COUNTY

Date: April 26, 2021

To: Tara C. Smith, Director
Internal Services Department

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

From: Amado Gonzalez, Consultant Selection Coordinator
Chairperson, Competitive Selection Committee

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 Department, email=uppaln@miamidade.gov, c=US
Date: 2021.04.26 23:40:29 -04'00'

Amado Gonzalez

Subject: NEGOTIATION AUTHORIZATION
Miami-Dade Aviation Department (MDAD)
Facility Design Services
ISD Project No. A19-MDAD-02

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.: A19-MDAD-02

Project Title: Facility Design Services

Scope of Services Summary: The scope of services to be provided by the selected A/E firms includes, but is not limited to, design and construction inspection services for renovations and improvements terminal-wide, outer buildings and new facilities including interior, tenant relocations, roofing and glazing work, miscellaneous code compliance, and aesthetics related improvements and project management services.

Experience and Qualifications: It is preferred that the Prime Consultant have a cumulative five (5) years of experience within the last twenty (20) years modifying and/or designing airport facilities at major airport hubs.

Term and Estimated Cost of Contract: The County intends to retain four (4) qualified consultants/teams for four (4) separate Non-Exclusive Professional Services Agreements with an effective term of five (5) years each. Each Professional Services Agreement will have an estimated total maximum compensation of $5,000,000.00, exclusive of a ten percent (10%) contingency in accordance with Ordinance 00-65 and a quarter of one percent (.0025%) Inspector General Fee in accordance with Ordinance 97-215.

Disadvantaged Business Enterprise Goal: On November 7, 2019, the Internal Services Department's Small Business Development Division established a 28.00% Disadvantaged Business Enterprise goal.

Advertisement Date: July 10, 2020.

Number of Proposals Received: Twenty-two (22) proposals were received by the submittal deadline of September 23, 2020.

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

Internal Services Department Compliance Review: On January 19, 2021, the County Attorney's Office deemed M.C. Harry & Associates, Inc.'s proposal, non-responsive. Consequently, M.C. Harry & Associates, Inc.'s proposal was not evaluated by the Competitive Selection Committee.

On February 3, 2021, the Internal Services Department's Small Business Development Division deemed the proposal from JSK International, Inc. was non-compliant with the requirements of the Disadvantaged Business Enterprise Program. Consequently, JSK International, Inc.'s proposal was not evaluated by the Competitive Selection Committee.

Disadvantaged Business Enterprise Compliance Review: Please refer to the attached Compliance Review Memorandum dated February 3, 2021.

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.

First Tier Results: The First Tier meeting was held on March 10, 2021. 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.

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

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
- Felix Pereira, Chief of Design, Miami-Dade Aviation Department
- Ammad Riaz, Chief of Aviation Planning, Miami-Dade Aviation Department
- Carolina L. Alfonso, Construction Project Manager, Cultural Affairs Department

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 four (4) Non-Exclusive Professional Services Agreements for this solicitation, in accordance with the Competitive Selection Committee's recommendation:

RANKING OF RESPONDENTS

CARTY ARCHITECTURE LLC
Final Ranking – 1
Total Adjusted Ordinal Score – 8
Total Adjusted Qualitative Points – 269

LEO A DALY COMPANY
Final Ranking – 2
Total Adjusted Ordinal Score – 15
Total Adjusted Qualitative Points – 263

STANTEC CONSULTING SERVICES INC
Final Ranking – 3
Total Adjusted Ordinal Score – 16
Total Adjusted Qualitative Points – 254

EXP US SERVICES INC
Final Ranking – 4
Total Adjusted Ordinal Score – 20
Total Adjusted Qualitative Points – 248

The following firms will serve as alternates:

RS&H INC
Final Ranking – 5
Total Adjusted Ordinal Score – 25
Total Adjusted Qualitative Points – 254

ZYSCOVICH INC
Final Ranking – 6
Total Adjusted Ordinal Score – 25
Total Adjusted Qualitative Points – 245

ACAI ASSOCIATES INC
Final Ranking – 7
Total Adjusted Ordinal Score – 26
Total Adjusted Qualitative Points – 259

WOLFBERG ALVAREZ & PARTNERS INC
Final Ranking – 8
Total Adjusted Ordinal Score – 26
Total Adjusted Qualitative Points – 239

NELCO ARCHITECTURE, INC.
Final Ranking – 9
Total Adjusted Ordinal Score – 31
Total Adjusted Qualitative Points – 232

RODRIGUEZ & QUIROGA ARCHITECTS CHARTERED
Final Ranking – 10
Total Adjusted Ordinal Score – 32

Total Adjusted Qualitative Points – 223

GURRI MATUTE PA
Final Ranking – 11
Total Adjusted Ordinal Score – 33
Total Adjusted Qualitative Points – 249

HELLMUTH OBATA & KASSABAUM INC
Final Ranking – 12
Total Adjusted Ordinal Score – 34
Total Adjusted Qualitative Points – 231

KVH ARCHITECTS PA
Final Ranking – 13
Total Adjusted Ordinal Score – 36
Total Adjusted Qualitative Points – 231

ALLEGUEZ ARCHITECTURE INC
Final Ranking – 14
Total Adjusted Ordinal Score – 39
Total Adjusted Qualitative Points – 239

R E CHISHOLM ARCHITECTS INC
Final Ranking – 15
Total Adjusted Ordinal Score – 40
Total Adjusted Qualitative Points – 234

RODRIGUEZ ARCHITECTS INC
Final Ranking – 16
Total Adjusted Ordinal Score – 40
Total Adjusted Qualitative Points – 215

CSA CENTRAL INC
Final Ranking – 17
Total Adjusted Ordinal Score – 47
Total Adjusted Qualitative Points – 228

2 PLUS ARCHITECTS INC
Final Ranking – 18
Total Adjusted Ordinal Score – 46
Total Adjusted Qualitative Points – 228

TSAO DESIGN GROUP INC
Final Ranking – 19
Total Adjusted Ordinal Score – 49
Total Adjusted Qualitative Points – 231

OLANZ ARCHITECTURE & DESIGN CORP
Final Ranking – 20
Total Adjusted Ordinal Score – 52
Total Adjusted Qualitative Points – 217

Pursuant to the Cone 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.

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 to continue and the report will be submitted upon completion. The final contracts and report should be sent to the Internal Services Department, Architectural and Engineering Unit.

Approved:

Tara C. Smith
Digitally signed by Tara C. Smith
Date: 2021.04.28 09:21:05 -04'00'

Tara C. Smith
Director

Date

Attachments:
1. List of Respondents
2. CAO Responsiveness Opinion
3. DBE Compliance Review
4. First Tier Tabulation Sheet

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

MIAMI DADE COUNTY
INTERNAL SERVICES DEPARTMENT

LIST OF RESPONDENTS

Project Name: Facility Design Services
Project No.: A19-MDAD-02
Measures: DBE 28%
No. of Agreements: 4
Contract Type: PROFESSIONAL SERVICES AGREEMENT
Submittal Date: 09/23/2020

Team No.: 1
Prime Name: M C HARRY & ASSOCIATES INC **FEIN No.:** 592281430
Trade Name:

	Sub-Consultants Name	Trade Name	Subs FEIN No.
a.	SDM CONSULTING ENGINEERS INC		592346110
b.	305 CONSULTING ENGINEERS LLC		462245961
c.	BLISS & NYITRAY INC		591203311
d.	WGI INC		650271367

Team No.: 2
Prime Name: JSK INTERNATIONAL INC **FEIN No.:** 592233118
Trade Name: JSK ARCHITECTURAL GROUP

	Sub-Consultants Name	Trade Name	Subs FEIN No.
a.	CHEN MOORE AND ASSOCIATES INC		592739866
b.	YOUSSEF HACHEM CONSULTING ENGINEERING		203225960
c.	3FM ENGINEERING, INC.		464436733

Team No.: 3
Prime Name: NELCO ARCHITECTURE, INC. **FEIN No.:** 020601330
Trade Name:

	Sub-Consultants Name	Trade Name	Subs FEIN No.
a.	LOUIS J AGUIRRE & ASSOCIATES PA		650164013
b.	EASTERN ENGINEERING GROUP COMPANY		611492162
c.	LANGAN ENGINEERING & ENVIRONMENTAL SERVICES INC		223167382
d.	IBA CONSULTANTS INC		650637763
e.	BRINJAC ENGINEERING INC		320426829
f.	BNP ASSOCIATES INC		060871669
g.	ROBERT & COMPANY		580404938

MIAMI DADE COUNTY
INTERNAL SERVICES DEPARTMENT

LIST OF RESPONDENTS

Project Name: Facility Design Services
Project No.: A19-MDAD-02
Measures: DBE 28%
No. of Agreements: 4
Contract Type: PROFESSIONAL SERVICES AGREEMENT
Submittal Date: 09/23/2020

Team No.: 4
Prime Name: LEO A DALY COMPANY **FEIN No.:** 470363104
Trade Name:

Sub-Consultants Name	Trade Name	Subs FEIN No.
a. MASTER CONSULTING ENGINEERS INC		593614371
b. DELTA G CONSULTING ENGINEERS INC		650361739
c. MILIAN SWAIN & ASSOCIATES INC		650094999
d. APPLE DESIGNS, INC.		521410818
e. BRIZAGA, INC.		821566105
f. CONNICO INCORPORATED		621451266
g. DIGITAL BUILDING SERVICES, LLC		812653383
h. LAURA LLERENA & ASSOCIATES INC		591983295
i. MOYE I.T. CONSULTING, LLC	MOYE CONSULTING	470883117
j. VIC THOMPSON COMPANY		752727229

Team No.: 5
Prime Name: OLANZ ARCHITECTURE & DESIGN CORP **FEIN No.:** 462841912
Trade Name:

Sub-Consultants Name	Trade Name	Subs FEIN No.
a. DDA ENGINEERS PA		650138165
b. P J V ENGINEERING INC		201066351
c. CIVIL WORKS INC		650673629

Team No.: 6
Prime Name: CARTY ARCHITECTURE LLC **FEIN No.:** 900811358
Trade Name:

Sub-Consultants Name	Trade Name	Subs FEIN No.
a. HAMMOND & ASSOCIATES INC		650083957
b. BURNS & MCDONNELL ENGINEERING CO INC		430956142
c. JSM & ASSOCIATES LLC		261660700
d. BEKKA GROUP INC		455612715

MIAMI DADE COUNTY
INTERNAL SERVICES DEPARTMENT

LIST OF RESPONDENTS

Project Name: Facility Design Services
Project No.: A19-MDAD-02
Measures: DBE 28%
No. of Agreements: 4
Contract Type: PROFESSIONAL SERVICES AGREEMENT
Submittal Date: 09/23/2020

Team No.: 7
Prime Name: RS&H INC **FEIN No.:** 592986466
Trade Name:

	Sub-Consultants Name	Trade Name	Subs FEIN No.
a.	MOBIO ARCHITECTURE INC		300793220
b.	TGA CONSULTING, LLC		465612615
c.	M. ARTHUR GENSLER JR. & ASSOCIATES, INC.	GENSLER	941663305
d.	ROSS & BARUZZINI INC		430787438
e.	LOUIS J AGUIRRE & ASSOCIATES PA		650164013
f.	PREMIERE DESIGN SOLUTIONS INC		260571068
g.	ALPHA CONSTRUCTION & ENGINEERING CORPORATION	ALPHA CORPORATION	521162258
h.	WOOD ENVIRONMENT & INFRASTRUCTURE SOLUTIONS INC		911641772

Team No.: 8
Prime Name: GURRI MATUTE PA **FEIN No.:** 651038126
Trade Name:

	Sub-Consultants Name	Trade Name	Subs FEIN No.
a.	BURNS & MCDONNELL ENGINEERING CO INC		430956142
b.	FAITH GROUP, LLC	FAITH GROUP CONSULTING LLC	200568153
c.	DOUGLAS WOOD ASSOCIATES INC		650343713
d.	TLC ENGINEERING SOLUTIONS INC		591228645
e.	JSM & ASSOCIATES LLC		261660700
f.	MCO CONSTRUCTION & SERVICES INC		650400906

Team No.: 9
Prime Name: ALLEGUEZ ARCHITECTURE INC **FEIN No.:** 043639417
Trade Name:

	Sub-Consultants Name	Trade Name	Subs FEIN No.
a.	CIVIL WORKS INC		650673629
b.	BOTAS ENGINEERING INC		650670569
c.	FRAGA ENGINEERS, LLC		204038436

MIAMI DADE COUNTY
INTERNAL SERVICES DEPARTMENT

LIST OF RESPONDENTS

Project Name: Facility Design Services
Project No.: A19-MDAD-02
Measures: DBE 28%
No. of Agreements: 4
Contract Type: PROFESSIONAL SERVICES AGREEMENT
Submittal Date: 09/23/2020

Team No.: 10
Prime Name: ACAI ASSOCIATES INC **FEIN No.:** 650020223
Trade Name:

Sub-Consultants Name	Trade Name	Subs FEIN No.
a. MARLIN ENGINEERING INC		650279601
b. PREMIERE DESIGN SOLUTIONS INC		260571068
c. DELTA G CONSULTING ENGINEERS INC		650361739
d. EAC CONSULTING INC		650519739
e. PROCON ENGINEERING INC		522369847
f. TLC ENGINEERING SOLUTIONS INC		591228645
g. JENSEN HUGHES INC.		521199515

Team No.: 11
Prime Name: KVH ARCHITECTS PA **FEIN No.:** 650263603
Trade Name:

Sub-Consultants Name	Trade Name	Subs FEIN No.
a. DDA ENGINEERS PA		650138165
b. TLC ENGINEERING SOLUTIONS INC		591228645
c. CHEN MOORE AND ASSOCIATES INC		592739866
d. IBA CONSULTANTS INC		650637763

Team No.: 12
Prime Name: 2 PLUS ARCHITECTS INC **FEIN No.:** 464058491
Trade Name:

Sub-Consultants Name	Trade Name	Subs FEIN No.
a. LARS ENGINEERING, INC.		831654777
b. DELTA G CONSULTING ENGINEERS INC		650361739
c. ROSS ENGINEERING INC		450500482

Team No.: 13
Prime Name: ZYSCOVICH INC **FEIN No.:** 592754852
Trade Name: ZYSCOVICH ARCHITECTS

Sub-Consultants Name	Trade Name	Subs FEIN No.
a. BLISS & NYITRAY INC		591203311
b. FRAGA ENGINEERS, LLC		204038436
c. BND ENGINEERS INC		650421519

MIAMI DADE COUNTY
INTERNAL SERVICES DEPARTMENT

LIST OF RESPONDENTS

Project Name: Facility Design Services
Project No.: A19-MDAD-02
Measures: DBE 28%
No. of Agreements: 4
Contract Type: PROFESSIONAL SERVICES AGREEMENT
Submittal Date: 09/23/2020

Team No.: 14
Prime Name: TSAO DESIGN GROUP INC **FEIN No.:** 943364738
Trade Name:

	Sub-Consultants Name	Trade Name	Subs FEIN No.
a.	TLC ENGINEERING SOLUTIONS INC		591228645
b.	MILLER LEGG & ASSOCIATES INC		650563467

Team No.: 15
Prime Name: EXP US SERVICES INC **FEIN No.:** 460523964
Trade Name:

	Sub-Consultants Name	Trade Name	Subs FEIN No.
a.	ATKINS NORTH AMERICA INC		590896138
b.	LVA LUIS VIDAL USA INC		474542696
c.	INTERIOR ARCHITECTS, INC.	INTERIOR ARCHITECTS	953935823
d.	GRESHAM SMITH		620794126
e.	TGA CONSULTING, LLC		465612615
f.	GARTEK ENGINEERING CORPORATION		592032388
g.	S & F ENGINEERS INC		651088480
h.	DISAMERICA CONSULTING GROUP, INC.		471187266
i.	300 ENGINEERING GROUP PA		562612529
j.	VIC THOMPSON COMPANY		752727229
k.	APEX COMPANIES, LLC		521562320
l.	BLUE DIGITAL CORP		050528104
m.	DIGITAL BUILDING SERVICES, LLC		812653383

Team No.: 16
Prime Name: HELLMUTH OBATA & KASSABAUM INC **FEIN No.:** 431723985
Trade Name:

	Sub-Consultants Name	Trade Name	Subs FEIN No.
a.	PEREZ & PEREZ ARCHITECTS PLANNERS INC		592400309
b.	BURNS & MCDONNELL ENGINEERING CO INC		430956142
c.	BOTAS ENGINEERING INC		650670569
d.	SDM CONSULTING ENGINEERS INC		592346110
e.	JENSEN HUGHES INC.		521199515
f.	DIGITAL BUILDING SERVICES, LLC		812653383

LIST OF RESPONDENTS

Project Name: Facility Design Services
Project No.: A19-MDAD-02
Measures: DBE 28%
No. of Agreements: 4
Contract Type: PROFESSIONAL SERVICES AGREEMENT
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Team No.: 17
Prime Name: WOLFBERG ALVAREZ & PARTNERS INC **FEIN No.:** 591713092
Trade Name:

Sub-Consultants Name	Trade Name	Subs FEIN No.
a. BND ENGINEERS INC		650421519
b. BLISS & NYITRAY INC		591203311
c. LOUIS J AGUIRRE & ASSOCIATES PA		650164013

Team No.: 18
Prime Name: R E CHISHOLM ARCHITECTS INC **FEIN No.:** 650131871
Trade Name:

Sub-Consultants Name	Trade Name	Subs FEIN No.
a. MEP ENGINEERING INC		650154503
b. 305 CONSULTING ENGINEERS LLC		462245961
c. A D A ENGINEERING INC		592064498
d. EV SERVICES INC		205779421

Team No.: 19
Prime Name: RODRIGUEZ & QUIROGA ARCHITECTS CHARTERED **FEIN No.:** 592277900
Trade Name:

Sub-Consultants Name	Trade Name	Subs FEIN No.
a. DDA ENGINEERS PA		650138165
b. JOHNSON AVEDANO LOPEZ RODRIGUEZ & WALEWSKI ENGINEERING GROUP INC		592600954
c. A D A ENGINEERING INC		592064498
d. SEQUIL SYSTEMS INC		611429151
e. HORTON LEES BROGDEN LIGHTING		132671278
f. MCO CONSTRUCTION & SERVICES INC		650400906

Team No.: 20
Prime Name: STANTEC CONSULTING SERVICES INC **FEIN No.:** 112167170
Trade Name:

Sub-Consultants Name	Trade Name	Subs FEIN No.
a. BERMELLO AJAMIL & PARTNERS INC		591722486
b. FRAGA ENGINEERS, LLC		204038436
c. NIFAH & PARTNERS CONSULTING ENGINEERS		650604266
d. TGA CONSULTING, LLC		465612615
e. T Y LIN INTERNATIONAL		941598707
f. ARCHITECTURAL DESIGN CONSORTIUM INC		650266900

MIAMI DADE COUNTY
INTERNAL SERVICES DEPARTMENT

LIST OF RESPONDENTS

Project Name: Facility Design Services
Project No.: A19-MDAD-02
Measures: DBE 28%
No. of Agreements: 4
Contract Type: PROFESSIONAL SERVICES AGREEMENT
Submittal Date: 09/23/2020

Team No.: 21
Prime Name: RODRIGUEZ ARCHITECTS INC **FEIN No.:** 650197336
Trade Name:

Sub-Consultants Name	Trade Name	Subs FEIN No.
a. STV INCORPORATED		131986759
b. KEITH & ASSOCIATES INC		650806421

Team No.: 22
Prime Name: CSA CENTRAL INC **FEIN No.:** 311446286
Trade Name:

Sub-Consultants Name	Trade Name	Subs FEIN No.
a. BASULTO & ASSOCIATES INC		650437722
c. LAURA M PEREZ & ASSOC INC		650158718
d. PT SUPPLIERS LLC	RISK AND DESIGN CONSULTING	474000358
e. MCFARLAND-JOHNSON, INC.	MCFARLAND JOHNSON	160770183

FIRST TIER MEETING
March 10, 2021
Miami-Dade Aviation Department

TABULATION SHEET

Facility Design Services
ISD PROJECT NO. A19-MDAD-02

	NAME OF FIRM(S)	COMPETITIVE SELECTION COMMITTEE					SUB-TOTAL	TOTAL & ADJ. QUALITATIVE SCORE	TOTAL ADJ. ORDINAL SCORES	ORDINAL RANKING	FINAL RANK
		Felix Pereira, MDAD	Ammad Riaz, MDAD	Augustin Durand, WASD	Carolina Alfonso, CUA	Vivian Galvez, WASD					
1	M C HARRY & ASSOCIATES INC (Eliminated)										
2	JSK INTERNATIONAL INC (Eliminated)										
3	NELCO ARCHITECTURE, INC.										
	1A - Qualification of firms including team members associated to the project (Max. 50 points)	5	45	47	38	38	173				
	2A - Knowledge and Past Experience of similar type projects (Max. 20 points)	5	18	18	11	6	58				
	3A - Past Performance of the Firms (Max. 20 points)	5	18	19	15	16	73				
	4A - Amount of Work Awarded and Paid by the County (Max. 5 points)	5	4	4	4	5	22				
	5A - Ability of team members to interface with the County (Max 5 points)	2	5	5	5	4	21				
		22	90	93	73	69		347			
	Ordinal Scores	17	3	2	18	11					
	Dropped Ordinal Scores			2	18				31	9	9
	Dropped Qualitative Scores	22		93				232			
	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	LEO A DALY COMPANY										
	1A - Qualification of firms including team members associated to the project (Max. 50 points)	45	45	46	45	41	222				
	2A - Knowledge and Past Experience of similar type projects (Max. 20 points)	18	18	17	15	9	77				
	3A - Past Performance of the Firms (Max. 20 points)	18	18	18	15	16	85				
	4A - Amount of Work Awarded and Paid by the County (Max. 5 points)	5	5	4	4	5	23				
	5A - Ability of team members to interface with the County (Max 5 points)	4	5	4	5	4	22				
		90	91	89	84	75		429			
	Ordinal Scores	4	1	11	8	3					
	Dropped Ordinal Scores		1	11					15	2	2
	Dropped Qualitative Scores		91			75		263			
	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										
5	OLANZ ARCHITECTURE & DESIGN CORP										
	1A - Qualification of firms including team members associated to the project (Max. 50 points)	5	41	47	43	38	174				
	2A - Knowledge and Past Experience of similar type projects (Max. 20 points)	3	15	18	12	6	54				
	3A - Past Performance of the Firms (Max. 20 points)	3	15	18	12	8	56				
	4A - Amount of Work Awarded and Paid by the County (Max. 5 points)	5	5	4	5	5	24				
	5A - Ability of team members to interface with the County (Max 5 points)	2	5	4	5	2	18				
		18	81	91	77	59		326			
	Ordinal Scores	20	17	6	15	20					
	Dropped Ordinal Scores	20		6					52	20	20
	Dropped Qualitative Scores	18		91				217			
	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										
6	CARTY ARCHITECTURE LLC										
	1A - Qualification of firms including team members associated to the project (Max. 50 points)	49	47	48	47	41	232				
	2A - Knowledge and Past Experience of similar type projects (Max. 20 points)	19	18	18	16	9	80				
	3A - Past Performance of the Firms (Max. 20 points)	19	18	17	15	12	81				
	4A - Amount of Work Awarded and Paid by the County (Max. 5 points)	3	2	5	4	4	18				
	5A - Ability of team members to interface with the County (Max 5 points)	5	5	4	5	3	22				
		95	90	92	87	69		433			
	Ordinal Scores	1	2	3	3	10					
	Dropped Ordinal Scores	1				10			8	1	1
	Dropped Qualitative Scores	95				69		269			
	Tie-Breaker(CSC Ords)-Criterion 1A,2A,3A,4A,5A, then Total Qual. Points for 1A,2A,3A,4A,5A.										
	Tie-Breaker (Total Ord. Score)-Total Adjusted Qual. Points, then Total Qual. Points for 1A,2A,3A,4A,5A										
7	RS&H INC										
	1A - Qualification of firms including team members associated to the project (Max. 50 points)	49	45	48	39	42	224				
	2A - Knowledge and Past Experience of similar type projects (Max. 20 points)	19	18	14	15	9	75				
	3A - Past Performance of the Firms (Max. 20 points)	19	19	17	15	12	82				
	4A - Amount of Work Awarded and Paid by the County (Max. 5 points)	1	1	3	4	4	13				
	5A - Ability of team members to interface with the County (Max 5 points)	5	5	5	5	3	23				
		93	89	87	78	70		417			
	Ordinal Scores	2	4	18	14	7					
	Dropped Ordinal Scores	2		18					25	5	5
	Dropped Qualitative Scores	93				70		254			
	Tie-Breaker(CSC Ords)-Criterion 1A,2A,3A,4A,5A, then Total Qual. Points for 1A,2A,3A,4A,5A.										
	Tie-Breaker (Total Ord. Score)-Total Adjusted Qual. Points, then Total Qual. Points for 1A,2A,3A,4A,5A										
8	GURRI MATUTE PA										
	1A - Qualification of firms including team members associated to the project (Max. 50 points)	48	45	46	43	41	223				
	2A - Knowledge and Past Experience of similar type projects (Max. 20 points)	18	17	16	14	10	75				
	3A - Past Performance of the Firms (Max. 20 points)	18	16	17	12	12	75				
	4A - Amount of Work Awarded and Paid by the County (Max. 5 points)	2	2	3	4	3	14				
	5A - Ability of team members to interface with the County (Max 5 points)	5	5	4	5	3	22				
		91	85	86	78	69		409			
	Ordinal Scores	3	13	20	12	8					
	Dropped Ordinal Scores	3		20					33	11	11
	Dropped Qualitative Scores	91				69		249			
	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
March 10, 2021
Miami-Dade Aviation Department

TABULATION SHEET

Facility Design Services
ISD PROJECT NO. A19-MDAD-02

		COMPETITIVE SELECTION COMMITTEE								
		Felix Pereira, MDAD	Ammad Riaz, MDAD	Augustin Durand, WASD	Carolina Alfonso, CUA	Vivian Galvez, WASD	SUB-TOTAL	TOTAL & ADJ. QUALITATIVE SCORE	TOTAL ADJ. ORDINAL SCORES	ORDINAL RANKING	FINAL RANK
9	ALLEGUEZ ARCHITECTURE INC										
	1A - Qualification of firms including team members associated to the project (Max. 50 points)	40	42	47	38	39	206				
	2A - Knowledge and Past Experience of similar type projects (Max. 20 points)	15	16	17	12	6	66				
	3A - Past Performance of the Firms (Max. 20 points)	15	16	17	15	12	75				
	4A - Amount of Work Awarded and Paid by the County (Max. 5 points)	5	5	4	5	5	24				
	5A - Ability of team members to interface with the County (Max 5 points)	5	5	5	5	3	23				
		80	84	90	75	65		394			
	Ordinal Scores	6	14	8	17	17					
	Dropped Ordinal Scores	6				17			39	14	14
	Dropped Qualitative Scores			90		65		239			
	Tie-Breaker(CSC Ords)-Criterion 1A,2A,3A,4A,5A, then Total Qual. Points for 1A,2A,3A,4A,5A.										
	Tie-Breaker (Total Ord. Score)-Total Adjusted Qual. Points, then Total Qual. Points for 1A,2A,3A,4A,5A										
10	ACAI ASSOCIATES INC										
	1A - Qualification of firms including team members associated to the project (Max. 50 points)	30	46	47	46	47	216				
	2A - Knowledge and Past Experience of similar type projects (Max. 20 points)	10	18	16	18	20	82				
	3A - Past Performance of the Firms (Max. 20 points)	10	15	16	15	12	68				
	4A - Amount of Work Awarded and Paid by the County (Max. 5 points)	1	2	5	2	5	15				
	5A - Ability of team members to interface with the County (Max 5 points)	2	5	4	5	3	19				
		53	86	88	86	87		400			
	Ordinal Scores	12	9	15	5	1					
	Dropped Ordinal Scores			15		1			26	7	7
	Dropped Qualitative Scores	53		88				259			
	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										
11	KVH ARCHITECTS PA										
	1A - Qualification of firms including team members associated to the project (Max. 50 points)	20	42	47	42	41	192				
	2A - Knowledge and Past Experience of similar type projects (Max. 20 points)	15	14	16	12	10	67				
	3A - Past Performance of the Firms (Max. 20 points)	15	16	17	12	16	76				
	4A - Amount of Work Awarded and Paid by the County (Max. 5 points)	4	3	5	5	4	21				
	5A - Ability of team members to interface with the County (Max 5 points)	5	5	4	5	4	23				
		59	80	89	76	75		379			
	Ordinal Scores	10	19	10	16	2					
	Dropped Ordinal Scores		19			2			36	13	13
	Dropped Qualitative Scores	59		89				231			
	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										
12	2 PLUS ARCHITECTS INC										
	1A - Qualification of firms including team members associated to the project (Max. 50 points)	10	40	46	42	37	175				
	2A - Knowledge and Past Experience of similar type projects (Max. 20 points)	3	15	17	12	6	53				
	3A - Past Performance of the Firms (Max. 20 points)	3	18	16	20	12	69				
	4A - Amount of Work Awarded and Paid by the County (Max. 5 points)	4	3	5	5	5	22				
	5A - Ability of team members to interface with the County (Max 5 points)	3	5	5	5	3	21				
		23	81	89	84	63		340			
	Ordinal Scores	16	18	12	9	19					
	Dropped Ordinal Scores				9	19			46	17	18
	Dropped Qualitative Scores	23		89				228			
	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										
13	ZYSCOVICH INC										
	1A - Qualification of firms including team members associated to the project (Max. 50 points)	10	46	47	49	41	193				
	2A - Knowledge and Past Experience of similar type projects (Max. 20 points)	5	18	17	19	10	69				
	3A - Past Performance of the Firms (Max. 20 points)	1	15	17	15	12	60				
	4A - Amount of Work Awarded and Paid by the County (Max. 5 points)	1	4	5	4	1	15				
	5A - Ability of team members to interface with the County (Max 5 points)	1	5	4	5	3	18				
		18	88	90	92	67		355			
	Ordinal Scores	19	6	7	1	12					
	Dropped Ordinal Scores	19			1				25	5	6
	Dropped Qualitative Scores	18			92			245			
	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										
14	TSAO DESIGN GROUP INC										
	1A - Qualification of firms including team members associated to the project (Max. 50 points)	10	42	46	42	39	179				
	2A - Knowledge and Past Experience of similar type projects (Max. 20 points)	3	15	17	15	7	57				
	3A - Past Performance of the Firms (Max. 20 points)	2	15	17	18	12	64				
	4A - Amount of Work Awarded and Paid by the County (Max. 5 points)	4	4	4	5	4	21				
	5A - Ability of team members to interface with the County (Max 5 points)	2	5	4	5	3	19				
		21	81	88	85	65		340			
	Ordinal Scores	18	16	17	7	16					
	Dropped Ordinal Scores	18			7				49	19	19
	Dropped Qualitative Scores	21		88				231			
	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										
15	EXP US SERVICES INC										
	1A - Qualification of firms including team members associated to the project (Max. 50 points)	30	46	47	46	44	213				
	2A - Knowledge and Past Experience of similar type projects (Max. 20 points)	15	18	17	18	9	77				
	3A - Past Performance of the Firms (Max. 20 points)	10	17	17	16	12	72				
	4A - Amount of Work Awarded and Paid by the County (Max. 5 points)	1	1	3	3	5	13				
	5A - Ability of team members to interface with the County (Max 5 points)	3	5	5	5	3	21				
		59	87	89	88	73		396			
	Ordinal Scores	9	7	9	2	4					
	Dropped Ordinal Scores			9	2				20	4	4
	Dropped Qualitative Scores	59		89				248			
	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
March 10, 2021
Miami-Dade Aviation Department

TABULATION SHEET

Facility Design Services
ISD PROJECT NO. A19-MDAD-02

		COMPETITIVE SELECTION COMMITTEE									
		Felix Pereira, MDAD	Ammad Riaz, MDAD	Augustin Durand, WASD	Carolina Alfonso, CUA	Vivian Galvez, WASD	SUB-TOTAL	TOTAL & ADJ. QUALITATIVE SCORE	TOTAL ADJ. ORDINAL SCORES	ORDINAL RANKING	FINAL RANK
16	HELLMUTH OBATA & KASSABAUM INC										
	1A - Qualification of firms including team members associated to the project (Max. 50 points)	30	46	46	40	40	202				
	2A - Knowledge and Past Experience of similar type projects (Max. 20 points)	15	18	17	17	7	74				
	3A - Past Performance of the Firms (Max. 20 points)	15	15	16	12	12	70				
	4A - Amount of Work Awarded and Paid by the County (Max. 5 points)	4	3	4	4	5	20				
	5A - Ability of team members to interface with the County (Max 5 points)	3	4	4	5	3	19				
		67	86	87	78	67		385			
	Ordinal Scores	7	8	19	13	13					
	Dropped Ordinal Scores	7		19					34	12	12
	Dropped Qualitative Scores	67		87				231			
	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										
17	WOLFBERG ALVAREZ & PARTNERS INC										
	1A - Qualification of firms including team members associated to the project (Max. 50 points)	25	45	48	45	40	203				
	2A - Knowledge and Past Experience of similar type projects (Max. 20 points)	15	17	18	18	7	75				
	3A - Past Performance of the Firms (Max. 20 points)	10	15	17	15	12	69				
	4A - Amount of Work Awarded and Paid by the County (Max. 5 points)	5	4	4	4	4	21				
	5A - Ability of team members to interface with the County (Max 5 points)	3	5	5	5	3	21				
		58	86	92	87	66		389			
	Ordinal Scores	11	11	4	4	14					
	Dropped Ordinal Scores			4		14			26	7	8
	Dropped Qualitative Scores	58		92				239			
	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										
18	R E CHISHOLM ARCHITECTS INC										
	1A - Qualification of firms including team members associated to the project (Max. 50 points)	15	44	46	42	42	189				
	2A - Knowledge and Past Experience of similar type projects (Max. 20 points)	10	16	17	17	12	72				
	3A - Past Performance of the Firms (Max. 20 points)	5	15	17	12	12	61				
	4A - Amount of Work Awarded and Paid by the County (Max. 5 points)	2	2	4	3	4	15				
	5A - Ability of team members to interface with the County (Max 5 points)	3	5	4	5	3	20				
		35	82	88	79	73		357			
	Ordinal Scores	14	15	16	11	5					
	Dropped Ordinal Scores			16		5			40	15	15
	Dropped Qualitative Scores	35		88				234			
	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										
19	RODRIGUEZ & QUIROGA ARCHITECTS CHARTERED										
	1A - Qualification of firms including team members associated to the project (Max. 50 points)	30	45	47	35	41	198				
	2A - Knowledge and Past Experience of similar type projects (Max. 20 points)	15	18	17	13	10	73				
	3A - Past Performance of the Firms (Max. 20 points)	15	16	15	12	12	70				
	4A - Amount of Work Awarded and Paid by the County (Max. 5 points)	2	2	4	3	3	14				
	5A - Ability of team members to interface with the County (Max 5 points)	3	5	5	5	3	21				
		65	86	88	68	69		376			
	Ordinal Scores	8	10	13	19	9					
	Dropped Ordinal Scores	8			19				32	10	10
	Dropped Qualitative Scores	65		88				223			
	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										
20	STANTEC CONSULTING SERVICES INC										
	1A - Qualification of firms including team members associated to the project (Max. 50 points)	45	46	49	44	43	227				
	2A - Knowledge and Past Experience of similar type projects (Max. 20 points)	18	18	18	15	9	78				
	3A - Past Performance of the Firms (Max. 20 points)	18	18	18	12	12	78				
	4A - Amount of Work Awarded and Paid by the County (Max. 5 points)	1	1	3	3	4	12				
	5A - Ability of team members to interface with the County (Max 5 points)	5	5	5	5	3	23				
		87	88	93	79	71		418			
	Ordinal Scores	5	5	1	10	6					
	Dropped Ordinal Scores			1	10				16	3	3
	Dropped Qualitative Scores			93		71		254			
	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										
21	RODRIGUEZ ARCHITECTS INC										
	1A - Qualification of firms including team members associated to the project (Max. 50 points)	15	42	48	25	38	168				
	2A - Knowledge and Past Experience of similar type projects (Max. 20 points)	10	15	18	10	4	57				
	3A - Past Performance of the Firms (Max. 20 points)	15	19	16	18	16	84				
	4A - Amount of Work Awarded and Paid by the County (Max. 5 points)	3	5	5	5	4	22				
	5A - Ability of team members to interface with the County (Max 5 points)	4	5	4	5	4	22				
		47	86	91	63	66		353			
	Ordinal Scores	13	12	5	20	15					
	Dropped Ordinal Scores			5	20				40	15	16
	Dropped Qualitative Scores	47		91				215			
	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										
22	CSA CENTRAL INC										
	1A - Qualification of firms including team members associated to the project (Max. 50 points)	10	40	47	44	41	182				
	2A - Knowledge and Past Experience of similar type projects (Max. 20 points)	5	14	16	17	6	58				
	3A - Past Performance of the Firms (Max. 20 points)	5	16	17	15	12	65				
	4A - Amount of Work Awarded and Paid by the County (Max. 5 points)	5	4	4	4	2	19				
	5A - Ability of team members to interface with the County (Max 5 points)	3	5	4	5	3	20				
		28	79	88	85	64		344			
	Ordinal Scores	15	20	14	6	18					
	Dropped Ordinal Scores		20		6				47	17	17
	Dropped Qualitative Scores	28		88				228			
	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

MEMORANDUM
(Revised)

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

DATE: January 19, 2022

FROM: Geri Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 8(A)(5)

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)(5)
1-19-22

RESOLUTION NO. R-23-22

RESOLUTION APPROVING PROFESSIONAL SERVICES AGREEMENT BETWEEN MIAMI-DADE COUNTY AND STANTEC CONSULTING SERVICES, INC. FOR FACILITY DESIGN SERVICES, CONTRACT NO. A19-MDAD-02C IN AN AMOUNT NOT TO EXCEED $5,513,750.00 FOR A TERM OF FIVE YEARS; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE THE AGREEMENT AND TO EXERCISE THE TERMINATION PROVISION 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 Stantec Consulting Services, Inc., for Facility Design Services, Contract No. A19-MDAD-02C, in an amount not to exceed $5,513,750.00 for a term of five years, 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 provision contained therein.

The foregoing resolution was offered by Commissioner **Sally A. Heyman**, who moved its adoption. The motion was seconded by Commissioner **Jean Monestime** 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 19th day of January, 2022. 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

Melissa Adames
By:_____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

David M. Murray

PROFESSIONAL SERVICES AGREEMENT FOR FACILITY DESIGN SERVICES FOR MIAMI-DADE AVIATION DEPARTMENT CONTRACT NO. A19-MDAD-02C

This AGREEMENT made as of the _____day of _____in the year 2021, 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: **Stantec Consulting Services Inc.**
370 Interlocken Boulevard, Suite 300
Broomfield, CO 80021

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

For the Project: **Facility Design Services**

This project is being processed under Section 2-285.2 of the Miami-Dade County Code entitled Miami-Dade Aviation Department (MDAD) Capital Improvements Acceleration Ordinance No. 19-122.

The scope of services to be provided by the A/E firm includes, but is not limited to, design and construction inspection services for renovations and improvements terminal-wide, outer buildings and new facilities including interior, tenant relocations, roofing and glazing work, miscellaneous code compliance, and aesthetics related improvements and project management services.

During the term of the two (2) Professional Service Agreements awarded for ISD Project No. A18-MDAD-01, the selected Prime firms under such Agreements will be precluded from participation in any team recommended for award for any capital improvement project (CIP) at any MDAD facility.

Subconsultants of the Prime firms awarded under ISD Project No. A18-MDAD-01 may compete to participate in a future CIP project, as a Prime or Subconsultant, if such project will not be managed by their respective team under ISD Project No. A18-MDAD-01.

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

PROFESSIONAL SERVICES AGREEMENT

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EXHIBIT 1 NOT USED

EXHIBIT 2 PRINCIPALS OF THE ARCHITECT/ENGINEER

EXHIBIT 3 CRITICAL PERSONNEL

EXHIBIT 4 DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION PROVISIONS, WORKSHEET, EXECUTED DBE UTILIZATION FORM/LETTER OF INTENT, EXECUTED CONTRACT PARTICIPATION FORM, AND BIDDER AND SUBCONTRACTOR INFORMATION

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, Reimbursable Expenses, 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.

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

1.15 DAYS: Reference made to Days shall mean consecutive calendar days.

1.16 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.

1.17 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.

1.18 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.

1.19 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.

1.20 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.

1.21 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. It is made a part of this Agreement by reference.

1.22 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.

1.23 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, design, production of drawings, specifications and related documents, Work Related Services and other services pertinent to the Project Elements.

1.24 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.

1.25 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.

1.26 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.

1.27 FIXED LUMP SUM: A basis for compensation of the Architect/Engineer for Services performed.

1.28 GREEN BUILDING CERTIFICATION INSTITUTE (GBCI): the designated organization responsible for administering the LEED certification program.

1.29 LEED (Leadership in Energy and Environmental Design): The United States Green Building Council (USGBC) created LEED as a rating system for green building practices.

1.30 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.

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

1.32 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.

1.33 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.

1.34 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.

1.35 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).

1.36 MULTIPLE OF DIRECT SALARIES: A basis for compensation of the Architect/Engineer for Services performed.

1.37 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.

1.38 PERIOD OF WORK RELATED SERVICES: Services beginning on the date established in the Notice to Proceed for commencement of the Work through the time allowed for substantial completion of the Work contained in the Contract Documents.

1.39 PHASE: The portion of the Basic Services that shall be accomplished by the Architect/Engineer for each of the Project's elements or, to the extent authorized by Service Order a portion or combination thereof as described in the article "Basic Services" herein:

Phase 1A - Program Verification

Phase 1B	-	Schematic Design
Phase 2	-	Design Development
Phase 3A	-	30% Contract Documents
Phase 3B	-	75% Contract Documents
Phase 3C	-	100% Contract Documents
Phase 3D	-	Bid Documents
Phase 4	-	Bidding & Award of Contract
Phase 5	-	Work Related Services

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 PROBABLE CONSTRUCTION COST: The latest approved written estimate of Construction Cost to the midpoint of construction broken down by the 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.

1.42 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.

1.43 PROGRAM: The initial description of a Project that comprises line drawings, narrative, cost estimates, Project Budget, etc., provided by the Owner in the form of a Project Definition Book and furnished to the Architect/Engineer.

1.44 PROJECT: Project Elements and components of the Project Elements and Services as set forth this Agreement and authorized by Service Order (s).

1.45 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.

1.46 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.

1.47 PROJECT MANAGER (PM): Individual designated by the Director to represent the Owner during the design and construction of the Project.

1.48 PROLONGED PERIOD OF WORK RELATED SERVICES: The period from the original completion date of the construction Contract 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.

1.49 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.

1.50 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.

1.51 REIMBURSABLE EXPENSES: Those expenses delineated in Article 6 "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.

1.52 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.

1.53 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.

1.54 SERVICE ORDER: A written order (consecutively numbered for reference and control purposes) initiated by the Project Manager in accordance with this Agreement, and countersigned by the Director and by the 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.

1.55 SERVICES: All services, work and actions by the Architect/Engineer performed pursuant to or undertaken under this Agreement.

1.56 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.

1.57 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 shall 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.

1.58 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.

1.59 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.

1.60 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.

1.61 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.

1.62 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.

1.63 WORK-RELATED SERVICES: Those portions of the Services comprising Phase 5 of the Basic Services that the Architect/Engineer shall perform in accordance with the terms of this Agreement when directed and authorized by a Service Order.

1.64 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.

1.65 WORK-SITE SERVICES: Those optional portions of the Services, beyond the requirements of Work-Related Services, involving the providing of on-site resident services, that the A/E 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.

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 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. MDAD shall approve any destructive measures that may be necessary, Survey information shall be spot checked to the extent the Architect/Engineer has satisfied itself as to the reliability of the information. Notwithstanding the foregoing if existing conditions materially differ from information furnished by Owner and such variation could not have reasonably been verified by Architect/Engineer, then Architect/Engineer shall have no responsibility for any costs or expense incurred by Owner as a result of the differing conditions. In addition, if the Architect/Engineer is required to make changes to the Architect/Engineer's Deliverables as a result of such material difference, the Owner shall compensate the Architect/Engineer for such services as an Additional Service.

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. Professional Liability Insurance (Errors and Omissions), in an amount not less than $1,000,000 per claim with the deductible per claim, if any, not to exceed 10% of the limit of coverage. This insurance shall be maintained for one year after the 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 is 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 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 any and all documents resulting from Services rendered up to the termination

and may complete them, by contracting with other architect(s), engineer(s) or otherwise, and in such event, the 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. Architect/Engineer shall not be responsible for errors or omissions in documents which are incomplete as a result of an early termination under this Agreement. 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.

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. If applicable, 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 Section 2-10.4.01(5) of the Code, and Administrative Order (A.O.) 3-39 may result in the imposition of one or more of the sanctions listed in the Code and the A.O. respectively.

3.9 INTENT OF AGREEMENT:

3.9.1 The intent of the Agreement is for the Architect/Engineer to provide design services, and 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. The Architect/Engineer shall perform, as Basic Services, such incidental work, which may not be specifically referenced, as necessary to complete the Project.

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 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.

3.13 OWNERSHIP OF DOCUMENTS AND COPYRIGHTS:

3.13.1 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.

3.13.2 The Architect/Engineer is permitted to reproduce copyrighted material described above subject to written approval from the Owner.

3.13.3 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.

3.13.4 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.

3.13.5 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.

3.14 LAWS AND REGULATIONS:

3.14.1 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.

3.14.2 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.

3.14.3 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.

3.14.4 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.

3.14.5 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 current Federal Income Tax Return

3.14.6 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:

3.14.6,1 Each employee of the consultant and subconsultant(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.

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

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

3.14.6.4 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.

3.15 CORRECTIONS TO CONTRACT DOCUMENTS: The Architect/Engineer shall prepare, without added compensation, all necessary supplemental documents to correct errors, omissions, and/or ambiguities that may exist in the Contract Document prepared by the Architect/Engineer including the documents prepared by its sub-consultants. Compliance with this Article shall not be construed to relieve the Architect/Engineer from any liability resulting from any such errors, omissions, and/or ambiguities in the Contract Documents and other documents or Services related thereto.

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 to 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 Subconsultants, 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 Subconsultant) 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 Subconsultant 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 Subconsultants, 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 Subconsultants, 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 the 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. 744-00, the Architect/Engineer shall identify in Exhibit 3, 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 has 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 Subconsultants), 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 pursuant to the Standard of Care. 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 Subconsultants to comply with the terms and conditions of the Agreement or by the Architect/Engineer's or Subconsultants' 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 Subconsultants and in approving and accepting such work to ensure the professional quality, completeness, and coordination of Subconsultant's work.

3.21.2 In addition to all other rights and remedies that the Owner may have, the Architect/Engineer shall, at its expense, re-perform the services to correct any deficiencies that result from the Architect/Engineer's failure to perform in accordance with the above standards. The Architect/Engineer shall also be liable for the cost of replacement or repair of any defective materials and equipment and re-performance of any non-conforming construction services resulting from such deficient Architect/Engineer services for a period from the commencement of this Agreement until twelve (12) months following final acceptance of the Work or for the period of design liability required by applicable law.

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

3.21.4 Upon Owner's notification of deficient or defective work stemming from the Architect/Engineer's services, the Architect/Engineer shall have fourteen (14) days to respond to the Owner's claim. The Owner shall implement its procedure for administrative review of the claim with notification to the Architect/Engineer of the findings from that review. Upon notification, the Architect/Engineer shall have fourteen (14) days to request reconsideration of the findings.

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.

3.26ETHICS 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 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 as required by Chapter 287, Florida Statutes.

3.28SUSTAINABLE BUILDINGS PROGRAM: Pursuant to Implementing Order 8-8, design of this project shall meet the standards delineated in Article 9.

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 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, shall receive accelerated depreciation benefits as a "Designer" for the purposes of Section 179D of the Code or that A/E shall otherwise benefit financially from the monetization of the accelerated depreciation benefit, A/E 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 the A/E 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 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 the [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 ACCESS TO PUBLIC RECORDS: The A/E 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 A/E 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 A/E 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.

3.34 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

BASIC SERVICES

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 8.2.3.1.1, Job Classifications and Maximum Raw Rates. 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 8.2.3.1.1, 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 BASIC SERVICES SCHEDULE AND SUMMARY: The Architect/Engineer agrees to furnish or cause to be furnished to the extent authorized by Service Order all architectural and engineering professional services, as further specified below, designated as Basic Services, in the Phases delineated and described herein unless modified by the Service Order, for the design, Work Related Services, and satisfactory completion of the Project described in a Project Definition Book or as may otherwise be described in the Special Provisions of this Agreement. The Architect/Engineer shall be responsible for correction of any errors, omissions, and/or ambiguities, as determined by the Owner/Project Manager, resulting from the Services.

Upon receipt by the Architect/Engineer of a Service Order to proceed with Phase I services, the Architect/Engineer shall prepare and submit to the Owner, for its review and approval, a DSCMP for the first three Phases of the Project that conforms to the Project and Phase durations contained in the schedule in the Special Provisions.

The Architect/Engineer is firmly obligated to complete the services in accordance with the approved DSCMP, and shall furnish sufficient personnel, equipment, and facilities and shall work such hours as necessary to assure such completion. It is understood that Architect/Engineer shall not be responsible for delays of others not under its or its subconsultant's direct control. The Architect/Engineer shall meet once per month with the Project Manager to review the Architect/Engineer prepared DSCMP, which will establish the basis of payment and the actions necessary to correct schedule deficiencies. The Architect/Engineer may request modifications to the DSCMP by submitting a written request to modify with supporting justification. It shall be at the Owner's sole discretion whether to grant such a modification.

4.2.1 The Architect/Engineer shall furnish or cause to be furnished all professional design services prescribed in the Special Provisions of this Agreement and all other services normally required for airport projects of this type.

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

4.2.3 The Architect/Engineer shall design interim/temporary facilities included in the Project Budget with the necessary associated facilities to accommodate operations, pedestrian and/or vehicular traffic, tenants or concessionaires, as needed during construction.

4.2.4 It shall be the responsibility of the Architect/Engineer to follow and be responsive to the technical and schedule guidance and oversight furnished by the Project Manager.

4.2.5 All services performed during Phases 1A through 3D of the Basic Services shall comply with and be in conformance with the Deliverables Requirements Manual and the Design Guidelines Manual. In addition, the Project shall be designed so as to be able to achieve the LEED category stipulated in Article 9.

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

4.2.6 Throughout all Phases of the Basic Services, the Architect/Engineer shall coordinate its Services with other Owner provided consultants.

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

4.2.8 For Phases 1A through 3D of the Basic Services, the Architect/Engineer shall submit estimates of Probable Construction Cost, as described in the Definitions. The estimates are to be prepared by a Professional Construction Estimator. Compensation to the Professional Construction Estimator shall be the sole responsibility of the Architect/Engineer and shall be considered part of the Architect/Engineer's compensation for Basic Services. As part of its Probable Construction Cost, the Architect/Engineer shall assist the Owner in identifying Project Elements that are eligible for Federal/State grant-in-aid participation. The Architect/Engineer shall assist in reviewing applications prepared by the Owner and the Project Manager. If meetings with grant agencies are required, attendance at such meetings will be compensated by the Owner as Additional Services.

4.2.9 To the extent authorized by Service Order, submittals for Phases 2 through 3C shall include a "Project LEED points estimate" and narrative, as appropriate,

describing the materials, actions, and systems being incorporated in the Project to attain the stated LEED certification category.

4.2.10 Throughout all Phases of the Basic Services, all drawings shall be produced electronically using AUTOCAD software which shall be within two (2) years of the latest release. The A/E must submit all original working drawings in an electronic vector format with an AUTOCAD drawing extension ".dwg". Within the drawing, all external reference files must be bound into one file that represents each of the drawings (hardcopy/prints) in the construction document set. With each submittal, all supporting electronic files, such as images, fonts and line types, shall be included with the drawings. All drawings must comply with and use a layering format adopted by the Owner and referred to as the Technical Support Facility Management Layering system.

The Owner retains all rights to further use of all electronic drawings as well as blocks, linotypes, layering convention and any other information contained in the electronic drawings that are needed to reproduce the drawings in the construction document set. If another software package is used to produce the drawings, the A/E is responsible for the conversion to an AUTOCAD format as stated above and must fix any anomalies in the electronic drawing before submitting the electronic drawings and submit all drawings utilizing the Owner's drawing layer scheme. This information can be obtained through MDAD Technical Support.

4.2.11 The Architect/Engineer shall submit hard and electronic format, as specified herein or otherwise by the Owner, copies of all documents required under each Phase for review, comments, and approval by the Owner. The number of copies and the distribution of those copies shall be specified in the Service Order for each Phase.

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

4.2.12 At the end of Phases 1B, 2 and 3C the Architect/Engineer shall, through the Project Manager, schedule a review(s) of all plans and programs with the user representatives of the Owner.

4.2.13 Recognizing that the construction of other projects at the Airport may affect scheduling of the construction for each Project Element or components thereof, the Architect/Engineer shall diligently coordinate the performance of the Services with the Owner and its designees in order to provide for the safe, expeditious, economical, and efficient completion of the Project, without negatively impacting concurrent work by others or the airport operations.

4.2.14 To the extent authorized by Service Order, a formal Value Analysis/Engineering study will be conducted at the end of Basic Services Phase 2. The A/E shall assist as directed by the Project Manager in the VA/E process.

4.2.15 The Architect/Engineer shall have a written design quality management program related to Construction Contract Document preparation and Work Related Services that details the methods and procedures that will be taken to assure that all services required by this Agreement conform to the required professional quality, technical accuracy, completeness, performance, and coordination of all work under the Agreement (including the work performed by Subconsultants). Such program shall be submitted to the Owner within seven (7) days after the Owner issues the first Service Order under this Agreement. The Architect/Engineer shall make all adjustments to the program deemed necessary by the Owner. The design quality management program, as adjusted, shall be implemented throughout the entire design and construction process.

4.2.16 The Architect/Engineer's Probable Construction Cost (including construction contingency allowance), broken down by specification sections or unit prices, shall include any adjustments necessary for projected award dates, changes in requirements, or general market conditions. Service Orders to proceed with Phases 3A, 3B and 3C may not be issued if the Probable Construction Cost, as submitted by the Architect/Engineer at Phases 2, 3A and 3B, respectively, exceeds the total Owner allocated funds for the construction of the Project. No further progress payment shall be made should the Probable Construction Cost in any Phase exceed the Budget, until an alternate design is provided at no additional compensation, to bring the cost within the Project Budget limitations.

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

4.2.18 For Phases 3A through 3D, the Architect/Engineer shall prepare and include plans for the Contractor's/Field Representative's construction trailer. The plans shall show as a minimum the location of the trailer(s), parking, access, and temporary utility connections for the trailer(s) required during the performance of the Work by the Contractor.

4.2.19 Commissioning Plans: To the extent authorized by Service Order, the Architect/Engineer shall develop a commissioning plan in conformance with the current edition of the "MDAD Construction Contracts General and Legal Provisions and Division 1/Commissioning for Facilities Projects" and the Design Guidelines Manual.

4.3 PHASES 1A AND 1B - PROGRAM VERIFICATION AND PREPARATION OF SCHEMATIC DESIGN DOCUMENTS

4.3.1 Phase 1A - Program Verification: Based upon the Program drawings, preliminary budget, and Design Guidelines furnished to the Architect/Engineer by the Owner, a Service Order may be issued to the Architect/Engineer to verify the accuracy and adequacy of all available information for the Project. Such verification shall include but not be limited to the following areas:

4.3.1.1 Program: The Architect/Engineer shall examine the Project Book including Program Drawings furnished and other information provided by the Owner and shall confirm user requirements and determine requirements for additional studies, verify the physical/spatial characteristics of the Project, the completeness of the Program, and their adherence to the Design Guidelines Manual.

4.3.1.2 Record Drawings: The Architect/Engineer shall examine, and verify all as-built conditions as to their completeness and accuracy as depicted on the Record Drawings furnished by the Owner.

4.3.1.3 Project Budget: The Architect/Engineer shall examine in detail, the estimated construction costs furnished by the Owner. Should this cost verification reveal serious discrepancies and/or deficiencies which would impact the Project and its subsequent stages of development, the Architect/Engineer shall inform the Owner in writing as to the adequacy of the funds required to complete the Project through the construction phase.

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

4.3.1.5 Surveys: The Architect/Engineer shall verify the survey information provided by the Owner, and incorporate such information into the design. The Architect/Engineer shall be responsible for obtaining any additional survey information that is required for the completion of the project and was not provided by the Owner.

4.3.1.6 Soil Investigations: To the extent authorized by Service Order, the Architect/Engineer shall prepare a soils investigation plan for use in determining soil characteristics required for proper design of the Project Elements included herein. The plan shall show the number, spacing and depth of borings required and shall specify such other tests and investigations as may be necessary to provide information prerequisite to the Project's design. The Architect/Engineer shall specify, locate and coordinate the specific borings and tests to be performed by others and shall interpret the results for application to the Project.

4.3.1.7 Discrepancies between Existing Conditions and Depicted Conditions: Any discrepancies between the actual, existing conditions and conditions depicted on drawings or other information provided by the Owner shall be noted by the Architect/Engineer. The actual, existing conditions shall then be incorporated into the Contract Documents. The Owner shall be informed, in writing, of any discrepancy between actual, and drawings.

4.3.1.8 Deficiencies of Information: The Architect/Engineer shall inform the Owner in writing of any deficiencies, other than discrepancies from actual, existing conditions found during verification, in the as-built conditions, utility information, survey information and/or soils investigation which are deemed necessary to provide a satisfactory basis on which to perform the Basic Services. Upon agreement of the deficiencies by the Owner, the Owner may then issue a Service Order directing the Architect/Engineer to perform the necessary investigations and develop the required additional information as Additional Services.

At its option, the Owner may direct a geotechnical engineering company, an independent engineering testing laboratory, a survey company, or other firm(s) under contract with the Owner to provide the necessary services for the Architect/Engineer. The Architect/Engineer shall be responsible for verification of the validity, interpretation, coordination, application, and use of all supplemental information, signed and sealed, provided by any such independent consultant.

4.3.1.9 Art in Public Places: To the extent authorized by Service Order, the Architect/Engineer shall, prior to preliminary design, initiate contact and confer with the Art in Public Places Representative for review of applicability of an art component to the Project. Should Art in Public Places Department determine that the installation of an art component is applicable to this Project based on the provisions of County Code Section 2.11.15 and should it decide to pursue said installation, the Architect/Engineer shall further confer with the Art in Public Places Representative to develop a concept for art appropriate to the Project, and with the Art in Public Places Professional Advisory Committee as to the type(s) of art, location(s), and possible artist(s). The Director of Art in Public Places shall approve the final concept and location. The final choice of the artist(s) will be made by the Art in Public Places Trust, upon recommendation of the Art in Public Places Professional Advisory Committee. As part of its Master Plan, Art in Public Places encourages and will give preference to collaborative projects between the artist(s) and the Architect/Engineer to promote the integration of art work and site. Such collaborative efforts shall include the active involvement of both the Architect/Engineer and the artist(s) during Design Development of the Project. In consultation with the artist(s) and Art in Public Places, the Architect/Engineer shall make all the necessary provisions and coordinate the development and incorporation of artwork(s) details and/or

specifications in the Contract Documents for the Project. The Architect/Engineer shall coordinate the installation of necessary anchorages, special lighting, or plumbing or other utility or installation and connections as required for the proper installation of the art work in accordance with the artist's concept(s). The Architect/Engineer shall provide, without added compensation, technical support including but not limited to assisting the artist(s) in the development of preliminary and final construction cost estimates for infrastructure work necessary to support the art work to the extent that it is included in the Contract, construction procedures/approach, typical sections, profiles and details, structural support and utility connection systems (including structural anchorage details as may be required), technical specifications, submittals and shop drawing requirements (including review and approvals) for all ancillary facilities in connection with the installation of the artwork. The Architect/Engineer shall coordinate the installation of the artwork with the artist(s) and the Contractor during construction and shall assist the artist(s) and Art in Public Places in the resolution of issues pertaining to coordination. The Architect/Engineer shall inspect, along with the artist(s) and the Art in Public Places Representative, the completed installation(s) by the Contractor for compliance with the Contract Documents.

4.3.2 Phase 1B - Preparation of Schematic Design Documents: Upon the written confirmation from the Architect/Engineer that all elements of the Project have been identified and the Owner's cost estimates have been verified, the Owner may issue a Service Order to prepare the Schematic Design Documents.

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

4.3.2.1 Site Plan: A site plan(s) of the Project, at a scale to be specified by the Owner, showing the Project Elements, existing facilities, and proposed projects pertinent to or interfacing with other projects and with the remainder of the Basic Services under this Agreement.

4.3.2.2 Schematic Design Studies: The Schematic Design studies shall consist of all plans, elevations, sections, perspectives, etc., as required to show the scale and relationship of the design concept to surrounding facilities and other Project Elements plus a narrative report, setting forth in appropriate detail, the criteria to be used in preparing the Contract Documents for the Project Elements and identifying all major equipment and systems required, including alternative items as appropriate, and Work Sequencing Schedules. Design areas and elements beneficial to attaining the required LEED certification category shall be identified and quantified.

These Schematic Design studies are preliminary in nature and scope. They shall be further defined, and amplifying details shall be developed, by the Architect/Engineer during subsequent Phases of the Basic Services.

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

4.3.2.3 Drainage: To the extent authorized by Service Order, the Architect/Engineer shall prepare a preliminary drainage plan showing the direction and quantities of flows to each drain. The Schematic Design narrative report shall provide drainage calculations in sufficient detail to give assurance that the Project can be used under the approved design storm conditions.

4.3.2.4 Barricades, Signing, Marking and Lighting: The Architect/Engineer shall prepare, as necessary, a preliminary maintenance of traffic plan, construction operations safety plan, and a security plan which show how the Work can be accomplished within operational constraints. The safety plan shall be prepared as part of the Project documents in conformance with the FAA Advisory circulars and the MDAD Airside Operations Procedures (where applicable). It shall delineate the nature, extent, and location of site access, required temporary barricading, signing, marking, and lighting for the Aircraft Operation Areas and Landside work areas for the Project. The safety plan shall also be coordinated with appropriate Owner staff.

4.3.2.5 Work Sequence and Staging Plan**:** The Architect/Engineer shall develop a Work Staging Plan to avoid adverse impacts on existing airport and aircraft operations and shall advise the Owner in writing of the remaining adverse

impacts, if any, and estimated increase in Project costs that would result from such staging plan. The Architect/Engineer shall develop a Work Sequencing Schedule showing the sequence of the construction and the relative time frame within the overall construction period. Alternative plan(s) and associated cost(s) shall also be developed and submitted, along with an analysis by the Architect/Engineer of pertinent factors and relative merits of each plan, even if such alternative plan(s) would adversely impact airport and aircraft operations. The decision as to which plan to use will be made by the Owner, and the Architect/Engineer will be informed of such decision in writing.

4.3.2.6 Outline Specification: The Architect/Engineer shall prepare an outline specification which will describe the architectural and engineering requirements, earthwork, utility adjustments and relocations, bridge substructure, superstructure, drainage, foundations, mechanical, electrical, utilities, lighting, signalization, signage, markings, external finishes, painting, security systems, fire protection systems, plumbing, and other incidental and special equipment being proposed for the Project, all of which will be considerations in the cost estimate.

4.3.2.7 Probable Construction Cost: The Architect/Engineer shall submit a Probable Construction Cost of the Project. The Probable Construction Cost shall include the estimated costs of constructed or acquired facilities and improvements in such detail as required by the Owner including each class of equipment, operational systems, and any other direct costs that may be included in the Project by the Owner pursuant to this Agreement. No further progress payment shall be made should the Probable Construction Cost in any phase exceed the Budget, until an alternate design is provided at no additional compensation, to bring the cost within the Project Budget limitations.

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

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

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

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

4.4 PHASE 2 - DESIGN DEVELOPMENT

4.4.1 Upon receipt from the Owner of a Service Order for Phase 2 Basic Services, the Architect/Engineer shall prepare Design Development documents from the approved Schematic Design documents developed in the performance of the Phase 1B Basic Services. Phase 2 Basic Services shall produce the submittals as more fully detailed in the Professional Services Deliverables. The Design Development documents shall consist of Drawings, Outline Specifications, Work Sequencing Schedules, and other documents as may be necessary to fix and describe the size and character of the systems and components to be included in the Project. The systems, components, and associated controls shall integrate with and be of like character to those typically found in similar projects unless otherwise specifically approved by the Owner in writing. All plans and programs developed during Phase 1B for interim locations or routings, or for the staging and sequencing of Work shall be refined and updated as applicable. Should the need for additional plans and/or programs become apparent during the course of the performance of the Phase 2 Basic Services, such additional plans and programs shall be prepared and included in the Design Development documents.

4.4.2 Unless otherwise stipulated in the Special Provisions, it is the Owner's intent to bid the Project in one (1) package. The Owner, though, reserves the right to direct that the Project be divided into as many contracts as required by operational constraints, tenant or lessees needs, adjacent project scheduling, or other reasons as determined by the Owner. If the Owner requires the Project to be broken into more bid packages than specified herein, the additional work to accomplish this will be compensated to the Architect/Engineer as Additional Services.

4.4.3 Upon receipt from the Owner of a Service Order, the Architect/Engineer shall participate in a Value Analysis (VA), including Life Cycle Cost Analysis, lasting

approximately seven (7) days. The Architect/Engineer will provide documents, make an opening presentation relative to the contents of those documents, respond to questions posed. Recommendations agreed to and required by the Owner will be incorporated by the Architect/Engineer into the Phase 2 Services.

In performing the VA, the A/E will be mindful of the required LEED certification level, and the A/E shall address the benefits and drawbacks of any proposed system, item, or element to be the basis of the LEED certification, and shall be knowledgeable of alternatives available in order to ensure the attainment of that certification.

4.4.4 The Architect/Engineer shall submit all documents required under Phase 2 Design Development for review and comments by the Owner. The Design Development documents submitted shall also include updates to the Phase 1B Project Probable Construction Cost. These updates shall be based upon the approved size and character of the components of the Project Elements and the incorporation of the Owner approved recommendations of the Value Analysis. If the Phase 2 Probable Construction Cost indicates that the Project cost shall be more than the approved Phase 1B Probable Construction, no further progress payment will be made until an alternate design is provided, at no additional compensation, to bring the cost within the Project Budget limitations. The Owner may direct the Architect/Engineer to modify, without additional compensation, the Design Development documents to bring the Phase 2 Probable Construction Cost within or below the approved Phase 1B Probable Construction Cost. The Architect/Engineer shall not proceed with the following Phase 3A - 30% Contract Documents until appropriate written approvals and comments on the deliverables for Phase 2 and a Service Order for the Phase 3A Basic Services are received from the Owner. All comments shall be addressed in Phase 3A. The Architect/Engineer understands that such approvals, comments, and Service Order may be received individually and at different times.

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

4.4.6 The Architect/Engineer shall also, to the extent applicable based on refinements and amplifications effected during the Design Development phase, review pertinent documents with the agencies having permitting or other approval authority with respect to the Project, including those agencies previously

consulted in Phases 1A and 1B above, to obtain the reviews of such agencies. The Architect/Engineer shall report in writing the findings of such reviews with said agencies and provide recommendations for approval by the Owner relative to such findings for implementation by the Architect/Engineer in Phase 2 Basic Services.

4.5 PHASES 3A, 3B & 3C - CONTRACT DOCUMENTS

4.5.1 Phase 3A, 30% Complete Contract Documents

4.5.1.1 Upon receipt of a Service Order for Phase 3A Basic Services, the Architect/Engineer shall prepare the 30% Contract Documents from the approved Design Development documents developed in the performance of the Phase 2 Basic Services. Phase 3A Basic Services shall produce the submittals as more fully detailed in the Deliverables Requirements Manual.

4.5.1.2 To the extent authorized by Service Order, the Architect/Engineer shall prepare a preliminary Storm Water Pollution Prevention Plan (SWPPP) in accordance with the National Pollution Discharge Elimination System (NPDES) storm water discharge regulations under the Clean Water Act Amendments of 1987.

The Architect/Engineer shall comply with the current "NPDES General Permits for Storm Water Discharge From Construction Sites", for storm water rules, regulations, and project eligibility, and shall prepare a SWPPP for the Project using all applicable Environmental Protection Agency (EPA) and local agency regulations.

The Architect/Engineer may refer to the MDAD SWPPP guidance manual for information on preparing an individual SWPPP for Owner approval and Contractor implementation.

4.5.1.3 Using the documents prepared under this Article, the Architect/Engineer shall submit for review the necessary portions of the Contract Documents to the authorities, including but not limited to, County, State, and/or Federal, having jurisdiction over the Project by law or contract with the County.

4.5.1.4 The Architect/Engineer shall submit all documents required under Phase 3A - 30% Contract Documents for review and comments by the Owner. The 30% Contract Documents submittal shall apply to all applicable disciplines including, but not limited to, architectural, structural, mechanical/HVAC/plumbing/fire protection, electrical, and civil. The 30% Contract Documents submittal shall include CSI Divisions 1 through 16. The 30% Contract Documents submitted shall also include updates to the Phase 2 Project Probable Construction Cost. These updates shall be

based upon the approved size and character of the components of the Project Elements as developed in the approved Phase 2 Design Development. If the Phase 3A Probable Construction Cost is higher than the Phase 2 Probable Construction Cost, no further progress payment will be made until the Architect/Engineer provides an alternate design. The Owner may direct the Architect/Engineer to modify, without additional compensation, the 30% Contract Documents to bring the Phase 3A Probable Construction Cost within or below the approved Phase 2 Probable Construction Cost. The Architect/Engineer shall not proceed with the following Phase 3B - 75% Contract Documents until appropriate written approvals and comments on the deliverables for Phase 3A and a Service Order for Phase 3B Basic Services are received from the Owner. All comments shall be addressed in Phase 3B. The Architect/Engineer understands that such approvals, comments, and Service Order may be received individually and at different times. For LEED certified projects, the Architect/Engineer shall prepare and include drawings and specifications of each discipline identifying the specific elements that will qualify for LEED points, as well as the LEED point estimate. Specific areas, items, and elements that contribute to the Owner-required LEED category shall be listed, keyed, or otherwise highlighted for review purposes.

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

4.5.2 Phase 3B, 75% Complete Contract Documents

4.5.2.1 Upon receipt of a Service Order for Basic Services Phase 3B, the Architect/Engineer shall prepare the 75% Contract Documents from the approved 30% Contract Documents developed in the performance of the Phase 3A Basic Services. Phase 3B Basic Services shall produce the submittals as more fully detailed in the Deliverables Requirements Manual.

4.5.2.2 Using the documents prepared under this Article, the Architect/Engineer shall submit for review the necessary portions of the Contract Documents to the authorities including, but not limited to, County, State, and/or Federal, having jurisdiction over the Project by law or contract with the County. Said documents shall be sufficient to be permitted as applicable by such authorities The Architect/Engineer shall assist the Owner in

coordinating with the Building Department to facilitate permit approval prior to approval by the Owner of the 100% complete Review Set and printing of the Contract Documents

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

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

4.5.2.5 The Architect/Engineer shall submit all documents required under Phase 3B - 75% Contract Documents for review and comments by the Owner. The 75% Contract Documents submittal shall apply to all applicable disciplines including, but not limited to, architectural, structural, mechanical/HVAC/plumbing/fire protection, electrical, and civil. The 75% Contract Documents submittal shall include CSI Divisions 1 through 16. The 75% Contract Documents submitted shall also include updates to the Phase 3A Project Probable Construction Cost. These updates shall be based upon the approved size and character of the components of the Project Elements as developed in the approved Phase 3A - 30% Contract Documents. If the Phase 3B Probable Construction Cost indicates that the Project cost shall be more than the approved Phase 3A Probable Construction Cost, the Architect/Engineer shall provide an alternate design, without additional compensation and without changing the scope of the Project, to bring the Phase 3B Probable Construction Cost within or below the approved Phase 3A Probable Construction Cost. For LEED certified projects, the Architect/Engineer shall prepare and include drawings of each discipline identifying the specific elements that will qualify for LEED points. Specific areas, items, and elements that contribute to the Owner-required LEED level shall be listed, keyed, or otherwise highlighted for review purposes.

4.5.2.6 To the extent authorized by Service Order, the Architect/Engineer shall participate in a follow up VA/Life Cycle study/critique/constructability after submission of 75% Construction Documents. Participation shall be as necessary to assure that the Owner approved recommendations from the Phase 2 VA have been incorporated and that any additional recommendations from this Phase 3B VA are fully understood and will be incorporated into the Contract Documents.

4.5.2.7 After review by the Owner, the Architect/Engineer shall resolve all questions and have all revisions made to its documents as required by the Owner. The Architect/Engineer shall prepare a 75% complete Review Set. The 75% Review Set shall be returned to the Owner with a consolidated cost and schedule breakdown by construction trade that will permit the Miami-Dade County Department of Business Development to readily develop contract measures in the bidding documents. The Architect/Engineer shall not proceed with the following Phase 3C - 100% Contract Documents until appropriate written approvals and comments on the deliverables for Phase 3B and a Service Order for Phase 3C Basic Services are received from the Owner. All comments shall be addressed in Phase 3C. The Architect/Engineer understands that such approvals, comments, and Service Order may be received individually and at different times.

4.5.3 Phase 3C, 100% Complete Contract Documents

4.5.3.1 Upon receipt of a Service Order for Phase 3C, the Architect/Engineer shall proceed with Basic Services Phase 3C - 100% Contract Documents. The Architect/Engineer shall prepare the 100% Contract Documents from the approved 75% Contract Documents developed in the performance of the Phase 3B Basic Services. Phase 3C Basic Services shall produce the submittals as more fully detailed in the Deliverables Requirements Manual.

1. The Architect/Engineer shall submit all documents required under Phase 3C - 100% Contract Documents for review and comments by the Owner. The 100% Contract Documents submittal shall apply to all applicable disciplines including, but not limited to, architectural, structural, mechanical/HVAC/plumbing/fire protection, electrical, and civil. The 100% Contract Documents submittal shall include CSI Divisions 1 through 16 and MDAD Division 0. The 100% Contract Documents submitted shall also include updates to the Phase 3B Project Probable Construction Cost. These updates shall be based upon the approved size and character of the components of the Project Elements as developed in the approved Phase 3B - 75% Contract Documents. If the Phase 3C Probable Construction Cost indicates that the Project cost shall be more than the approved Phase 3B Probable Construction Cost, no further progress payment will be made until the Architect/Engineer provides an alternate design the Architect/Engineer shall, without additional compensation and without changing the scope of the Project, provide an alternate design to bring the Phase 3C Probable Construction Cost within or below the approved Phase 3B Probable Construction Cost. The Owner may direct the Architect/Engineer to modify, without additional compensation, the 100% Contract Documents to bring the Phase 3C Probable Construction Cost within or below the approved Phase 3B Probable Construction Cost. The Architect/Engineer shall not

proceed with the following Phase 3D Bid Documents until appropriate written approvals and comments on the deliverables for Phase 3C and a Service Order for Phase 3D Basic Services are received from the Owner. All comments shall be addressed in Phase 3D. The Architect/Engineer understands that such approvals, comments and Service Order may be received individually and at different times. For LEED certified projects, the Architect/Engineer shall prepare and include drawings of each discipline identifying the specific elements for LEED points that are required by the technical specifications to meet the necessary criteria. The Project LEED points estimate shall be updated to reflect the Project's Phase 3B refinements to meet or exceed the top three (3) points in the specified LEED certification category.

4.6 PHASE 3D, BID DOCUMENTS

4.6.1 After review by the Owner of the 100% Contract Documents, the Architect/Engineer shall respond to all comments in writing within seven (7) calendar days after receipt of the comments from the Owner, acknowledging acceptance of the comments(s) which will be incorporated into the documents during Phase 3D, and identifying the rejection of those comments not to be incorporated as approved by the Owner.

4.6.1.1 The Architect/Engineer shall assemble and submit a consolidated set of 100% Contract Documents for back-check by the Owner. This set will reflect the revisions required after the 100% review by the Owner.

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

4.6.2 Upon final approval of the back-checked Phase 3C - 100% Contract Documents by the Owner and the receipt of a Service Order, the Architect/Engineer shall prepare the Advertisements for Bids, the Bid Forms, and finalize the Contract Documents to a condition suitable for final printing and distribution to prospective bidders. These 100% complete Contract Documents shall be submitted to the Owner for approval.

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

4.7 PHASE 4 - BIDDING AND AWARD OF CONTRACT

4.7.1 Upon approval of the 100% complete Contract Documents and the issuance of a Service Order by the Owner for the Phase 4 Basic Services, the Architect/Engineer shall furnish the number of bound sets of the 100% complete Contract Documents

(Plans and Project Manuals) as specified in the Service Order for bidding purposes, prior to advertising, or as may otherwise be directed by the Owner by the Service Order. The Architect/Engineer shall assist the Owner in obtaining bids, responding in writing to Bidders' inquiries, preparation and issuance of addenda, evaluation of the Bids and Bidders, and the awarding of a Contract(s) for all or a portion of the Work that was bid pursuant to the Contract Documents. The Architect/Engineer shall also participate in pre-bid conference(s) and attend the Bid opening.

4.7.2 The Architect/Engineer shall distribute the Contract Documents to prospective Bidders and to other agencies as required by the Owner, in accordance with current Owner bidding procedures, as such procedures may be amended from time to time. Delivery cost to Bidders shall be paid by the Bidders.

4.7.3 The Architect/Engineer shall, with prior approval and authorization by the Owner, develop, print, and distribute addenda and responses to bidder's inquiries.

4.7.4 The Architect/Engineer shall: prepare three (3) sets of Contract Documents in hardcopy format, and two (2) sets in a commercially available software, editable electronic format (CD's, DVD's), conformed with Addenda (if any) pasted or included therein for use by the Owner; prepare a tabulation of bids received; analyze the bids; and make an initial recommendation of award. The award of the Contract will be at the sole discretion of the Owner. Such action by the Owner shall not relieve the Architect/Engineer from any responsibility under this Agreement.

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

1. Approve the increase of the cost of the Work that was bid pursuant to the Contract Documents; or

2. Direct the Architect/Engineer to revise the Contract Documents, without changing the scope of the Project, and re-bid the Work included in the revised Contract Documents (in which case the Architect/Engineer shall again perform the work specified herein before, at no additional compensation, except for the reimbursement of the cost of printing of Contract Documents); or

3. Suspend or abandon the Project or any components of the Work included in the Contract Documents.

4.7.6 Upon award of the Contract by the Owner and notification from Owner to the Architect/Engineer that the Contract be executed, the Architect/Engineer shall assemble, prepare, and transmit to the Owner six (6) sets of the bidding and Contract Documents, complete with all addenda, forms, and affidavits required by the Contract Documents.

4.8 PHASE 5 - WORK RELATED SERVICES

4.8.1 Upon receipt of a Service Order for Phase 5 Work-Related Services, the Architect/Engineer shall provide the Services as set forth herein. The Work-Related Services will begin upon receipt of a Service Order. The Work-Related Services will end when the final request for payment from the Contractor has been approved by the Owner, the Architect/Engineer has submitted its Report of Contract Completion, and the Record Drawings (As-Built Drawings) and has completed all other Services required, including the warranty related services.

4.8.2 The Architect/Engineer shall provide the Owner a staffing plan including individual resumes that the Architect/Engineer, including Sub-Consultant(s), intends to use during the Work Related Services for review by the Owner for adequate staffing.

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

4.8.4 The Architect/Engineer shall approve the overall progress schedule, schedule of shop drawings submissions, schedule of values, and other schedules required of the Contractor under the Contract Documents. The Architect/Engineer shall visit the Work at least once per week, evaluate the work for compliance with the Contract Documents, prepare and submit to the Owner, via the Project Manager with copies to the Field Representative, a detailed written and sequentially-numbered report of the observed conditions of the Work, the progress of the Work, and other Work observations, as found or made during each visit to the Work. Such report shall be submitted to the Owner at least monthly and more frequently on an interim basis if necessary to prevent or mitigate any increase in Project costs or damages to the Owner. The Architect/Engineer will not be held responsible for the means, method, techniques, sequences or procedures used, or for safety precautions and programs, in connection with the Work performed by the Contractor, but shall immediately report to the Owner any observations of conditions which in his judgment would endanger persons or property or which might result in liabilities to the Owner.

4.8.5 Appropriately qualified personnel of the Architect/Engineer, including Sub-consultant(s) if appropriate, shall visit the Work at least once per week, unless otherwise specified in the Special Provisions of this Agreement, Service Order and as necessary to fulfill the responsibilities of the Architect/Engineer hereunder and in order to respond to non-routine situations that call for the Architect/Engineer's expertise and /or approval in an expeditious manner. Such personnel shall coordinate with the Field Representative work-site personnel.

4.8.6 The A/E shall review and certify the amounts due the Contractor and issue Certificates for Payment in such amounts. The A/E's certification for payment shall constitute a representation to the Owner, based on the A/E's evaluation of the Work and on the data comprising the Contractor's Application for Payment, that the Work has progressed to the point indicated and that, to the best of the A/E's knowledge, information and belief, the quality of the Work is in accordance with Contract Documents. The foregoing representations are subject to minor deviations from

the contract documents correctable prior to completion and to specific qualifications indicated by the A/E. Such certification shall be based on the A/E's review and acceptance of the following:

1. An evaluation of the Work for conformance with the Contract Documents;

2. The Field Representative's certification of the Contractor's measurements for work satisfactorily completed;

3. The results of any subsequent test required by the Contract Documents;

4. The review of as-built drawings to determine completeness and accuracy up to the date of the pay request;

5. Any specific qualifications stated in the request for payment;

6. The Field Representative's confirmation of the cost of labor, materials, and equipment for cost-plus work including disputed work;

7. Compliance with all LEED required activities. The review of the Contractor's LEED Certification Plan for compliance regarding inventory and receipt of action documentation, including but not limited to, construction waste management, use of reduced impact materials, temporary storage of recyclables and discarded items, refrigerants, etc., necessary to attain maximum possible LEED certification points, up to the date of the pay request.

4.8.7 The Architect/Engineer shall assist the Project Manager, the Field Representative, and other consultants in reviewing and evaluating all Contractor's claims relating to the cost, execution, and progress of the Work and on all other matters or questions related thereto including, but not limited to, change orders, work orders and potential work orders.

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

4.8.9 The Architect/Engineer shall provide general consultation and advice, interpret the Plans Specifications, and other such Contract Documents in order to clarify the intent of the Architect/Engineer with respect to the contents of the Contract Documents.

4.8.10 The Architect/Engineer shall promptly review and approve shop drawings, samples, and other submissions of the Contractor(s) for conformance with the design concept of the Project Element(s) and for compliance with the information

given in the Contract Documents. The Architect/Engineer shall render decisions, issue interpretations, and issue correction orders within the times specified in the Contract Documents or, absent such specification, on such timely basis so as not to delay the progress of Work as depicted in the approved construction schedule.

Should the Architect/Engineer fail to perform these services within the time frames specified in the Contract Documents or, if no time frames are specified, in a timely manner so that such failure causes a delay in the progress of the Work, the Architect/Engineer shall be liable for any damages to the Owner resulting from such delay including, but not limited to, damages related to delays and inefficiencies incurred by the Contractor for which the Owner may be responsible.

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

4.8.12 The Architect/Engineer's Services for Substantial Completion and Final Acceptance shall include, but not be limited to, the following:

4.8.12.1 Inspections for Substantial Completion for all or a portion of the Work: The Architect/Engineer shall, prior to Substantial Completion of the Work, inspect the Work with the Field Representative, to determine initial Punch List items and to ensure that all mechanical/electrical/plumbing systems have been commissioned in accordance with the requirements of the Contract Documents. The Architect/Engineer shall re-inspect the work with the Field Representative as many times thereafter as is needed to establish a time of Substantial Completion. The Architect/Engineer shall review each edition of the Punch List before it is issued by the Field Representative. Each edition of the Punch List will be distributed by the Field Representative after review by the Architect/Engineer. Any User contributions to the Punch List shall be only as approved by Owner. Punch Lists shall record:

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

4.8.12.2 Contractor's Closeout Submittals and Actions: The Architect/Engineer

shall review the Field Representative's record of closeout submittals and actions for concurrence.

4.8.12.3 Determination of Substantial Completion: When the Punch List of defective items has been reduced to the point at which, in the judgment of the Architect/Engineer and Field Representative, the Work can be immediately utilized for its intended purpose, division of responsibility for carryover items from the Contractor to the Owner has been set forth, and all Punch List items are judged to be capable of completion in not more than 60 days or such other time as may otherwise be approved by the Owner, upon recommendation by the Field Representative, the

Architect/Engineer shall review, concur, and upon approval by the Owner, set the date of Substantial Completion.

4.8.12.4 Certificate of Occupancy: If a Certificate of Occupancy is required on this project, the Architect/Engineer and Field Representative shall not certify the Work as substantially complete until a Certificate of Occupancy has been issued in accordance with the Florida Building Code.

4.8.12.5 Determination That the Work Is Not Substantially Complete: If the required submittals and actions by the Contractor are deficient, or if in the judgment of the Field Representative and/or the Architect/Engineer the Work will not be ready for final acceptance within the time parameters specified herein, the Architect/Engineer shall notify the Project Manager, the Field Representative and the Contractor in writing that Substantial Completion cannot be declared, and include a list of deficient Contractor's submittals, deficient Contractor's actions, defective or incomplete items in the Work, and any other supporting reasons the Field Representative and/or the Architect/Engineer may wish to state.

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

4.8.12.7 Final Acceptance: When, in the judgment of the Field Representative and the Architect/Engineer the Work is complete, the date of Final Acceptance shall be set by the Owner.

4.8.13 The Architect/Engineer's Services after Final Acceptance shall include, but not be limited to, the following:

4.8.13.1 The Architect/Engineer shall furnish to the Owner at the Architect/Engineer's expense a final, complete, and fully updated record set of documents. The record drawings shall be submitted in the

following formats:

A. Two (2) sets of 30" x 42" Electrostatic black line prints; and

B. Two (2) sets of electronic drawings:

Based on submission date the .DWG version must be within two years of the AutoCad version currently being

shipped. Any of the following transmission methods are acceptable: CD, DVD, or external hard drive.

In compliance with the MDAD Technical Support Facility Management Layering System requirements in DWG compiled format, not X-REF. Please refer to the MDAD CAD Standards Guidelines (MDAD Design Guidelines Manual available through the MDAD Project Manager.

If manual drafting was approved by the Owner, the record drawings shall be scanned into an electronic TIFF or CAL file format: or

C. Building Information Modeling (BIM) – To the extent authorized by Service Order, the A/E shall employ the use of BIM technology utilizing Autodesk Revit software.

The record drawings shall be presented to the Project Manager for transmittal of one copy of each format, through the Commissioning Team, to the designated representatives of the MDAD Division of Technical Support.

4.8.13.2 The complete set of Record Drawings shall include all pertinent shop drawings as well as the Plans included in the Contract Documents as adjusted to comply with the as-built Work. The Architect/Engineer shall verify that all Record Drawings prepared by the Contractor are prepared in a manner that will ensure clarity of line work, notes, and dimensions. The Architect/Engineer shall provide a certification of the quality of all equipment and systems that are a part of the finished work.

4.8.13.3 The Architect/Engineer shall furnish to the Owner in an electronic data base (Microsoft Excel 2000 or higher) an index, summary, and copies of all warranty documents required to be furnished by the Contractor under the consolidated Contract Documents. The Field Representative and Contractor will be responsible for providing an index and summary list of the equipment by serial number and indicate for each the warranties, the term, conditions, and the purported legal enforcement and recourse rights of the Owner as indicated by the language in the Warranty. This list shall be reviewed by the Architect/Engineer.

4.8.13.4To the extent authorized by Service Order, the Architect/Engineer shall inspect the entire Project thirty (30) days_prior to the expiration of the warranties. The Architect/Engineer shall report its findings to the Owner sufficiently prior to the end of the warranty period to enable the Owner to issue an action report to the Contractor prior to the expiration of the warranty period. The Architect/Engineer's report shall be complete with specific recommendations covering any portion of the Work to be repaired or replaced.

4.8.13.5In addition to the requirements set forth above, the Architect/Engineer shall perform those duties of the Architect/Engineer as set forth in the Contract Documents.

4.8.13.6 LEED Certification Documents: The A/E shall furnish to the Owner copies of the LEED Certification Documents necessary to obtain the required LEED certification category. The format of the documentation shall be as required by the certifying body, and shall encompass such necessary design, material selection process, Plans and details Contractor's purchasing criteria, proof of purchase locations, site practice requirements and implementation documentation, and list(s) of qualifying elements. This material shall be organized, reviewed, and approved by the A/E as adequate in form and substance for submittal to the certifying body. The A/E shall also make the application to the certifying body for certification, for review and submittal to the certifying body.

4.9. MEETINGS AND REPORTS

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

4.9.2. Reports: In addition to any specific reports called for elsewhere in this Agreement, the Architect/Engineer shall submit to the Owner a monthly progress report of the status and/or results of all Services required to be performed under this Agreement. This Report shall be submitted with the invoice for Services performed during the corresponding period. Each report shall include but not be limited to: a brief narrative the progress made during the previous month and the estimated incremental and total percentages of each assigned Project Element which have

been completed; any problem(s) encountered during the month and any actions taken to solve or alleviate the problem(s); any changes which may have occurred in the projected dates of the events; a statement from the Architect/Engineer as to each Project Element that the Project is either on schedule or the Project Element is not on schedule and should the latter be stated, then the Architect/Engineer shall also state the length of delay and the reasons for the delay. The Architect/Engineer shall explicitly state recommendations for alleviating the delay and in subsequent monthly progress reports state whether or not the delay has been alleviated. Such report shall also relate the aggregate services performed to the total compensation paid and payable to the Architect/Engineer hereunder for each Phase of the Basic Service as set forth in the corresponding invoice for payment.

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

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

ARTICLE 5

ADDITIONAL AND WORK-SITE SERVICES

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

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

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

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

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

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

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

5.2.5 Extra work required, as directed by the Owner, to break the Project into more bidding packages than specified herein, including making studies and advising the Owner of the number and type of construction contracts, taking into consideration phasing and coordination of work with the Contractors, cost impact, and the requirements and needs of the Owner and Users (if applicable).

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

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

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

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

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

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

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

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

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

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

5.3 WORK-SITE SERVICES: At the sole option of the Owner and after receipt of a Service Order specifically authorizing such Services, the A/E shall provide Work-Site Services as set forth herein. In discharging such Services, the Architect/Engineer shall provide an on-site resident Field Representative(s) approved by the Owner who shall act as the agent of the Architect/Engineer. The Work-Site Services shall be defined by Service Order,

performed in accordance with the MDAD Construction Inspection Services Manual, and agreed to by the Architect/Engineer and the Owner.

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

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

ARTICLE 6

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.

6.1 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.

6.2 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.

6.3 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.

6.4 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.

6.5 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.

6.6 Building Information Modeling (BIM) software license fees for license obtained under the Owner's name will be reimbursed.

ARTICLE 7

EQUAL EMPLOYMENT OPPORTUNITY AND AFFIRMATIVE ACTION

7.1 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.

7.2 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.

7.3 BREACH OF NONDISCRIMINATION COVENANTS: In the event it has been determined that the Architect/Engineer has breached any enforceable nondiscrimination covenants contained in Section 7.1 Equal Employment Opportunity and Section 7.2 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.

7.4 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 7.1 Equal Employment Opportunity and Section 7.2 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.

7.5 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.

7.6 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].

7.7 CONTRACT MEASURES: The Consultant is required under this Agreement to achieve a Disadvantaged Business Enterprise (DBE) Goal in accordance with the Contract Measures applied to this Project as shown in the "Special Provisions" of this Agreement and the attached Contract Participation Form, DBE Utilization Form and Letters of Intent (Exhibit 5) 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 8

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

8.1 COMPENSATION FOR SERVICES:
Unless otherwise authorized by Amendment to this Agreement, aggregate payments to the Architect/Engineer for Basic Services, Work Site, Work-Related and Additional Services and Reimbursable Expenses performed shall not exceed **FIVE MILLION DOLLARS ($5,000,000.00)** and shall be disbursed as reflected herein, unless additional payments up to the limits of the Allowance Account have been authorized.

8.2 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:

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

8.2.2 Multiple of Direct Salaries: 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 multiple of such Direct Salaries. A not-to-exceed cap for the total fee for assignments given under this compensation basis shall be established prior to the issuance of the initial Services Order.

8.2.3 The Fee to the Architect/Engineer based on a Multiple of Direct Salaries shall be determined as follows:

8.2.3.1 Compensation for the Principal shall be at the flat rate without application of any multiplier of **two hundred dollars ($200.00)** per hour.

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

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

8.2.3.1.1 Compensation for all personnel shall either be a direct labor multiplier of **2.8** times the direct salaries for all home office support personnel or a direct labor multiplier of **2.3** times the direct salaries for field office 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	*$200.00
	MAXIMUM RAW RATES
Project Architect (Registered)	$65.00
Senior Project Manager	$65.00
Project Manager	$60.00
Assistant Project Manager	$50.00
Designer / Project Coordinator	$50.00
Project Engineer (Registered)	$65.00
Senior Engineer	$55.00
Staff Engineer	$45.00
CADD / Technician	$40.00
Clerical / Administrative Support	$30.00
Senior Field Representative	$55.00
Assistant Field Representative	$45.00
Field Inspector	$40.00
Clerical / Administrative Support (Field)	$30.00

***Hourly Flat Rate**

The maximum rate of compensation for all other office personnel, not listed above, including the multiple of Direct Salaries shall not exceed **one**

hundred sixty-five dollars ($165.00) per hour. The Owner reserves the right to adjust the maximum rate.

The maximum rate of compensation for all other field personnel, not listed above, including the multiple of Direct Salaries shall not exceed **one hundred twenty-five dollars ($125.00)** per hour. The Owner reserves the right to adjust the maximum rate.

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

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

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

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

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

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

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

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

8.2.3.3 Architect/Engineer shall not invoice Owner for charges for office, rent or overhead expenses of any kind, including but not limited to, insurance, telephone (except long distance calls authorized by the

Owner), and utility charges, office/drafting supplies, depreciation of equipment, professional dues, subscriptions, reproduction of drawings and/or specifications for internal use, mailing, stenographic, clerical, nor shall it invoice for other employee time to travel and subsistence not directly related to the Project. The multiple factor set forth above shall cover all such costs pertinent to the Project.

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

8.2.4 The Architect/Engineer shall not be entitled to compensation for Phases 3A through 4 (30% Contract Documents through Bidding) for alternates required because of the failure of the Architect/Engineer to design the Project so that it may be constructed within the total established construction budget.

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

8.2.6 Payments of the Phase 5 Work Related Services through Final Acceptance of the Project Fee, shall be made in monthly installments. The amount of each monthly installment payment shall be determined by increasing the Construction Contract Time for completion of all work for the project, as stated in the Service Order in calendar days, by 20% then dividing the calculated number of days by 30 days/month and rounding up to the next integer. This integer will be the number of months over which the Work Related Services Fee will be paid. If the Work is completed on time or ahead of schedule, all remaining Work Related Services through Final Acceptance of the Project monies shall be paid to the architect/Engineer in a lump sum.

8.2.6.1 In the event that Prolonged Period of Work Related Services, Phase 5, of Basic Services becomes necessary, payment for the Prolonged Period of Construction Contract Administration shall be the same amount as the monthly installment payment for Work Related Services through Final Acceptance of the Project. Payments for Prolonged Period of Work Related Services, shall begin once the original contract time has been exceeded by 20% if such extended time is due to no fault of the Architect/Engineer.

8.3 PAYMENT FOR REIMBURSABLE EXPENSES: Reimbursable Expenses as described in Article 6 "Reimbursable Expenses" of this Agreement will be reimbursed by the Owner as verified by appropriate bills, invoices, or statements.

8.4 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 due on account of the portion(s) of the Services performed and eligible for payment based upon the earned value measurement procedure contained in the DSCMP. A copy of the applicable Service Order shall accompany the original copy of the invoice. The format, content, and submittal date of the invoice shall be as specified by the Project Manager. The Architect/ Engineer shall meet monthly with the Project Manager to verify that the Architect/Engineer's reported progress and earned value is in accordance with the accepted DSCMP. Monthly progress payments will be based on the monthly DSCMP meeting with the Project Manager.

Subsequent to the monthly DSCMP meeting, the Architect/Engineer shall submit its invoice for those services to 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.

8.5 PAYMENT TO SUB-CONSULTANTS: All payments to Sub-consultant(s) employed hereunder shall be the sole responsibility of the Architect/Engineer unless otherwise provided for herein or within a Service Order. 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.

8.6 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.

8.7 CONSEQUENCE FOR NON-PERFORMANCE: Should the Architect/Engineer fail to perform its services within the time frames outlined and such failure causes a delay in the progress of the Work, the Architect/Engineer shall be liable for any damages to the Owner resulting from such delay.

8.8 PAYMENT FOR ABANDONED, TERMINATED OR SUSPENDED SERVICES: In the event of termination or suspension of the services or abandonment of a Project Element(s) (including the failure of the Owner to advertise the Contract Documents for bids, or the Owner's failure to award a Contract for the Work on the basis of any such bids received, within the time limits set forth in this agreement) the Architect/Engineer shall be compensated as follows:

8.8.1 Payment for Services completed and approved prior to receipt by the Architect/Engineer of notice of abandonment of a Project Element, termination, 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 abandonment of a Project Element, termination or suspension not occurred

8.8.2 For Services partially completed and satisfactorily performed prior to receipt by the Architect/Engineer of notice of abandonment of a Project Element, termination, or suspension, the Architect/Engineer shall be compensated on the basis of payment in same manner as would have been required had such abandonment of a Project Element, termination or suspension not occurred, adjusted to the level of completion portion of the service. A claim by the 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 abandoned, terminated or suspended.

8.8.3 Upon payment to the Architect/Engineer for Service associated with abandoned, terminated, or suspended Project Elements in accordance with this Article, the Architect/Engineer shall have no further claim for Services related to the abandoned, terminated, or suspended Project Elements.

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

8.9 MAXIMUM PAYABLE ALLOWANCE ACCOUNT: The aggregate sum of all payments to the Architect/Engineer for Allowance Account Services payable on this Project shall not exceed **FIVE HUNDRED THOUSAND DOLLARS ($500,000.00).** Any Allowance Account expenses shall be approved by the Owner in advance and authorized by a Service Order. Any portion of this sum for which payment is not authorized in writing by the Project Manager shall remain the property of Owner.

8.10 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 **THIRTEEN THOUSAND SEVEN HUNDRED FIFTY DOLLARS ($13,750.00).** 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.

8.11 TOTAL AUTHORIZED AMOUNT FOR THIS AGREEMENT: The Total Authorized Amount for this Agreement is **FIVE MILLION FIVE HUNDRED THIRTEEN THOUSAND SEVEN HUNDRED FIFTY DOLLARS ($5,513,750.00).** 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 remain the property of the Owner.

8.12 MAXIMUM PAYABLE FOR REIMBURSABLE EXPENSES: The aggregate sum of all payments to the Architect/Engineer for Reimbursable Expenses are included in Sub-article 8.1 and during the Term of this Agreement.

ARTICLE 9

SPECIAL PROVISIONS

9.1 At any time during the term of this Agreement Owner can require the Architect/Engineer 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 Architect/Engineer in accordance with Article 6 "Reimbursable Expenses" of this Agreement.

9.2 Pursuant to Article 2.1, the Architect/Engineer shall be furnished with the following documents, or access thereto, as referenced in Basic Services: Design Guidelines Manual, Design Deliverables Requirements Manual, Construction Inspection Manual,

9.3 Pursuant to Article 3.28, the Architect/Engineer shall meet the LEED certification category indicated in the Service Order.

9.4 The Architect/Engineer shall consider the future impacts of sea level rise that may be addressed during design considerations.

9.5 Pursuant to Article 4.2, the Architect/Engineer shall submit, for each Service Order, a DSCMP in Excel, Microsoft Project, or Primavera format and shall include, among other things, proposed durations, from authorization to proceed, for each applicable phase.

Phase 1A Program Verification
Phase 1B Preparation of Schematic Design Documents
Phase 2 Design Development
Phase 3A 30% Complete Contract Documents
Phase 3B 75% Complete Contract Documents
Phase 3C 100% Complete Contract Documents
Phase 3D Bid Documents

9.6 Pursuant to Article 4.2.1, the Architect/Engineer shall furnish or cause to be furnished architectural services; engineering services, including all civil, structural, electrical, mechanical, plumbing, HVAC, and fire protection; interior design; signage and graphics; maintenance of traffic; safety plans; environmental, including removal and disposal of contaminated soils/water, asbestos abatement, erosion controls, Storm Water Pollution Prevention Plan (SWPPP) provisions, and preliminary application for the dewatering permits; lighting; communications; landscape design; industrial design; people movers; baggage conveyors; as well as related other apron facilities; services related to passenger boarding bridges, fueling, Preconditioned Air, 400HZ, Visual Guidance Docking Systems (VGDS); simulation and Building Information Modeling (BIM).

9.7 The A/E shall be responsible for all transportation to, from and within the project site for all services at no additional cost to the owner.

9.8 Pursuant to Article 7.7, the contract measures for this Agreement is:

Disadvantaged Business Enterprise (DBE) 28% Goal

9.9 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.

9.10 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 may be 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.

9.11 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.

9.12 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.

9.13 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.

9.14 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.

9.15 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.

9.16 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).

9.17 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 statue 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.

9.18 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*).

9.19 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 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.

9.20 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.

9.21 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.

9.22 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.

9.23 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.

9.24 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.

9.25 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.

9.26 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.

9.27 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.

9.28 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.

9.29 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 Contact 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.

9.30 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.

9.31 Notwithstanding and prevailing over any other provision of this Agreement to the contrary, the County Mayor or County Mayor's designee's may exercise the provisions of Section

2-285.2 (4) (d) and (e) of the Code of Miami-Dade County. Individual change orders or amendments shall not exceed 10 percent of the base contract price in cumulative percentage amount; provided however, that the foregoing limitation shall not apply to any change order or amendment related to emergency actions impacting remediation, public safety, health requirements or recovery from natural disaster and the foregoing change orders and amendments shall require ratification by the Board; provided further that the County Mayor or his designee may reduce in any amount the scope and compensation payable under this Agreement and grant compensable and non-compensable time extensions thereunder. Pursuant to Section 2-285.2 (6), the County Mayor or the County Mayor's designee's award and execution of this Contract is subject to ratification by the Board of County Commissioners. If the County Mayor or the County Mayor's designee's action is not ratified, and such legislative action becomes final, this Agreement shall be deemed terminated without further notice. In such event, the Architect/Engineer shall not be entitled to recovery of any lost profits or other consequential or indirect damages. However, the Architect/Engineer is eligible for payment for any work done prior to failure of the ratification, in accordance with the Article 8 of this Agreement.

9.32 OPINIONS OF PROBABLE COST: Notwithstanding anything to the contrary, Architect/Engineer's opinions of probable total project costs, construction costs, and/or estimates of quantities, if any, provided as part of the services under the Agreement are made on the basis of Architect/Engineer''s knowledge, experience and qualifications and represent Architect/Engineer's judgment as an experienced professional. Architect/Engineer' does not guarantee that proposals, bids, actual total project costs, total construction costs or quantity estimates will not vary from the opinions provided by Architect/Engineer'. Cost control and cost estimates shall be performed by others and responsibility for quantities remain solely the responsibility of the Construction Contractor.

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)

Stantec Consulting Services Inc.
Legal Name of Corporation

ATTEST:

Secretary: _____ By: _____
Signature and Seal — Architect/Engineer - Signature

Jeffrey P. Stone — Adriana Jaegerman, Vice President
Type Name — Type Name & Title

STANTEC CONSULTING SERVICES INC. Corporate Seal

ARCHITECT/ENGINEER (INDIVIDUAL, PARTNERSHIP OR JOINT VENTURE)

Stantec Consulting Services Inc.
Legal Name

Witness: Guillermo Cojto By: _____
Signature

Witness: Marilyn Rojas By: _____
Signature

FEIN 11-2167170

MIAMI-DADE COUNTY BOARD OF COUNTY COMMMISSIONERS

By: _____
Mayor

ATTEST: Harvey Ruvin, Clerk

BY: _____
(Miami-Dade County Seal)

Approved for Form and Legal Sufficiency

_____
(Assistant County Attorney)

EXHIBIT 1

NOT USED

EXHIBIT 2

PRINCIPALS OF THE ARCHITECT/ENGINEER

(Refer to Sub-article 8.3.3.1)

ADRIANA JAEGERMAN, PE
WILLY A. BERMELLO, AIA
MAX FAJARDO, PE
IRENE FRAGA, PE, LEED AP
SAMUEL NIFAH, PE
EMMANUEL UCHE, AIA

EXHIBIT 3
CRITICAL PERSONNEL
(Refer to Sub-article 3.20)

AIDA SANCHEZ-GOMEZ
STEVEN J. PYNES
DR CARLOS BONZON
CAROLINA DE LA HORRA
RIAN BURGER
LARRY WEEKS
DAVID WONG
DANIEL MENENDEZ
BAYARDO A. SANDOVAL
CESAR QUINONES
NATALIA VALDEZ
ALEX THOME
SERGIO PENDAS
ANA LAURA CAPPELLETTI
SAUL SUAREZ
SEAN COMPEL
ADOLFO CANAL
JOSE FERNANDEZ
ANTHONY VALINO
STEVE GUTHRIE
BOUKMAN MANGONES
JUAN NUNEZ
CLAUDIA RAMIREZ
DONALD M. WAUGH III
JONNATAN MENDEZ
LAZARO CHIRINO
ERLAN PALENZUELA
STANLEY LOUIS
BOANGERGES ORTIZ
MAYTE MARTINEZ
CHRISTINA SANTA-CRUZ
ALFONSO ZAMORA
DARIEL RAMOS
GINA DAS
ELISA DIMITROPOULOS
COLIN HENDERSON
BRENT MOLENDYK
RICHARD RAYMOND
DAVID REYNOLDS
JAMES ROSALES
DAVID RUSSELL
ALEJANDRO SALAS
ENRIQUE SOSA
RICHARD WATERS

EXHIBIT 4

DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION PROVISIONS, WORKSHEET, EXECUTED DBE UTILIZATION FORM/LETTER OF INTENT, EXECUTED CONTRACT PARTICIPATION FORM, AND BIDDER AND SUBCONTRACTOR INFORMATION

EXHIBIT A

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 7 % 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: Stantec Consulting Services Inc.

Address: 901 Ponce de Leon Blvd #900

City: Coral Gables State: FL Zip: 33134

Telephone: (305) 445-2900

State Registration No. Eng: CA27013; ArchID: AA26002609

By: _____ Title: Senior Principal
(Signature)

Adriana Jaegerman Date: 9/22/2020
(Print Name)

FORM 2: LETTER OF INTENT

Name of DBE firm: Fraga Engineers, LLC

Address: 135 San Lorenzo Ave. Suite 890

City: Coral Gables State: FL Zip: 33146

Telephone: 305-444-8210

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

The bidder/offeror is committed to utilizing the above named DBE firm for the work described above. The estimated dollar value of this work is $ _____

AFFIRMATION:

The above named DBE firm affirms that it will perform the portion of the contract for the estimated dollar value 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 copied for more subs.

EXHIBIT A

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 7 % 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: Stantec Consulting Services Inc.

Address: 901 Ponce de Leon Blvd #900

City: Coral Gables State: FL Zip: 33134

Telephone: (305) 445-2900

State Registration No. Eng: CA27013; ArchID: AA26002609

By: _____ Title: Senior Principal
(Signature)

Adriana Jaegerman Date: 9/22/2020
(Print Name)

FORM 2: LETTER OF INTENT

Name of DBE firm: TG A Consulting, LLC

Address: 5840 SW 87 Street

City: Miami State: FL Zip: 33143

Telephone: 305-282-0125

Description of work to be performed by DBE firm: Architectural Services

The bidder/offeror is committed to utilizing the above named DBE firm for the work described above. The estimated dollar value of this work is $ _____

AFFIRMATION:

The above named DBE firm affirms that it will perform the portion of the contract for the estimated dollar value 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 copied for more subs.

EXHIBIT A

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 7 % 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: Stantec Consulting Services Inc.

Address: 901 Ponce de Leon Blvd #900

City: Coral Gables State: FL Zip: 33134

Telephone: (305) 445-2900

State Registration No. Eng: CA27013; ArchID: AA26002609

By: _____ Title: Senior Principal
(Signature)

Adriana Jaegerman Date: 9/22/2020
(Print Name)

FORM 2: LETTER OF INTENT

Name of DBE firm: Nifah & 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: 11.00 - Structural Engineering Services

The bidder/offeror is committed to utilizing the above named DBE firm for the work described above. The estimated dollar value of this work is $ _____.

AFFIRMATION:

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

By: _____ 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 copied for more subs.

EXHIBIT A

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 ___ % 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: Stantec Consulting Services Inc.

Address: 901 Ponce de Leon Blvd #900

City: Coral Gables State: FL Zip: 33134

Telephone: (305) 445-2900

State Registration No. Eng: CA27013; ArchID: AA26002609

By: _____ Title: Senior Principal
(Signature)

Adriana Jaegerman 9/22/2020
(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: ARCHITECTURAL DESIGN, ARCHITECTURAL CONSTRUCTION MANAGEMENT

The bidder/offeror is committed to utilizing the above named DBE firm for the work described above. The estimated dollar value of this work is $ _____.

AFFIRMATION:

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

By: _____ 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 copied for more subs.

Exhibit B

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

Check One: Original ☐ Revised ☐ Date: September 23, 2020 Contract No.: ISD Project No. A19-MDAD-02

Name of Offeror: Stantec Consulting Services Inc. Project Name: Miami-Dade Aviation Department (MDAD) Facility Design Services

Original Contracted DBE Participation: $ TBD 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 B, B, H, SP, MF (see in next column)	TYPE OF FIRM * (See below)	FEDERAL TAX ID (also known as Employer Identification Number) of firm (9 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	AGREED PRICE $
	Stantec Consulting Services Inc.	S	20-1493880	801 Ponce de Leon Blvd, #900, Coral Gables, FL 33134	Provide architectural and electrical work	$1,000,000.00
1	TGA Consulting, LLC	S	46-5612615	5640 SW 87 Street South Miami, FL 33143	14.00, 18.00	TBD - 7%
2	Nitsh & Partners Consulting Engineers, Inc.	S	65-0604265	7980 North Kendall Dr. #460 Miami, FL 33156	11.00, 12.00	TBD - 7%
3	Architectural Design Consortium, Inc.	S	65-0266903	5975 Sunset Dr. #704 Miami, FL 33143	13.00, 18.00	TBD - 7%
4	Tinga Engineers, LLC	S	20-1959435	135 San Lorenzo Ave. #940, Coral Gables, FL 33146	12.00, 13.00	TBD - 7%
5						
6						
7						
8						
9						
10						
				TOTAL AGREED PRICE MUST EQUAL	TO TOTAL OFFERED PRICE	

I, Adriana Jaegerman (type or print name), a duly authorized representative of Stantec Consulting Services, Inc. (name of firm) certify that the above information is true and correct.

Signature: _____ Date: 9/23/20

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

Rev. 01/10/2013

EXHIBIT C

BIDDER AND SUBCONTRACTOR'S INFORMATION

Project/Bid No.: Miami-Dade Aviation Department (MDAD) Facility Design Services / ISD Project No. A19-MDAD-02 Date: September 23, 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)
Stantec Consulting Services Inc.	901 Ponce de Leon Blvd #900, Coral Gables, FL 33134	☐ DBE ☒ non-DBE	65	4.02 Aviation Systems – Architectural Design, 18.00 Architectural Construction Management, 4.01 Aviation Systems – Engineering Design, 11.00 General Structural Engineering, 12.00 General Mechanical Engineering, 13.00 General Electrical Engineering, 14.00 Architecture, 18.00 General Civil Engineering, 17.00 Engineering Construction Management	☐ Less than $500,000 ☐ $500,000 - $1 Million ☐ $1 Million - $2 Million ☐ $2 Million - $5 Million ☒ $5 Million and above
		☐ DBE ☐ non-DBE			☐ Less than $500,000 ☐ $500,000 - $1 Million ☐ $1 Million - $2 Million ☐ $2 Million - $5 Million ☐ $5 Million and above
		☐ DBE ☐ non-DBE			☐ 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

EXHIBIT C

BIDDER AND SUBCONTRACTOR'S INFORMATION

Project/Bid No.: Miami-Dade Aviation Department (MDAD) Facility Design Services / ISD Project No. A19-MDAD-02 Date: September 23, 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)
TGA Consulting, LLC	5840 SW 87 Street South Miami, Fl. 33143	☒ DBE ☐ non-DBE	6 years	14.00 Architectural Services 18.00 Construction Management	☒ 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 33134	☐ DBE ☒ non-DBE	60 Years	4.01 Aviation Systems - Engineering design 11.00- Structural Engineering 12.00 General Mechanical Engineering 13.00 General Electrical Engineering 16.00 General Civil 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	11.00- Structural Engineering 12.00 General Mechanical Engineering	☐ 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

EXHIBIT C

BIDDER AND SUBCONTRACTOR'S INFORMATION

Project/Bid No.: Miami-Dade Aviation Department (MDAD) Facility Design Services / ISD Project No. A19-MDAD-02 Date: September 23, 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)
Bermello Ajamil & Partners Architects, Inc.	2601 S. Bayshore Drive, Suite 1000	☐ DBE ☒ non-DBE	81 Years	4.02 Aviation Systems - Architectural Design 18.00 Architectural Construction Management 14.00 Architecture 22.00 ADA Title II Consultant	☐ 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	14.00 Architectural Design 18.00 Construction Management	☐ Less than $500,000 ☒ $500,000 - $1 Million ☐ $1 Million - $2 Million ☐ $2 Million - $5 Million ☐ $5 Million and above
Fraga Engineers	135 San Lorenzo Ave. Suite 890 Coral Gables, FL 33146	☒ DBE ☐ non-DBE	39 years	12.00 General Mechanical Engineering 13.00 General Electrical Engineering	☐ 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

AFFIDAVITS

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

This sworn statement is submitted for:

PROJECT TITLE: FACILITY DESIGN SERVICES FOR MIAMI-DADE AVIATION DEPARTMENT

PROJECT NUMBER: A19-MDAD-02A

COUNTY OF MIAMI-DADE

STATE OF FLORIDA

Before me the undersigned authority appeared ADRIANA JAEGERMAN (Print Name), 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

STANTEC CONSULTING SERVICES INC.
(Name of Entity)

13980 COLLECTIONS CENTER DRIVE, CHICAGO IL 60693-0139
(Address of Entity)

1/1-2/1/6/7/1/7/0
Federal Employment Identification Number

hereinafter referred to as the Entity being its

AUTHORIZED OFFICER
(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)(e), **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)

__X__ 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:

__X__ 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. A19-MDAD-02A **Federal Employer Identification No. (FEIN):** 11-2167170

Contract Title: FACILITY DESIGN SERVICES FOR MIAMI-DADE AVIATION DEPARTMENT

Affidavits and Legislation/Governing Body

1.	***Miami-Dade County Ownership Disclosure*** *Sec. 2-8.1 of the County Code*	6.	***Miami-Dade County Vendor Obligation to County*** *Sec. 2-8.1 of the County Code*
2.	***Miami-Dade County Employment Disclosure*** *County Ordinance No. 90-133, amending Section 2.8-1(d)(2) of the County Code*	7.	***Miami-Dade County Code of Business Ethics*** *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.	***Miami-Dade County Employment Drug-free Workplace Certification*** *Sec. 2-8.1.2(b) of the County Code*	8.	***Miami-Dade County Family Leave*** *Article V of Chapter 11 of the County Code*
4.	***Miami-Dade County Disability Non-Discrimination*** *Article 1, Section 2.8.1.5 Resolution R182-00 amending R-385-95*	9.	***Miami-Dade County Living Wage*** *Sec. 2-8.9 of the County Code* **(If applicable)**
5.	***Miami-Dade County Debarment Disclosure*** *Section 10-38 of the County Code*	10.	***Miami-Dade County Domestic Leave and Reporting*** *Article 8, Section 11A-60, 11A-67 of the County Code*
11.	***Miami-Dade County E-Verify Affidavit*** *Obligation for State Funded Contracts*	12.	***Pay Parity Affidavit*** *Resolution R-1072-17*
13.	***Miami-Dade County Suspected Workers' Compensation Fraud Affidavit*** *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 {STANTEC CONSULTING SERVICES 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:

AFF-4

X 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 of Authorized Representative)

ADRIANA JAEGERMAN
(Print Name of Authorized Representative)

Title VICE PRESIDENT

Date 08/06/2021

Notary Public Information

Notary Public – State of FLORIDA County of MIAMI-DADE

Subscribed and sworn to (or affirmed) before me this 6th day of, August 2021

by ADRIANA JAEGERMAN He or she is personally known to me ☑ or has produced I.D. ☐

Type of identification produced _____

_____ GG971094 MARILYN ROJAS

Signature of Notary Public | Serial Number | Print or Stamp of Notary Public

3/18/2024
Expiration Date

_____
Notary Public Seal

Marilyn T. Rojas
Comm.#GG971094
Expires: March 18, 2024
Bonded Thru Aaron Notary

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

(Insert Here)

Stantec

SUBCONSULTANT AGREEMENT

This Agreement is made effective January 1, 2020 by and between:

"Stantec"			
Name:	Choose Stantec entity and click OK button		
Address:	Stantec or affiliate street address, including city, prov/state and zip or post code		
Phone:	Phone Number extension here or delete		
Representative:	Stantec or affiliate representative and title	Email:	Email Address
"Sub Consultant"			
Name:	Sub Consultant Company Name		
Address:	Sub Consultant street address, including city, prov/state and zip or post code		
Phone:	Phone Number extension here or delete		
Representative:	Sub Consultant representative and title	Email:	Email Address

Stantec has or will enter into Make a selection...Enter contract or PO number as appropriate or a space if not required (hereinafter called the "Prime Agreement") with its client (hereinafter called the "Client") which provides for the furnishing of professional services for Enter project name and number if desired (hereinafter called the "Project").;

AND WHEREAS Stantec has or will engage the Subconsultant to perform and be responsible for those services described in Attachment "A" (hereinafter called the "Services") associated with the Project.;

NOW THEREFORE, in consideration of the mutual promises hereinafter contained, it is hereby agreed as follows:

1. **SERVICES:** The Subconsultant shall, in a careful and professional manner, perform and be responsible for the Services to meet the requirements of the Prime Agreement and of this Agreement and shall make available the services of its professional and technical personnel, if any, for that purpose. Only those personnel approved in writing by Stantec shall be engaged on the Project. Any such approval by Stantec shall not relieve the Subconsultant from its responsibilities as set out herein.

2. **INCORPORATION BY REFERENCE:** The Subconsultant shall accept the same responsibilities, obligations and liabilities towards Stantec as Stantec accepts towards the Client pursuant to the Prime Agreement. Without limiting the generality of the foregoing, the Subconsultant shall be bound to perform the Services in the same manner and to the same extent that Stantec is bound by the Prime Agreement to perform such Services for the Client and it shall perform the Services with the standard of care, skill and diligence normally provided by a professional experienced in the performance of services similar to the Services called for herein. It is specifically understood that the indemnity obligations of the Prime Agreement supersede the indemnity obligation herein, if the former obligation is broader. Without in any way limiting Stantec's rights or remedies, the Subconsultant shall, at its own expense, reperform any of the Services not meeting this standard. If such deficiencies are not corrected in a timely manner, Stantec may cause the same to be corrected at the Subconsultant's expense and, without limiting any of its rights, Stantec may deduct any costs incurred from payments due to the Subconsultant. The Subconsultant is hereby given notice that the Client and Stantec will be relying on the accuracy, competence and completeness of the Services.

3. **SCHEDULING:** The Subconsultant shall perform the Services in the necessary character, sequence and timing so that the Services are coordinated with the services of Stantec and the other consultants and contractors for the Project and in accordance with an activity schedule to be provided by Stantec for the Project. On the written request of Stantec, the Subconsultant shall prepare and submit an action plan or bar chart describing or diagramming the performance of the Services and setting out the approximate time frame in which, or the target dates by which, the various Services will be completed.

4. **TIME OF ESSENCE:** Time shall be deemed to be material and stated time limits are of the essence of this Agreement. The Services for the Project shall be completely performed by the Subconsultant on or before the day that Stantec may direct.

5. **REPORTING:** The Subconsultant shall report the following information to Stantec on a monthly basis for the Project (or more frequently or in more detail as determined by Stantec in its sole discretion) and such information may be relied upon by the Client and Stantec:

   5.1. The state of completion of the Services, which current status shall be depicted by comparing actual progress with that forecast by the action plan or bar chart, if such action plan or bar chart is requested by Stantec, as provided in Scheduling clause hereof;

   5.2. The estimated percentage of the Services hereunder completed to date;

   5.3. The estimated percentage of each activity completed to date and the weight given to each activity;

   5.4. The estimated cost to complete the Services; and

   5.5. The percentage of progress made in that month (or other reporting period).

6. **PERSONNEL:** The Subconsultant represents to the Client and Stantec that it now has or will have in its employ personnel experienced and competent in the work required for the efficient and expeditious performance of the Services within the time for completion as set out in the Prime Agreement.

7. **ADEQUATE INFORMATION:** The Subconsultant acknowledges that it has had adequate discussion and access to sufficient information to enable it to undertake and perform the Services within the Total Compensation Limits stipulated in Compensation clause of this Agreement. Notice of defects or insufficiencies in, review of or acceptance or approval of, the Services, whether expressed or implied, by the Client or Stantec shall in no way relieve the Subconsultant from its legal, professional or technical duties and responsibilities to the Client and Stantec.

8. **INDEMNITY:** The Subconsultant will indemnify and save harmless the Client and Stantec from and against all claims, losses, damages, costs, (including legal costs) actions and other proceedings made, sustained, brought or prosecuted in any manner based upon, occasioned by or attributable to any injury, default or damage arising from any negligent act, error, omission or willful misconduct of the Subconsultant, its servants or agents or persons for whom it has assumed responsibility in the performance or purported performance of this Agreement or of any of the Services.

9. **INSURANCE:** Without in any way limiting the generality of Indemnity clause hereof or the obligations of the Subconsultant contained therein, the Subconsultant shall maintain throughout the term of this Agreement Insurance as listed in Attachment "A". The Subconsultant shall provide to Stantec evidence of such insurance. The Subconsultant shall provide 30 days notice of cancellation of such insurance to Stantec.

10. **PAYMENT:** Payments pursuant to this Agreement will be processed directly by the Client, as consideration for the performance of the Services, in accordance with Attachment "A", such payment not to exceed the Total Compensation Limit associated with the Project. It is understood by Stantec and agreed to by the Subconsultant and it is an express condition hereof that the compensation payable to the Subconsultant under this Agreement is only payable when the Services have been performed in accordance with this Agreement to the satisfaction of the Client and Stantec. Any payment hereunder shall not be deemed a waiver of Stantec's rights of set off at law or under this Agreement for costs or expenses arising from default or negligence of the Subconsultant and such payment will be subject to applicable legislation and statutory regulations respecting holdbacks. The Subconsultant shall submit all invoices to Stantec for fees and allowable costs properly incurred in providing Services by the 15th of each month following the month in which Services have been provided and costs incurred, or as otherwise directed to meet Stantec's invoicing schedule to Client. Payment shall be processed by the Client pursuant to the timeline set forth in the Prime Agreement. Subconsultant shall not submit any invoices directly to the Client, but shall submit all invoices to Stantec for Stantec's approval before Stantec will submit such invoices to the Client for payment. No interest will be payable on any amount not paid to the Subconsultant on the due date. The Subconsultant shall provide all necessary information on actual fees and allowable costs incurred on a monthly basis for Stantec's cost control and reporting purposes.

11. **COMPENSATION:** The total compensation payable to the Subconsultant under this Agreement, including fees, expenses and miscellaneous expenditures, is as stated in Attachment "A" (hereinafter called "the Total Compensation Limits"). The Subconsultant shall notify Stantec forthwith upon the Subconsultant's forecasting that the Total Compensation Limit will be exceeded. No additional payments will be made to the Subconsultant without prior written modification of this Agreement; otherwise, any such excess will be the Subconsultant's responsibility and will not be paid by Stantec.

12. **RECORDS RETENTION:** The Subconsultant will maintain accounting records in accordance with generally accepted accounting principles and practices to substantiate all invoiced amounts. Said records will be available for examination by Stantec during the Subconsultant's normal business hours for a period of six (6) years after the Subconsultant's final invoice to the extent required to verify the costs incurred hereunder.

13. **LIENS:** The Subconsultant shall promptly pay for all services, labor, materials and equipment used in the performance of the Services and shall maintain all structures, buildings and premises free and clear of any liens that may result from or relate to the Services.

14. **COMPLIANCE WITH LAWS:** The Subconsultant shall comply with all applicable laws, regulations, codes, standards and ordinances in force during the term of this Agreement and shall obtain and pay for all permits and licenses required by law for the performance of the Services. Subconsultant shall provide equal employment opportunity to all qualified persons, and shall recruit, hire, train, promote and compensate persons in all jobs without regard to race, color, religion, sex, age, disability or national origin or any other basis prohibited by applicable laws.

15. **GOVERNING LAW; NON-DISCRIMINATION:** This Agreement shall be governed, construed and enforced in accordance with the laws of the jurisdiction in which the majority of the Services are performed. Subconsultant shall observe and comply with all applicable laws, provide equal employment opportunity to all qualified persons and recruit, hire, train, promote and compensate persons in all jobs without regard to race, color, religion, sex, age, disability or national origin or any other basis prohibited by applicable laws.

    Subconsultant also agrees to abide by the requirements set forth in the following mandatory notices:

    > "Stantec and Subconsultant shall abide by the requirements of 41 CFR 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.".

16. **HAZARDOUS SUBSTANCES:** If this Agreement involves hazardous or toxic substances the Subconsultant shall be indemnified for losses, damages, personal injuries or death claims only to the extent that Stantec is reimbursed for such indemnification by the Client.

17. **SAFETY:** The Subconsultant shall comply with all applicable safety or training requirements and is fully responsible for the wellbeing of its employees and other personnel under its direction or control ("Subconsultant's Personnel") while working on the Project. Stantec is not responsible for the Subconsultant's methods or means in carrying out the Services or for the safety of the Subconsultant's Personnel. The Subconsultant shall indemnify and save harmless Stantec and the Client from any and all claims arising from injury to or death of Subconsultant's Personnel while working on the Project. This indemnification and save

harmless obligation shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for Subconsultant under workers' compensation acts, disability benefit acts or other employee benefit acts.

18. **DOCUMENTS:** All drawings, specifications, technical data and other information furnished to the Subconsultant either by Stantec or the Client or developed by the Subconsultant or others in connection with the Services are confidential, and will remain the property of Stantec or the Client as the case may be, and may not be copied or otherwise reproduced or used in any way except in connection with the Services or disclosed to third parties or used in any manner detrimental to the interests of Stantec or the Client.

    The following information will not be subject to the requirements set out above:

    18.1. information in the public domain through no action of the Subconsultant in breach of this Agreement;

    18.2. information developed by the Subconsultant independent of its obligations hereunder; and

    18.3. information acquired by the Subconsultant from a third party unless delivered to the Subconsultant in breach of confidentiality agreements between said third party and Stantec or the Client.

    The Subconsultant agrees it must have the prior written consent from Stantec in order to use the Project, its portion of the work or Stantec's name in promotional material, publicity releases or advertising.

19. **DELIVERABLES:** One legible copy of all field notes, drawings, prints and plans prepared under the terms of this AGREEMENT shall be delivered by the Subconsultant to Stantec upon completion of the Services.

20. **INDEPENDENT CONTRACTOR:** For the purposes of this Agreement and all of the Services to be provided hereunder, the Subconsultant shall be, and shall remain throughout the currency hereof, an independent entity and not the agent or employee of the Client or Stantec. All personnel furnished by the Subconsultant shall be under the supervision and control of the Subconsultant. The Subconsultant shall have no authority to make any statements, representations or commitments of any kind or to take any action which may be binding upon the Client or Stantec, except as provided for herein or authorized by the Client or Stantec.

21. **REPRESENTATIVE:** For all purposes of this Agreement, the person named as Subconsultant's representative in Attachment "A" or such representative's duly appointed successor shall be responsible for coordinating the services of the Subconsultant's personnel under this Agreement and with full authority to bind and represent the Subconsultant.

22. **ASSIGNMENT:** The Subconsultant shall not assign this Agreement or subcontract all or any portion of the Services without Stantec's prior written approval. Any such approval shall not relieve the Subconsultant from its responsibilities as set out in this Agreement. Any such approved subcontractor shall accept the same responsibilities, obligations and liabilities towards the Subconsultant as the Subconsultant accepts towards Stantec hereunder.

23. **DELAYS:** Neither party to this Agreement shall be liable to the other party for delays in performing the Services, or the direct or indirect cost resulting from such delays, that may result from labor strikes, riots, war, acts of governmental authorities, extraordinary weather conditions or other natural catastrophe, or any other cause beyond the reasonable control or contemplation of either party.

24. **SUSPENSION:** The Subconsultant shall, upon written notice from Stantec, suspend, delay or interrupt all or part of the Services. In such an event, the Subconsultant shall resume the Services upon written notice from Stantec and an appropriate extension of time will be mutually agreed upon and added to the Subconsultant's time of performance.

25. **ATTACHMENT:** Clauses further defining or limiting the Subconsultant's rights and obligations are appended hereto as Attachment "A" and are hereby incorporated into this Agreement.

26. **TERMINATION:** Stantec shall have the right to terminate the whole or any part of this Agreement for its convenience. After termination, the Subconsultant shall be reimbursed for the Services properly rendered and necessary expenses to the termination date upon submission to Stantec of detailed supporting invoices. The Subconsultant shall not be entitled to profit or other compensation for any Services not performed.

    If, during performance of the Services:

    26.1. the Subconsultant becomes insolvent or makes a general assignment for the benefit of its creditors; files or has filed against it a petition in bankruptcy or an attachment or execution is levied upon any of its property used hereunder, or a receiver is appointed for its business;

    26.2. any legal proceeding is commenced against the Subconsultant that, in the opinion of Stantec, interferes with the performance and satisfactory completion of the Services;

    26.3. the Subconsultant fails or refuses to proceed with the Services in a prompt, safe and diligent manner, to supply adequate equipment or properly skilled employees;

    26.4. the Subconsultant fails to pay promptly all monies due any of its Subconsultants for services, labor or materials used in connection with the Services; or

    26.5. the Subconsultant fails or refuses to proceed in full compliance with all provisions of this Agreement;

then the Subconsultant shall be deemed to be in default and Stantec, without prejudice to any other rights or remedy it may have, may give the Subconsultant notice in writing setting forth the particulars of such default. Unless such default is corrected within seven (7) days from the date of the said notice, Stantec, at its option, may terminate this Agreement.

27. **AMENDMENTS:** Attachment "A" attached hereto, together with any exhibits thereto, and the clauses contained herein all form part of the Agreement between Stantec and the Subconsultant. This Agreement may be altered, amended or repealed only by a written instrument duly executed by both parties.

28. **ENTIRE AGREEMENT:** Any Services provided for herein which were performed or caused to be performed by the Subconsultant prior to the effective date shall be deemed to have been performed under this Agreement. This Agreement constitutes the entire agreement between the parties hereto relating to the subject matter hereof and supersedes any previous agreements or understandings.

29. **SERVICES FOR CLIENT:** The parties hereto acknowledge that the Services to be rendered by the Subconsultant hereunder are for the direct benefit of the Client. Notwithstanding that the Client has not executed this Agreement, and the Subconsultant is required hereunder to render the Services and perform all obligations described in this Agreement to the satisfaction of Stantec, the Client is and shall be deemed to be a party entitled to the benefit of the Services rendered by, and the performance of the obligations of, the Subconsultant and may with or without joining Stantec take whatever action it deems necessary, including action at law or in equity directly affecting or involving the Subconsultant, to enforce the performance of this Agreement or to obtain compensation or damages with respect to any matter arising out of or connected with the existence of this Agreement, the performance thereof by the Subconsultant or any action or omission of the Subconsultant in connection therewith to the same extent and in the same manner as though the Client were a party hereto. Nothing in this clause shall in any way detract from or diminish the rights of Stantec contained in or arising from the provisions of this Agreement to enforce the performance of the Subconsultant's obligations hereunder either pursuant to any provision hereof or to any right which may accrue to Stantec either at law or in equity.

30. **DISPUTE RESOLUTION:** If requested in writing by either the Subconsultant or Stantec, the Subconsultant and Stantec shall attempt to resolve any dispute between them arising out of or in connection with this Agreement by entering into structured non-binding negotiations with the assistance of a mediator on a "without prejudice" basis. The mediator shall be appointed by agreement of the parties. The Parties agree that any actions under this Agreement will be brought in the appropriate court in the jurisdiction of the Governing Law, or elsewhere by mutual agreement. Nothing herein however prevents Stantec from any exercising statutory lien rights or remedies in accordance with legislation where the project site is located. Notwithstanding the foregoing, Subconsultant may be joined in a proceeding relating to Subconsultant's Services in any court of competent jurisdiction, when initiated by Client or a third party. The prevailing party shall be entitled to recover their reasonable legal fees and other costs related to the dispute.

31. **SUCCESSORS:** This Agreement inures to the benefit of and is binding upon Stantec, its successors and assigns, and the Subconsultant and its successors and permitted assigns.

32. **WORDS:** In this Agreement, words importing the singular number only shall include the plural and vice versa. Words importing the male gender shall also include the female gender and vice versa.

33. **SEVERABILITY:** If any term, condition or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall be binding on the Subconsultant And Stantec.

34. **CONTRA PROFERENTEM:** The parties agree that in the event this Agreement is subject to interpretation or construction by a third party, such third party shall not construe this Agreement or any part of it against either party as the drafter of this Agreement.

35. **PROTECTION OF PRIVACY LAWS:** The parties acknowledge that information relating to an identified or identifiable person ("Personal Information") may be exchanged in the course of this Project pursuant to this Agreement.

    The party disclosing Personal Information (the "Disclosing Party") warrants that is has all necessary authorizations and approvals required to process and disclose the Personal Information and to enable the party receiving the Personal Information (the "Receiving Party") to process it in performing the Services. The Disclosing Party will provide the Receiving Party with written notice containing the details of what Personal Information will be provided.

    The Receiving Party will comply with any reasonable instruction from the Disclosing Party in respect of such Personal Information and implement appropriate technical and organization measures to protect the Personal Information against unauthorized or unlawful processing and accidental loss, theft, use, disclosure, destruction and/or damage.

    The Receiving Party shall be permitted, upon prior written consent of the Disclosing Party, to transfer Personal Information outside the jurisdiction if required for performance of the Services provided that such transfers are in accordance with relevant and applicable requirements under applicable legislation. The Receiving Party shall provide the Disclosing Party with full cooperation and assistance in meeting its obligations under applicable privacy legislation, including in relation to the security of processing, the notification of Personal Information breaches, the notification of requests from individuals and Personal Information protection impact assessments.

    On termination of this Agreement, the Receiving Party shall cease processing Personal Information and shall delete and destruct or return to the Disclosing Party (as the Disclosing Party may require) all Personal Information held or processed by the Receiving Party on the Disclosing Party's behalf. It is understood however, that the Receiving Party may need to keep a copy of all Personal Information for legal purposes and therefore it will continue to take reasonable steps to protect the Personal Information as outlined herein and will proceed with the destruction of the Personal Information within a reasonable period of time if there is no longer any legal justification to keep the Personal Information.

Nothing herein relieves either party from their responsibilities for compliance with applicable privacy legislation.

36. **COUNTERPARTS:** This Agreement may be executed in one or more counterparts. Each counterpart shall be deemed an original, but all of which together shall constitute one and the same instrument. Execution and delivery of this Agreement may be evidenced by facsimile transmission.

IN WITNESS WHEREOF the parties hereto have duly executed and entered into this Agreement the day and year first above written.

The Parties, intending to be legally bound, have made, accepted and executed this Agreement as of the Agreement Date noted above:

Choose Stantec entity and click OK button	**Sub Consultant Company Name**
Name and Title of signor	Name and Title of signor IF NOT KNOWN select delete to clear this field for printing.
Print Name and Title	Print Name and Title
Signature _____	Signature _____
Name and Title of signor IF NOT KNOWN select delete to clear this field for printing.	Name and Title of signor
Print Name and Title	Print Name and Title
Signature _____	Signature _____

Stantec

SUBCONSULTANT AGREEMENT
ATTACHMENT "A"

Attached to and forming part of the Agreement

Between:

Choose Stantec entity and click OK button
(hereinafter called "Stantec")

- and -

Sub Consultant Company Name
(hereinafter called the "Subconsultant")

EFFECTIVE: January 1, 2020

This Attachment further details the conditions under which the Services will be provided by the Subconsultant.

The Subconsultant's representative shall be Sub Consultant representative and title

The scope of Services is to include:

Delete these instructions and enter in any format the details you wish to use to express Scope of Services

Payment for Services shall be:

Enter fee details (specifying, for example, any fixed fee, charges to an upset limit using Rate Tables or other arrangements, milestone payments, holdbacks - if any, etc.) or reference an attachment detailing fees (see PAYMENT clause for payment terms).

Total Compensation Limit is Limit of Compensation

Before any Services are provided under this Agreement, Subconsultant shall procure and maintain in effect insurance coverage in amounts not less than the greater of the amounts set forth below or the amounts required in the Prime Agreement.

A. **Workers' Compensation and Employer's Liability:**

United States: as prescribed by applicable law, including an all states endorsement, and Employer's Liability in the amount of not less than $1,000,000.

Canada: Workers Compensation as prescribed by applicable law. Employer's Contingent Liability and Employer's Liability cover shall be included in the General Liability policy, clause B below.

B. **General Liability:** Commercial general liability insurance for personal and bodily injury, including death, and property damage in the amount of $1,000,000 combined single limit each occurrence and $2,000,000 in the aggregate. **Stantec and Stantec's Client, or a Third Party designated by either, shall be named as an "additional insured" under the policy.**

C. **Automobile Liability:** Automobile liability insurance for personal and bodily injury, including death and property damage in the amount of $1,000,000 each occurrence.

D. **Professional Liability:** Professional liability insurance for damages incurred by reason of any negligent act, error or omission committed, or alleged to have been committed by Subconsultant in the amount of $1,000,000 per claim and in the aggregate. When Subconsultant's Services involve exposure to environmental liability the policy shall include Pollution Liability Coverage. If the Services involve operational exposure to environmental liability (i.e. drilling, UST removal, excavation), the policy shall also afford Pollution Liability Coverage.

E. **General:** All policies shall be primary. Any insurance or self-insurance maintained by Stantec shall be excess and non-contributory. Waiver of subrogation shall be included under all policies. (Canada: except Automobile Liability). Approval of insurance shall not relieve or decrease the liability of the Subconsultant and shall not be construed to be a limitation of liability of the Subconsultant. Policies shall be written by companies licensed to do business in the jurisdiction where the Services are being rendered and the companies shall be subject to the approval of Stantec.

F. **Certificates:** Subconsultant shall provide certificates of insurance evidencing coverage required above, which reference Stantec's job number or all projects for Stantec. Each certificate shall provide that the coverage therein afforded shall not be cancelled except with an unqualified thirty days prior written notice to Stantec, except for non-payment of premium, in which case notice shall be ten days. Should this occur, Subconsultant shall procure and furnish to Stantec prior to such effective date new certificates conforming to the above coverage requirement. Replacement certificates evidencing renewal or replacement shall be provided to Stantec prior to the expiry date of any policy. Subconsultant shall not have the right to receive any payment under the Agreement until certificates are received and approved by Stantec.

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)

FLORIDA REGISTRATIONS

As of October 1, 2019, the Florida Board of Professional Engineers no longer provides firm licensures/registrations as a physical document, just as an online registration. We have provided proof of registration via screenshot of our firm's current registration on FBPE's website.

Licensee

Name:	**STANTEC CONSULTING SERVICES INC**	License Number:	
Rank:	**Architect Business Information**	License Expiration Date:	
Primary Status:	**Current**	Original License Date:	**02/26/2013**

Related License Information

License Number	Status	Related Party	Relationship Type	Relation Effective Date	Rank	Expiration Date
98495	Current, Active	BURNETT, ANDREW WYLIE	Qualifying Architect	04/20/2021	Architect	02/28/2023
98495	Current, Active	BURNETT, ANDREW WYLIE	Responsible Supervisor	12/01/2018	Architect	02/28/2023
95422	Null and Void	REAGAN, MICHAEL J DBA:STANTEC CONSULTING SERVICES INC	Responsible Supervisor	07/31/2015	Architect	02/28/2019

Licensee

Name:	**STANTEC CONSULTING SERVICES INC.**	License Number:	**27013**
Rank:	**Registry**	License Expiration Date:	
Primary Status:	**Current**	Original License Date:	**05/30/2006**

Related License Information

License Number	Status	Related Party	Relationship Type	Relation Effective Date	Rank	Expiration Date
64325	Current, Active	GRAF, ROBERT J	Registry		Professional Engineer	02/28/2023

Licensee

Name:	**STANTEC CONSULTING SERVICES INC**	License Number:	
Rank:	**Landscape Architecture Business Info**	License Expiration Date:	
Primary Status:	**Current**	Original License Date:	**04/09/2013**

Related License Information

License Number	Status	Related Party	Relationship Type	Relation Effective Date	Rank	Expiration Date
1503	Current, Active	MORROW, KEITH WILLIAM DBA:STANTEC CONSULTING SERVICES INC	Landscape Architect	04/24/2019	Registered Landscape Architect	11/30/2021

CERTIFICATE OF INSURANCE