

Memorandum



Date: October 18, 2022

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

Agenda Item No. 8(M)(1)

From: Daniella Levine Cava
Mayor

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

Resolution No. R-1002-22

Subject: Contract Award Recommendation for Professional Services for the Department of Solid Waste Management's Mosquito Control Complex – Contract No: 16469-DSWM20-PSA, ISD Project No.: A20-DSWM-01; to Gurri Matute, P.A.

EXECUTIVE SUMMARY

The purpose of this item is to gain authorization by the Board of County Commissioners (Board) to enter into a two-year Professional Service Agreement (PSA) with Gurri Matute, P.A., to perform Professional Services for the design of the Department of Solid Waste Management's (DSWM) Mosquito Control Complex. The Mosquito Control Complex has become inadequate to support the functions necessary to provide effective control of the mosquito population throughout the Miami-Dade County area and prevent the spread of diseases such as Zika and other mosquito-borne illnesses. The new Mosquito Control Complex will have various structures inclusive of an office, laboratory, and operations building, as well as a storage facility and parking areas. Services will be managed with the issuance of individual task-oriented work orders.

RECOMMENDATION

This Recommendation for Award for PSA Contract Number 16469-DSWM20-PSA, ISD Project Number A20-DSWM-01 between Gurri Matute, P.A., and the County has been prepared by the Department of Solid Waste Management and is recommended for approval for a total contract amount not to exceed \$626,780.00, inclusive of a contingency allowance amount of \$56,980.00.

SCOPE

The Consultant shall provide professional engineering services for the final design and the preparation of a complete set of construction documents for DSWM's Mosquito Control Complex (the "Project").

Elements of the work include, but are not limited to, preparation of a complete set of construction documents, approved by the corresponding building authority, technical specifications, preparation of the engineer's estimate of probable construction cost, technical assistance throughout the bid, and award process, and technical support during construction. The scope of work shall include all the necessary coordination with all involved agencies and organizations, including but not limited to DSWM, pertinent municipalities and institutions, and all the appropriate permitting agencies. Elements of the work include but are not limited to: (i) topographic, boundary, and tree surveys; (ii) identification of setbacks, right-of-way, and easements; (iii) geotechnical study, demolitions, building architecture, and engineering; (iv) site development, including existing utility identification and relocation, as required; (v) stormwater management; (vi) lighting; and (vii) landscaping. The Project is located on a portion of a closed landfill site and requires the design of biosafety 3 rated laboratories and other related biological laboratory facilities.

Services will consider the following:

- Consider local impacts of expected future sea-level rise, per Resolution No. R-451-14 and Ordinance No. 14-79.

- Roofing materials shall comply with the Miami-Dade County Board of County Commissioners' "Cool Roofs" Resolution, No. R-54-18.
- The design shall comply with Miami-Dade Implementing Order No. 8-8, "Sustainable Buildings Program," per which all new construction projects shall be required to attain a "Silver" or higher-level rating under the LEED-NC Rating System.
- Install Electric Vehicle (EV) Charging Stations Ordinance 19-17 and Resolution No. R-1101-15.
- Include Life Cycle Cost Analysis (LCCA) (County Administrative Order AO 11-3).
- Consider Green Procurement Preference Program (Resolution 1053-09).

The Scope of Services for ISD Project No. A20-DSWM-01 comprises the above tasks as applied to various buildings and structures located throughout DSWM's Mosquito Control Complex (See Attachment A).

BACKGROUND

The Department of Solid Waste Management's (DSWM) Mosquito Control Complex has become inadequate to support the functions necessary to provide effective control of the mosquito population throughout the Miami-Dade County area and prevent the spread of diseases such as Zika and other mosquito-borne illnesses.

FISCAL IMPACT/FUNDING SOURCE

FUNDING SOURCE:	<u>SOURCE</u>	<u>PROGRAM NUMBER</u>	<u>SITE #</u>	<u>AMOUNT</u>
	CIIP Program Revenues (Countywide Infrastructure Investment Plan)	2000001394	3002600	\$626,780.00

Adopted Budget and Multi-Year Capital Plan FY 2021-22, Volume 3, Page 61

OPERATIONS COST IMPACT / FUNDING: Not Applicable, this is a PSA for professional services.

MAINTENANCE COST IMPACT / FUNDING: Not Applicable, this is a PSA for professional services.

LIFE EXPECTANCY OF ASSET: Not Applicable, this is a PSA for professional services.

PTP FUNDING: No

GOB FUNDING: No

ARRA FUNDING: No

CAPITAL BUDGET PROJECTS:

CAPITAL BUDGET PROGRAM # - DESCRIPTION

2000001394 - Mosquito Control and Habitat Management Building

Adopted FY 2021-22 Budget and Multi-Year Capital Plan, Vol 3, Page 61, Department of Solid Waste Management (See Attachment B) 626,780.00

CAPITAL BUDGET PROJECTS TOTAL: 626,780.00

PROJECT	<u>TYPE</u>	<u>CODE</u>	<u>DESCRIPTION</u>
TECHNICAL	Prime	14.00	ARCHITECTURE
CERTIFICATION	Prime	18.00	ARCHITECTURE CONSTRUCTION MANAGEMENT
REQUIREMENTS:	Other	9.02	GEOTECHNICAL AND MATERIALS
			ENGINEERING SERVICES
	Other	10.01	STORMWATER DRAINAGE DESIGN
			ENGINEERING SERVICES
	Other	10.03	BIOLOGY SERVICES
	Other	10.05	CONTAMINATION ASSESSMENT AND MONITORING
	Other	10.08	PATHOGEN AND CONTAMINANT RISK ANALYSIS
	Other	11.00	GENERAL STRUCTURAL ENGINEERING
	Other	12.00	GENERAL MECHANICAL ENGINEERING
	Other	13.00	GENERAL ELECTRICAL ENGINEERING
	Other	15.01	LAND SURVEYING
	Other	15.03	UNDERGROUND UTILITY LOCATION
	Other	16.00	GENERAL CIVIL ENGINEERING
	Other	20.00	LANDSCAPE ARCHITECTURE
SUSTAINABLE BUILDINGS ORDINANCE (I.O NO. 8-8):	Did the Notice to Professional Consultants contain Specific Language requiring compliance with the Sustainable Buildings Program?		
	Yes, if applicable – LEED Certified		
SEA LEVEL RISE (ORD. NO. 14-79):	The impact of sea level rise will be considered where applicable.		
NTPC'S DOWNLOADED:	129		
PROPOSALS RECEIVED:	5		
TOTAL CONTRACT PERIOD:	730 Days. Excludes Warranty Administration Period.		
CONTINGENCY PERIOD:	73 Days. Based on term of the contract.		
IG FEE INCLUDED:	Yes		
ART IN PUBLIC PLACES:	No		
BASE ESTIMATE:	\$569,800.00		
BASE CONTRACT AMOUNT:	\$569,800.00		
CONTINGENCY ALLOWANCE (SECTION 2-8.1 MIAMI DADE COUNTY CODE):	TYPE	PERCENT	AMOUNT COMMENT
	PSA	10%	\$56,980.00

TOTAL DEDICATED \$0.00
ALLOWANCE:

TOTAL AMOUNT: \$626,780.00

DELEGATED AUTHORITY

The resolution authorizes the County Mayor or County Mayor’s designee to execute the PSA, in substantially the form attached hereto and made a part hereof, and to exercise all provisions contained therein, including options to renew and cancellation provisions.

TRACK RECORD/MONITOR

SBD HISTORY OF None
VIOLATIONS:

EXPLANATION: A Notice to Professional Consultants was advertised on February 1, 2021. Five (5) proposals were received by the submittal deadline of March 10, 2021. The proposals submitted by RE Chisholm Architects, Inc. and Silva Architect, LLC were deemed non-compliant with the Small Business Enterprise - Architectural and Engineering (SBE - A/E) Program. Consequently, the proposals from RE Chisholm Architects, Inc. and Silva Architect, LLC were not evaluated by the Competitive Selection Committee (CSC). Please refer to the Compliance Review Memorandum dated July 23, 2021 (See Attachment C). The CSC appointed by the County Mayor conducted a First-Tier Meeting on September 10, 2021, to evaluate the remaining three proposals that were deemed compliant with the Internal Services’ Small Business Enterprise – Architectural and Engineering (SBE-A/E) Program. The firms were evaluated in accordance with Section 2-10.4 of the Code, Implementing Order No. 3-34, and Administrative Order No. 3-39.

The Total and Adjusted Qualitative Scores for the firms were as follows: Firm No. 1, Gurri Matute, P.A. received 267; Firm No. 2, Architects International, Inc., received 260; and Firm No. 3, LIVS Associates LLC, received 256. All ties were broken using standard tie-breaking procedures, as described in the Notice to Professional Consultants.

Based on the CSC’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 CSC decided to forego Second Tier proceedings. The highest-ranked firm, Gurri Matute, P.A., was recommended for negotiations by the CSC. The County Mayor’s Designee, Director of the Internal Services Department (ISD), concurred with the CSC, and on January 19, 2022, the negotiation meeting was held.

After negotiations, the Negotiation Committee arrived at a not to exceed price of \$626,780.00 that was fair and reasonable to complete all tasks associated with the delivery of a complete design package during the design and permitting phases. Based on the above, it is recommended that this Agreement be awarded not to exceed the amount of \$626,780.00 (inclusive of the 10.00% contingency allowance amount of \$56,980.00) to Gurri Matute, P.A.

DUE DILIGENCE: Pursuant to Resolution No. R-187-12, and in accordance with ISD’s Procurement Guidelines, DSWM staff exercised due diligence to determine consultant

responsibility for Gurri Matute, PA. The lists that were referenced included, but were not limited to: convicted vendors, debarred vendors, delinquent contractors, suspended vendors, and federal excluded parties. There were no adverse findings relating to the Consultant's responsibility. There are nine (9) evaluations on record for Gurri Matute, P.A. in the Capital Improvements Information System, with an average rating of 3.9 out of a possible 4.0 points. (See Attachment D).

SUBMITTAL DATE: March 10, 2022

**ESTIMATED NOTICE
TO PROCEED:** July 10, 2022

**PRIME
CONSULTANT:** Gurri Matute, P.A.

**COMPANY
PRINCIPAL:** Jose G. Matute

**COMPANY
QUALIFIERS:** Daphne I. Gurri

**COMPANY EMAIL
ADDRESS:** daphneg@gurrimatute.com

**COMPANY STREET
ADDRESS:** 5001 SW 74th Court, Suite 208

**COMPANY CITY-
STATE-ZIP:** Miami, FL 33155

**YEARS IN
BUSINESS:** 25

**PREVIOUS
EXPERIENCE WITH
COUNTY IN THE
LAST THREE
YEARS:** According to the Firm History Report, as provided by the Division of Small Business Development, Gurri Matute, P.A. has held three contracts as Prime Contractor in the last three years, with a total value of \$ 3,154,427. Gurri Matute, P.A. held five contracts as a Sub-Contractor with a total value of \$1,688,450. There were no change orders (See Attachment E).

SUBCONSULTANTS: GEOSOL, Inc.
Avino & Associates, Inc.
Smart-Sciences, Inc.
SCS Engineers, Inc.
Douglas Wood Associates, Inc.
ESI Consulting Engineers, Inc.
HCS Engineers, LLC
HADONNE Corp.
Curtis & Rogers Design Studio, Inc.
Program Controls, Inc.

**MINIMUM
QUALIFICATIONS
EXCEED LEGAL
REQUIREMENTS:** No The Prime Consultant is preferred to have experience within the past four (4) years in the design of complex administration buildings and biological laboratories, or similar. It is preferred that the prime consultant demonstrate experience within the past four (4) years in obtaining LEED certifications. The prime consultant is preferred to have completed at least two (2) projects of similar work over the last four (4) years as described above. The expertise must be met by a qualified individual(s) of the prime firm.

Additionally, the prime consultant and/or the sub-consultant is preferred to have experience completing at least two (2) projects that included methane gas abatement and designing stormwater systems on contaminated sites and be familiar with Chapter 62.701 of the Florida Administrative Code.

REVIEW COMMITTEE: **SIGNOFF DATE:** November 17, 2020

APPLICABLE WAGES
(RESO NO. R-54-10):

No

**REVIEW COMMITTEE
ASSIGNED
CONTRACT
MEASURES:**

<u>TYPE</u>	<u>GOAL</u>	<u>ESTIMATED VALUE</u>	<u>COMMENT</u>
SBE-A&E	100.00%	\$626,780.00	(With the exclusion of MDC-TCC 10-08: PATHOGEN AND CONTAMINANT RISK ANALYSIS) (See Attachment F)

**MANDATORY
CLEARING HOUSE:**

N/A

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

Karina Careaga (305) 514-6669 karina.careaga@miamidade.gov

**PROJECT
MANAGER NAME /
PHONE / EMAIL:**

Felix Cepero (305) 514-6682 felix.cepero@gmail.gov

DEPARTMENT OF

SOLID WASTE MANAGEMENT
FINANCIAL CONCURRENCE:



ASSISTANT DIRECTOR OF
ADMINISTRATION, DSWM

2022/04/01

DATE

INDEX CODE(S):

APPROVED AS TO
LEGAL
SUFFICIENCY:


COUNTY ATTORNEY

08/04/2022

DATE

DEPARTMENT OF
SOLID WASTE MANAGEMENT
CONCURRENCE:



DIRECTOR, DSWM

Aug 8, 2022

DATE

BUDGET
APPROVAL
FUNDS AVAILABLE:



BUDGET DIRECTOR

4/14/2022

DATE

APPROVED PURSUANT
TO SECTION 2-8.1 OF
THE CODE:



CHIEF OPERATIONS OFFICER

9/9/2022

DATE

CLERK:

DATE

ATTACHMENT A

SCOPE OF SERVICES

Elements of the work include, but are not limited to, preparation of a complete set of construction documents, submittal of the construction documents for “dry-run” approval by RER, respond to individual deficiencies as they are identified by the various permitting agencies, obtain “dry-run” approval from RER, preparation of technical specifications, preparation of the engineer's estimate of probable construction cost, technical assistance throughout the bid and award process, and technical support during construction. The scope of work shall include all the necessary coordination with all involved agencies and organizations, including but not limited to, DSWM, pertinent municipalities and institutions and all the appropriate permitting agencies. Elements of the work include, but are not limited to: (i) topographic, boundary, and tree surveys; (ii) identification of zoning, setbacks, right-of-way, and easements; (iii) geotechnical study, demolitions, building architecture and engineering; (iv) site development, including existing utility identification and relocation, as required; (v) storm water management; (vi) lighting; and (vii) landscaping. The Project is located on a portion of a closed landfill site and requires the design of biosafety 3 rated laboratories, and other related biological laboratory facilities.

Resilience requirements:

- The project will incorporate impacts of future sea level rise in the design, planning and construction of the project per Resolution No. R-451-14 and Ordinance No. 14-79.
- Roofing materials shall comply with the Miami-Dade County Board of County Commissioners “Cool Roofs” Resolutions, No. R-1103-10 and No. R-54-18.
- The design shall comply with Miami-Dade Implementing Order No. 8-8, “Sustainable Buildings Program” per which all new construction projects shall be required to attain “Silver” or higher-level rating under the LEED-NC Rating System.
- Electric Vehicle (EV) Charging Stations (Ordinance 19-17); Resolution No. R-1101-15.
- Life Cycle Cost Analysis (LCCA) (County Administrative Order AO 11-3).
- Green Procurement Preference Program (Resolution 1053-09).

The new Mosquito Control complex shall preliminarily include, but shall not be necessarily limited to, buildings and structures to house the following Mosquito Control functions/facilities and equipment:

Administration Building

- *1 lunch room/lounge*
- *22 offices*
- *1 reception area.*
- *1 set of men's and women's bathrooms*
- *6 computer stations for field personnel*
- *1 area for exhibits display*
- *1 storage area for outreach and educational material*
- *1 conference Room*
- *Fire suppression system*

Laboratory Building

- *1 chemistry lab*

EXHIBIT 1

- 1 biosafety lab 3 (BSL3)
- 1 main lab
- 1 molecular lab
- 1 insectary
- 1 set of men's and women's bathrooms
- Fire suppression system

The laboratory Building may be an independent building or annexed to the Administration Building.

Operations Building

- 1 office.
- 1 training room for 100 people, with movable partitions, including 1 conference room for 65 people.
- 1 machine shop.
- 1 mechanical workshop (4 workstations/bays) – air conditioned, with garage doors
- 1 spare parts storage/warehouse
- 1 area for battery recharging and storage
- 1 mosquito trap storage area
- 1 pesticide mixing area and truck dispensing/loading bay
- 1 forklift parking area
- 1 set of men's and women's bathrooms with respective lockers and showers
- Fire suppression system

Pesticide Storage

- Climate controlled
- For non-flammable pesticide
- Fire suppression system

Breeding Area

- Sentinel chickens/rabbits.
- Mosquito control fish

Emergency Generator

- 1 emergency generator for the whole complex

Parking & Site Access

- 25 covered spots for pickup trucks up to 0.25 tons, with solar panels
- 50 uncovered spots for fleet
- 75 uncovered spots for staff private cars and visitors
- Entrance gate and site access

Utilities

- All required utility connections

Existing Structures

- Evaluate and plan, if required, demolition/removal of warehouse, existing building, trailer and containers

FY 2021 - 22 Adopted Budget and Multi-Year Capital Plan

MOSQUITO CONTROL AND HABITAT MANAGEMENT BUILDING**PROGRAM #: 2000001394**

DESCRIPTION: Construct a new 9,000 sq ft LEED Silver certified facility to house Mosquito Control and Habitat Management operations; provide drainage improvements to address ongoing flooding; improve vehicular flow to include resurfacing and striping

LOCATION: 8901 NW 58 St
Unincorporated Miami-Dade County

District Located: 12
District(s) Served: Countywide

REVENUE SCHEDULE:	PRIOR	2021-22	2022-23	2023-24	2024-25	2025-26	2026-27	FUTURE	TOTAL
CIIP Program Revenues	0	0	285	3,885	2,930	0	0	0	7,100
Capital Asset Series 2021A Bonds	470	0	0	0	0	0	0	0	470
TOTAL REVENUES:	470	0	285	3,885	2,930	0	0	0	7,570
EXPENDITURE SCHEDULE:	PRIOR	2021-22	2022-23	2023-24	2024-25	2025-26	2026-27	FUTURE	TOTAL
Construction	0	0	0	3,700	2,200	0	0	0	5,900
Planning and Design	0	320	200	185	90	0	0	0	795
Project Contingency	0	0	0	0	640	0	0	0	640
Technology Hardware/Software	0	150	85	0	0	0	0	0	235
TOTAL EXPENDITURES:	0	470	285	3,885	2,930	0	0	0	7,570

UNFUNDED CAPITAL PROJECTS

PROJECT NAME	LOCATION	(dollars in thousands) ESTIMATED PROJECT COST
HICKMAN GARAGE - BUILDING IMPROVEMENTS	270 NW 2 St	2,600
RESOURCES RECOVERY FACILITY - NEW	To Be Determined	1,600,000
TRAINING AND EDUCATION FACILITY - NEW	To Be Determined	2,000
TRASH AND RECYCLING CENTER (WEST) - NEW	To Be Determined	5,650
UNFUNDED TOTAL		1,610,250

Memorandum



DATE: July 23, 2021

TO: Namita Uppal, Chief Procurement Officer
Internal Services Department

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

SUBJECT: Compliance Review
Professional Engineering Services for Department of Solid Waste Management's Mosquito Control Complex
Project # A20-DSWM-01

Small Business Development (SBD) a Division of the Internal Services Department (ISD), has completed its review of the subject project for compliance with the Small Business Enterprise Architectural and Engineering Services Program (SBE-A&E). The contract measure established for this project was a 100.00% SBE-A&E Set-Aside with the exclusion of technical category 10.08, Pathogen and Contaminant Risk Analysis.

The Strategic Procurement Division (SPD) of the Internal Services Department (ISD) submitted proposals which included the required certificate of assurance form from the following consultants for compliance review: Architects International, Inc., RE Chisholm Architects, Inc., Gurri Matute PA, LIVS Associates and Silva Architects, LLC. The following is the pre-award compliance status and summary.

FIRM:

1. ARCHITECTS INTERNATIONAL, INC.
2. RE CHISHOLM ARCHITECTS, INC.
3. SILVA ARCHITECTS, LLC
4. GURRI MATUTE PA
5. LIVS ASSOCIATES

STATUS:

COMPLIANT
NON-COMPLIANT
NON-COMPLIANT
COMPLIANT
COMPLIANT

SUMMARY:

Architects International, Inc., (#1) a certified SBE-A&E firm, submitted a utilization plan committing to perform the following TCs with their own forces: 11.00 – general structural engineering, 14.00 – architecture and 18.00 architectural construction management at 42.62%. Architects International, Inc. also committed to utilize the following certified SBE-A&E sub-consultants to meet the 100% SBE-A&E Set-Aside measure: A.D.A. Engineering, Inc. to perform the following TCs: 12.00 - general mechanical engineering, 13.00 - general electrical engineering and 16.00 - general civil engineering at 15.00%; GSLA Design, Inc. to perform TC 20.00 - landscape architecture at 7.00%; HR Engineering Services, Inc. to perform TC 9.02 – geotechnical and materials engineering services at 7.69%; Miami Environmental & Civil Engineering, LLC to perform the following TCs: 10.01 – stormwater drainage design engineering services and 10.05 contamination assessment and monitoring at 10.00%; Robayna and Associates, Inc. to perform the following TCs: 15.01 – surveying and mapping – land surveying and 15.03 – underground utility location at 10.00% and Smart-Sciences, Inc. to perform the following TCs: 10.03 - biology services and 10.05 contamination assessment and monitoring at 7.69%. Architects International, Inc. also listed Nova Consulting, Inc., a non-certified SBE-A&E firm to perform the excluded TC, 10.08 – pathogen and contaminant risk analysis. The prime and each sub-consultant confirmed their participation via SBD's Business Management Workforce System.

Architects International, Inc. has met the 100% SBE-A&E Set-Aside measure. Architects International, Inc. is in compliance with the Small Business measure established for this contract.

RE Chisholm Architects Inc, (#2) a certified SBE-A&E firm, submitted a utilization plan committing to perform the following TCs with their own forces: 11.00 – general structural engineering, 14.00 – architecture and 18.00 architectural construction management at 20.00%. RE Chisholm also committed to utilize the following certified SBE-A&E sub-consultants to meet the 100% SBE-A&E Set-Aside measure: A.D.A. Engineering, Inc. to perform the following TCs: 10.01 – stormwater drainage design engineering services, 10.05 contamination assessment and monitoring, 12.00 - general mechanical engineering, 13.00 - general electrical engineering and 16.00 - general civil engineering at 20.00%; Douglas Wood Associates, Inc. to perform TC 11.00 – general structural engineering at 20.00%; Laura Llerena And Associates Inc to perform TC 20.00 - landscape architecture at 20.00% and Miller, Legg & Associates, Inc. to perform the following TCs: 10.03- biology services 15.01 – survey and mapping - land surveying and 15.03 – underground utility location at 20.00%. RE Chisholm Architects, Inc. committed to utilize Geosyntec Consultants, Inc., a non-certified SBE-A&E firm to perform the excluded TC, 10.08 – pathogen and contaminant risk analysis. RE Chisholm Architects, Inc. also listed American Testing Materials Engineering, LLC, to perform TC 9.02 – geotechnical and materials engineering services, however American Testing Materials Engineering, LLC withdrew from the SBE-A&E program on June 9, 2021 and is therefore not eligible to participate as a certified SBE-A/E on a SBE-A/E set-aside project.

Pursuant to Section VIII. D. 3. of Implementing Order 3-22, Small Business Enterprise Architecture and Engineering Program states:

- D. The following shall constitute a violation of this Implementing Order as they relate to an agreement that is set-aside:
- 3. The utilization of a non-certified CBE-A/E, or a prime successful proposer not meeting CBE-A/E Program set-aside requirements;

RE Chisholm Architects, Inc. was notified of its non-compliance on July 14, 2021. RE Chisholm did not request a meeting within five (5) business days from the notice of non-compliance. RE Chisholm is not in compliance with the Small Business measure established for this contract.

Silva Architects, LLC, (#3) a certified SBE-A&E firm, submitted a utilization plan committing to perform the following TCs with their own forces: 14.00 – architecture and 18.00 architectural construction management at 49.00%. Silva Architects, LLC also committed to utilize the following certified SBE-A&E sub-consultants to meet the 100% SBE-A&E Set-Aside measure: A.D.A. Engineering, Inc. to perform the following TCs: 10.01 – stormwater drainage design engineering services, 10.05 contamination assessment and monitoring and 16.00 - general civil engineering at 5.00%; Curtis & Rogers Design Studio, Inc. to perform TC 20.00 - landscape architecture at 3.00%; DDA Engineers, P. A. to perform 11.00 – general structural engineering at 16.00%; Fraga Engineers, LLC to perform the following TCs: 12.00 - general mechanical engineering and 13.00 - general electrical engineering at 22.00%; HP Consultants Inc. to perform 9.02 – geotechnical and materials engineering services at 2.00%; J. Bonfill & Associates, Inc. to perform the following TCs: 15.01 – survey and mapping - land surveying and 15.03 – underground utility location at 2.00%. Silva Architects, LLC also listed Wood Environment & Infrastructure Solutions, Inc., a non-certified SBE-A&E firm to perform the excluded TC, 10.08 – pathogen and contaminant risk analysis. Silva Architects, LLC also committed to utilize Sandra Walters Consultants Inc., a non certified SBE-A&E firm to perform TC 10.03 - biology services at 1.00%.

Pursuant to Section VIII. D. 3. of Implementing Order 3-22, Small Business Enterprise Architecture and Engineering Program states:

- D. The following shall constitute a violation of this Implementing Order as they relate to an agreement that is set-aside:
- 3. The utilization of a non-certified CBE-A/E, or a prime successful proposer not meeting CBE-A/E Program set-aside requirements;

Silva Architects, LLC was notified of its non-compliance on June 23, 2021. Silva Architects, LLC did not request a meeting within five (5) business days from the notice of non-compliance. Silva Architects, LLC fell short of the 100% SBE-A&E Set-Aside measure. Silva Architects, LLC is not in compliance with the Small Business measure established for this contract.

Gurri Matute PA, (#4) a certified SBE-A&E firm, submitted a utilization plan committing to perform the following TCs with their own forces: 14.00 – architecture and 18.00 architectural construction management at 61.00%. Gurri Matute PA also committed to utilize the following certified SBE-A&E sub-consultants to meet the 100% SBE-A&E Set-Aside measure: Avino & Associates, Inc. to perform the following TCs: 10.01 – stormwater drainage design engineering services and 16.00 - general civil engineering at 5.00%; Curtis & Rogers Design Studio, Inc. to perform TC 20.00 - landscape architecture at 2.00%; Douglas Wood Associates, Inc. to perform 11.00 – general structural engineering at 8.00%; ESI Consulting Engineers, Inc. to perform TC 12.00 - general mechanical engineering at 10.00%; Geosol, Inc. to perform TC 9.02 – geotechnical and materials engineering services at 1.00%; Hadonne Corp. to perform the following TCs: 15.01 – surveying and mapping – land surveying and 15.03 – underground utility location at 4.00%; HCS Engineers, LLC to perform TC 13.00 - general electrical engineering at 5.00% and Smart-Sciences, Inc. to perform the following TCs: 10.03 -biology services and 10.05 contamination assessment and monitoring at 2.00%. Gurri Matute PA, also listed Stearns Conrad and Schmidt Consulting Engineers, a non-certified SBE-A&E firm to perform the excluded TC, 10.08 – pathogen and contaminant risk analysis. The prime and each sub-consultant confirmed their participation via SBD's Business Management Workforce System.

Gurri Matute PA has met the 100% SBE-A&E Set-Aside measure. Gurri Matute PA, is in compliance with the overall Small Business measure established for this contract.

LIVS Associates, LLC, (#5) a certified SBE-A&E firm, submitted a utilization plan committing to perform the following TCs with their own forces: 13.00 - general electrical engineering, 14.00 – architecture and 18.00 architectural construction management at 61.00%. LIVS Associates, LLC also committed to utilize the following certified SBE-A&E sub-consultants to meet the 100% SBE-A&E Set-Aside measure: Absolute Civil Engineering Solutions, LLC to perform TC 9.02 – geotechnical and materials engineering services at 1.00%; Eastern Engineering Group Company to perform TC perform 11.00 – general structural engineering at 10.00%; Gartek Engineering Corporation to perform TC 12.00 - general mechanical engineering at 15.00%; Laura Llerena And Associates Inc to perform TC 20.00 - landscape architecture at 3.00%; Miami Environmental & Civil Engineering, LLC to perform the following TCs: 10.01 – stormwater drainage design engineering services, 10.05 contamination assessment and monitoring and 16.00 - general civil engineering at 5.00%; Miller, Legg & Associates, Inc. to perform the following TCs: 15.01 – surveying and mapping – land surveying and 15.03 – underground utility location at 3.00%; and Smart-Sciences, Inc. to perform the following TCs: 10.03 -biology services and 10.05 contamination assessment and monitoring at 2.00%. LIVS Associates, LLC also listed Nova Consulting, Inc., a non-certified SBE-A&E firm to perform the excluded, TC 10.08 – pathogen and contaminant risk analysis. The prime and each sub-consultant confirmed their participation via SBD's Business Management Workforce System.

LIVS Associates, LLC has met the 100% SBE-A&E Set-Aside measure. LIVS Associates, LLC is in compliance with the Small Business measure established for this contract.

SBD has verified that none of the aforementioned firms are listed with an open violation on the Compliance Report of Open and Closed Small Business Wage and/or Workforce Violations in the last three (3) years, as of July 22, 2021.

Please note that SBD staff reviewed for compliance with the SBE-A&E program only. The Strategic Procurement Division of ISD 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 Tyrone White, SBD Capital Improvement Project Specialist at (305) 375-2824.

Laurie Johnson, ISD

ATTACHMENT D



Capital Improvements Information System

Contractor Evaluations Report (All Contracts)

<u>Dept</u>	<u>Contract</u>	<u>Type</u>	<u>Contractor / Architect Name</u>	<u>Date</u>	<u>Rater</u>	<u>Period</u>	<u>Rate</u>
AV	EDP-AV-EF368	EDP	GURRI MATUTE, P.A.	2/27/2008	Tom Hart	Project conclusion or closeout	4.0
AV	EDP-AV-EF341-A	EDP	GURRI MATUTE, P.A.	8/5/2014	Ralph Cutie	Completion of study or design	4.0
AV	EDP-AV-EF341	EDP	GURRI MATUTE, P.A.	8/5/2014	Ralph Cutie	Completion of study or design	4.0
AV	EDP-AV-EF365	EDP	GURRI MATUTE, P.A.	8/7/2014	Ralph Cutie	Completion of study or design	4.0
AV	EDP-AV-SR-MIA-769-A	EDP	GURRI MATUTE, P.A.	8/12/2014	Ralph Cutie	Completion of study or design	3.9
AV	MIA-769-R-1	PSA	GURRI MATUTE, P.A.	8/12/2014	Ralph Cutie	Completion of construction	3.7
ID	Z00020	PSA	GURRI MATUTE, P.A.	2/9/2017	Hugo Velasquez	Interim	3.8
ID	Z00020	PSA	GURRI MATUTE, P.A.	2/9/2017	Hugo Velasquez	Project conclusion or closeout	3.8
ID	Z00099	PSA	GURRI MATUTE, P.A.	7/3/2018	Jose Montoya	Completion of study or design	3.7

WO: 1

Evaluation Count: 9 Contractors: 1 Average Evaluation: 3.9

Vendor Profile: Contracts

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

Gurri Matute, P.A.

System Vendor Number: 20097821

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	A16-MDAD-01: AIRPORT OPERATIONS CENTER DESI	DAPHNE I GURRI (change)		2/2/2019 to 2/2/2024	\$1,654,125	\$828,000
View	A08-PARK-01 GOB: GREYNOLDS PARK RENOVATIONS AND IMPROVEMENTS (SIC 871)	DAPHNE I GURRI (change)		7/2/2009 to 10/8/2020	\$750,000	\$618,316
View	A14-ISD-02 GOB: NF-PROFESSIONAL SERVICES AGREEMENT FOR THE RICHMOND HEIGHTS SHOPPING CENTER	DAPHNE I GURRI (change)		4/4/2017 to 12/31/2019	\$750,302	\$638,746
Number of contracts as prime: 3					\$3,154,427	\$2,085,063

Contracts as Subcontractor

Actions	Contract Number & Title	Sub Contact	Status	Prime	Current Subcontract	Paid Amount
View	E16-MDAD-02A: BAGGAGE HANDLING SYSTEMS SERV	Daphne Gurri (change)		JSM and Associates, LLC	\$165,413 5.00%	\$0
View	E16-MDAD-08B: GENERAL SPECIAL SYSTEMS ENG SV	DAPHNE I GURRI (change)		Burns & McDonnell Engineering Company, Inc.	\$110,275 5.00%	\$0
View	E16-MDAD-08: GENERAL SPECIAL SYSTEMS ENGINE	DAPHNE I GURRI (change)		Ross & Baruzzini Inc.	\$551,375 25.00%	\$21,300
View	E07-MDAD-01: NF-AVIATION PLANNING CONSULTANT SERVICES (SIC 871)	DAPHNE I GURRI (change)		AECOM Technical Services	\$56,250 7.50%	\$0
View	A14-MDAD-01: SOUTH & CENTRAL CHECKED BAGGAGE INSPECTION SYSTEMS (CBIS)/CHECKED BAGGAGE RECONCILIATION AREAS (CBRA)/BAGGAGE HANDLING SYSTEM (BHS) PROGRAM	DAPHNE I GURRI (change)		Burns & McDonnell Engineering Company, Inc.	\$805,138 5.00%	\$1,645,313
Number of contracts as subcontractor: 5					\$1,688,450	\$1,666,613



Small Business Development Division

Project Worksheet

Project/Contract Title: Professional Engineering Services for Department of Solid Waste Management's Mosquito Control Complex Upcoming Solicitation for Architectural and Engineering Services
Received Date: 9/17/2020
Project/Contract No: A-20-DSWM-01
Funding Source: Countywide Infrastructure Investment Plan
Department: Solid Waste Management
Estimated Cost of Project/Bid: \$626,780.00
Description of Project/Bid: Professional Engineering Services for Department of Solid Waste Management's Mosquito Control Complex Upcoming Solicitation for Architectural and Engineering Services

Contract Measures		
<u>Measure</u>	<u>Program</u>	<u>Goal Percent</u>
Set-Aside	SBE - A&E	100.00%
Reasons for Recommendation		
SMALL BUSINESS ENTERPRISE - ARCHITECTURAL & ENGINEERING (SBE-AE) An analysis of the factors contained in the project package, as well as the factors contained in Section V. C. of Implementing Order 3-32 indicates a Small Business Enterprise-Architectural & Engineering (SBE-A&E) Set-Aside with the exclusion of MDC-TCC 10-08: PATHOGEN AND CONTAMINANT RISK ANALYSIS, is appropriate for this project. DSWM has a need to establish a Professional Services Agreement (PSA) to provide engineering services for final design and the preparation of a complete set of construction documents for DSWM's Mosquito Control Complex. MDC-TCC 11 GENERAL STRUCTURAL ENGINEERING, MDC-TCC 12 GENERAL MECHANICAL ENGINEERING, MDC-TCC 13 GENERAL ELECTRICAL ENGINEERING, MDC-TCC 14 ARCHITECTURE, MDC-TCC 16 GENERAL CIVIL ENGINEERING, MDC-TCC 18 ARCHITECTURAL CONSTRUCTION MANAGEMENT, MDC-TCC 20 LANDSCAPE ARCHITECTURE, MDC-TCC 09-02 GEOTECHNICAL AND MATERIALS ENGINEERING SERVICES, MDC-TCC 10-01 STORMWATER DRAINAGE DESIGN ENGINEERING SERVICES, MDC-TCC 10-03 BIOLOGY SERVICES, MDC-TCC 10-05 CONTAMINATION ASSESSMENT AND MONITORING, MDC-TCC 10-08 PATHOGEN AND CONTAMINANT RISK ANALYSIS, MDC-TCC 15-01 Surveying and Mapping - Land Surveying, MDC-TCC 15-03 Underground Utility Location MCC-TCC 9.02 SOILS, FOUNDATIONS AND MATERIALS TESTING - GEOTECHNICAL AND MATERIALS ENGINEERING SERVICES		
Small Business Contract Measure		
<u>Sub-trade</u>	<u>Category</u>	
ARCHITECTURAL CONSTRUCTION MANAGEMENT	SBE - A&E	
ARCHITECTURE	SBE - A&E	
GENERAL MECHANICAL ENGINEERING	SBE - A&E	
GENERAL STRUCTURAL ENGINEERING	SBE - A&E	
GENERAL ELECTRICAL ENGINEERING	SBE - A&E	

GENERAL CIVIL ENGINEERING	SBE - A&E
GEOTECHNICAL AND MATERIALS ENGINEERING SERVICES	SBE - A&E
STORMWATER DRAINAGE DESIGN ENGINEERING SERVICES	SBE - A&E
BIOLOGY SERVICES	SBE - A&E
CONTAMINATION ASSESSMENT AND MONITORING	SBE - A&E
SURVEYING AND MAPPING - LAND SURVEYING	SBE - A&E
UNDERGROUND UTILITY LOCATION	SBE - A&E
SOILS, FOUNDATIONS AND MATERIALS TESTING - GEOTECHNICAL AND MATERIALS ENGINEERING SERVICES	SBE - A&E
LANDSCAPE ARCHITECTURE	SBE - A&E

Living Wages: YES ☐ NO ☒

Highway: YES ☐ NO ☒

Heavy Construction: YES ☐ NO ☒

Responsible Wages: YES ☐ NO ☒

Building: YES ☐ NO ☒


SBD Director

11/17/20
Date



MEMORANDUM

(Revised)

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

DATE: October 18, 2022

FROM: 
Gen Bonzon-Keenan
County Attorney

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

Please note any items checked.

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

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(M)(1)
10-18-22

RESOLUTION NO. _____ R-1002-22

RESOLUTION APPROVING AWARD OF PROFESSIONAL SERVICES AGREEMENT TO GURRI MATUTE, P.A. FOR PROFESSIONAL ENGINEERING AND DESIGN SERVICES FOR THE DEPARTMENT OF SOLID WASTE MANAGEMENT'S MOSQUITO CONTROL COMPLEX, CONTRACT NO. 16469-DSWM20-PSA, ISD PROJECT NO. A20-DSWM-01, IN AN AMOUNT NOT TO EXCEED \$626,780.00 AND INCLUSIVE OF A CONTINGENCY ALLOWANCE OF \$56,980.00, FOR A TERM OF TWO YEARS; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE THE AGREEMENT AND EXERCISE ALL PROVISIONS CONTAINED THEREIN INCLUDING OPTIONS TO RENEW AND CANCELLATION PROVISIONS

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

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

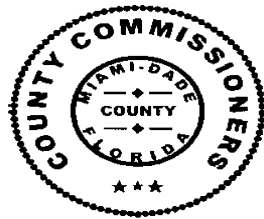
Section 1. Approves the award of a Professional Services Agreement ("PSA") to Gurri Matute, P.A. for professional engineering and design services for the Solid Waste Management's Mosquito Control Complex, Contract No. 16469-DSWM20-PSA, ISD Project No. A20-DSWM-01 in an amount not to exceed \$626,780.00 and inclusive of the contingency allowance of \$56,980.00, for a two-year term; and

Section 2. Authorizes the County Mayor or County Mayor's designee to execute the PSA, in substantially the form attached hereto and made a part hereof, and to exercise all provisions contained therein, including options to renew and cancellation provisions.

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

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

The Chairperson thereupon declared this resolution duly passed and adopted this 18th day of October, 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

Basia Pruna

By: _____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

dsh

David Stephen Hope

**PROJECT TITLE: PROFESSIONAL ENGINEERING SERVICES FOR
DEPARTMENT OF SOLID WASTE MANAGEMENT'S MOSQUITO
CONTROL COMPLEX**

ISD PROJECT NO.: A20-DSWM-01

CONTRACT NO.: 16469-DSWM20-PSA

PROFESSIONAL SERVICES AGREEMENT

AGREEMENT

Made as of the ____ day of _____ in the year 2022

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

and the Consultant: GURRI MATUTE, PA

Address: 5001 SW 74th Court, Suite 208, Miami, FL 33155

The Consultant (the "CONSULTANT"), shall include its officials, successors, legal representatives, and assigns.

**Scope of Services
for the Project:**

PROFESSIONAL SERVICES

PROJECT NO.: A20-DSWM-01

CONTRACT NO.: 16469-DSWM20-PSA

The CONSULTANT shall provide the Department of Solid Waste Management ("DSWM") engineering, design and permitting services necessary for final design and the preparation of a complete set of construction documents for DSWM's Mosquito Control Complex.

"The Draft Document has been reviewed by County staff and may be amended before final negotiations at the County's discretion. Any and all requested changes are subject to County review and approval."

ISD PROJECT NO.: A20-DSWM-01
CONTRACT NO.: 16469-DSWM20-PSA

Page 1

TABLE OF CONTENTS

<u>Paragraph No.</u>	<u>Subject</u>
1.	County Obligations and Authorization to Proceed
2.	Consultant's Services
3.	Consultant's Responsibilities
4.	Task Authorization: Time for Completion
5.	Delay in Performance
6.	Compensation
7.	Methods of Payments
8.	Change of Principal and/or Project Manager
9.	Schedule of Work
10.	Right of Decisions
11.	Ownership of Documents
12.	Notices
13.	Audit Rights
14.	Sub-consultants
15.	Prompt Payment to Small Business Sub consultants
16.	Warranty
17.	Termination of Agreement
18.	Duration of Agreement
19.	Default
20.	Indemnification and Insurance
21.	Ordinances
22.	Proprietary Information
23.	Affirmative Action Plan and Nondiscrimination
24.	Equal Opportunity
25.	Office of the County Inspector General
26.	Independent Private Sector Inspector General
27.	Domestic Leave
28.	Performance Evaluations
29.	Ethics Commission
30.	Scrutinized Companies
31.	Assignment of Agreement
32.	Entirety of Agreement
33.	Modification
34.	Governing Law
35.	Sanctions for Contractual Violations
36.	Severability
37.	Aspirational Policy Regarding Diversity

Exhibit 1 – Scope of Service

Exhibit 2 – Negotiated Hourly Rates

ISD PROJECT NO.: A20-DSWM-01
CONTRACT NO.: 16469-DSWM20-PSA

Page 3

ps

PROFESSIONAL SERVICES AGREEMENT

1. COUNTY OBLIGATIONS AND AUTHORIZATION TO PROCEED

The COUNTY agrees that its Department of Solid Waste Management (the "Department"), will furnish to the CONSULTANT any plans or other data available in the COUNTY files pertaining to the work to be performed under this Agreement. Information shown on such plans or data will be that which has been made available to the COUNTY, and will be provided to the CONSULTANT without guarantee regarding its reliability and accuracy; the CONSULTANT shall be responsible only for exercising reasonable care in independently verifying such information if it shall be used by the CONSULTANT to accomplish the work undertaken pursuant to this Agreement.

The CONSULTANT shall submit a proposal upon the Director of the Department (the "Director"), or the Director's designee, prior to the issuance by the Department of a task authorization to proceed. No payment shall be made for the CONSULTANT'S time or service in connection with the preparation of any such proposal. The Director or Director's designee shall confer with the CONSULTANT before any authorization to proceed is issued to discuss and agree upon the scope, time for completion, and fee for services to be rendered pursuant to the task orders, subject to the conditions of this Agreement.

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

2. CONSULTANT'S SERVICES

The CONSULTANT shall provide professional engineering services for final design and the preparation of a complete set of construction documents for DSWM's Mosquito Control Complex.

Elements of the work include, but are not limited to, preparation of a complete set of construction documents, submittal of the construction documents for "dry-run" approval by RER, respond to individual deficiencies as they are identified by the various permitting agencies, obtain "dry-run" approval from RER, preparation of approved by the corresponding building authority(s), technical specifications, preparation of the engineer's estimate of probable construction cost, technical assistance throughout the bid and award process, and technical support during construction. The scope of work shall include all the necessary coordination with all involved agencies and organizations, including but not limited to, DSWM, pertinent municipalities and institutions and all the appropriate permitting agencies. Elements of the work include, but are not limited to: (i) topographic, boundary, and tree surveys; (ii) identification of zoning, setbacks, right-of-way, and easements; (iii) geotechnical

study, demolitions, building architecture and engineering; (iv) site development, including existing utility identification and relocation, as required; (v) storm water management; (vi) lighting; and (vii) landscaping. The Project is located on a portion of a closed landfill site and requires the design of biosafety 3 rated laboratories, and other related biological laboratory facilities.

The Scope of Services for ISD Project No. A20-DSWM-01 comprises the above tasks as applied to various buildings and structures located throughout DSWM's Mosquito Control Complex. Refer to Exhibit 1, "Scope of Services", for details.



3. CONSULTANT'S RESPONSIBILITIES

The CONSULTANT agrees to perform professional services in accordance with the negotiated terms of the applicable authorization to proceed.

In connection with professional services to be rendered pursuant to this Agreement, the CONSULTANT agrees to:

- A. Use that degree of care and skill ordinarily exercised by other similar professionals in the field under similar conditions.
- B. Maintain an adequate staff of qualified personnel on the work at all times to ensure its completion within the term specified in the applicable task order authorization to proceed.
- C. Comply with the federal, state and local laws or ordinances applicable to the work.
- D. Cooperate fully with the COUNTY in the scheduling and coordination of all phases of the work.
- E. Report the status of the work to the Director upon request and hold pertinent data, and other products open to the inspection of the Director or designee at any reasonable time and during normal business hours.
- F. Submit for COUNTY review design computations, sketches, and other data representative of the work's progress at the percentage stages of completion which may be stipulated in the applicable authorization to proceed. Submit for COUNTY approval the final work products upon incorporation of any modifications requested by the COUNTY during any previous review.
- G. Confer with the COUNTY at any time during the further development and implementation of improvements for which the CONSULTANT has provided consulting services or other services as to interpretation of plans and other documents, correction of errors and omissions and preparation of any necessary plan thereof. The CONSULTANT shall not be compensated for the correction of errors and omissions on the part of the CONSULTANT.
- H. Prior to final approval of the work by the Director or Director's designee, complete a preliminary check of any construction documents which require a permit or other approval from a county, city, state, or federal agency from which a permit or other approval is required.

4. TASK AUTHORIZATION: TIME FOR COMPLETION

The services to be rendered by the CONSULTANT for each section of the work shall commence upon receipt of a written task order authorization to proceed from the Director or Director's designee subsequent to the execution of this Agreement, and be completed within the time stated in the authorization to proceed.

5. DELAY IN PERFORMANCE

No claim for damages or any claim other than for an extension of time shall be made or asserted against the COUNTY by reason of any delays. The CONSULTANT shall not be entitled to an increase in this Agreement sum or payment or compensation of any kind from the COUNTY



or direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference or hindrance from any cause whatsoever; provided, however, that this provision shall not preclude recovery or damages by the CONSULTANT for hindrances or delays due solely to fraud, bad faith or active interference on the part of the COUNTY or its agents. Otherwise, the CONSULTANT shall be entitled only to extensions of this Agreement time as the sole and exclusive remedy for such resulting delay, in accordance with and to the extent specifically provided below.

The time to perform this Agreement shall be extended only if the CONSULTANT is delayed in performing any obligation under this Agreement due to a force majeure or inevitable accident or occurrence, and the CONSULTANT shall request in writing a time extension from the Director within ten (10) days of said force majeure or inevitable accident or occurrence. Failure to make such written request within the specified time shall be a bar on the ability of the CONSULTANT to bring any civil action for either compensable or non-compensable time extension. For the purpose of this Paragraph, force majeure shall mean an act of God which includes but is not limited to sudden, unexpected or extraordinary forces of nature such as hurricanes, floods, washouts, storms, fires, earthquakes, landslides, epidemics, explosions or other forces of nature. Inevitable accidents or occurrences shall mean those which are unpreventable by the CONSULTANT and shall include, but not be limited to, industrial disturbances, wars, blockades, acts of public enemies or terrorism, insurrections, riots, federal, state, county and local governmental restraints, military action, civil disturbances, explosions, impositions of federal, state, county and local permits, bid protests, manufacturing and delivery delays, unknown or unanticipated soil, water or ground conditions and cave-ins, and contract default by the COUNTY'S other consulting and design engineers and contractors. Provision of the above specified notice shall be a condition precedent to maintenance of a claim for delay.

Such acts or events do not include inclement weather (except as noted above) or the acts or omissions of sub consultants, suppliers, or their subcontractors, unless such acts or omissions are otherwise encompassed by the definition set forth above.

6. COMPENSATION

The COUNTY agrees to pay and the CONSULTANT agrees to accept a fee representing full compensation for the performance of the services specified herein. The CONSULTANT shall submit monthly invoices for all work in progress using a format and procedure provided by the Department and in accordance with Section 2-8.1.4 of the Code of Miami-Dade County (the "Code") (Sherman S. Winn Prompt Payment Ordinance). Invoices shall be submitted within 120 days of the performance of the service being billed. The COUNTY shall not pay invoices that are not properly submitted within that period. Additionally, the COUNTY may withhold payment of any invoices from the CONSULTANT if the COUNTY determines that the CONSULTANT submitted an inaccurate invoice or the invoice was not a proper invoice pursuant to Section 2-8.1.4(2)(a) of the Code, and received payment, without limitation to any other legal or

equitable remedies.

Fees and other compensation will be computed in accordance with one or a combination of the methods outlined below, as specified in a written task authorization:

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

- (1) The fee for professional services rendered by the CONSULTANT'S employees, principals excluded, shall be computed based on the direct salary cost, as reported to the Internal Revenue Service, excluding bonuses or awards if applicable, for the time of said employee engaged directly in the work, times a negotiated multiplier of **2.9** for office employees, **2.4** for the CONSULTANT'S employees working in COUNTY offices and **2.4** for all field employees. This fee shall constitute full compensation to the CONSULTANT for costs incurred in the performance of the work such as salaries, overhead, fringe benefits, all other costs not covered by reimbursable expenses and for operating margin.
- (2) The CONSULTANT shall not receive additional compensation for performance of overtime work.
- (3) The CONSULTANT shall be compensated at the flat rate of **\$220.00** per hour for the time of a Principal engaged directly in the work. No multiplier shall be applied to the Principal's rate.

B. Fixed Sum Fee: The fee for any portion of requested work may, at the option of the Department, be a fixed sum mutually agreed upon by the COUNTY and the CONSULTANT and stated in the written authorization to proceed.

C. Reimbursable Expenses: The CONSULTANT may be compensated for certain work-related expenditures not covered by fees for engineering services, provided such expenditures are previously authorized by the Director or designee in writing. Reimbursable expenses may include:

- (1) Expenses for laboratory tasks and analyses, permitting fees, printing and reproduction costs, rental or purchase of specialized equipment and instruments necessary for the efficient performance of the work, provided that such purchased equipment and instruments become the property of the COUNTY upon work completion.
- (2) Expenses for travel, but the CONSULTANT shall not claim more in expenses for travel, transportation and subsistence than would be allowed an "authorized person" pursuant to the terms of Chapter 112.061, Florida Statutes and the COUNTY'S Administrative Order Nos. 6-1 and 6-3, as presently written or hereafter amended. No such expenses shall be approved without the prior written consent of the Director or designee. For the purposes of this section, the principal place of business shall be

considered the CONSULTANT'S local corporate headquarters. Failure to obtain such prior authorization shall be grounds for nonpayment of such expenses. To be compensated, the CONSULTANT shall maintain accurate records in a format and procedure provided by the Department and shall submit said records with their invoices.

- (3) Items not listed shall be reviewed on a case-by-case basis and shall be approved in advance by the Director or Director's designee.
- (4) Reimbursable expenses of the CONSULTANT and approved sub consultants shall be reimbursed on a direct cost basis.
- (5) The CONSULTANT shall be required to submit original receipts of all reimbursable expenses.

D. Maximum Compensation:

The total of all payments to the CONSULTANT for basic services pursuant to this Agreement shall not exceed \$569,800.00. A 10% Contingency Allowance Account of \$56,980.00 is also applicable as described in Section 6.E below. The total of all payments to the CONSULTANT for all professional services requested during the 730 calendar day term shall not exceed \$626,780.00. No minimum amount of compensation is guaranteed to the CONSULTANT.

E. Contingency Allowance Accounts:

Pursuant to Section 2-8.1(h)(3) of the Code, an allowance account of ten percent (10%) of the Basic Services Maximum Compensation as stated in Section 6.D. above is permissible to be used by the Department for unforeseen conditions necessitating additional work. Before any extra work is begun a task authorization from the Director or Director's designee shall be provided to the CONSULTANT. The CONSULTANT shall have no entitlement to any of these funds. The COUNTY retains all rights to these funds, may expend these funds at its sole discretion, and any funds not expended from this Contingency Allowance Account remains the property of the COUNTY.

F. Additional Services:

In the event additional services are necessary to perform extra work due to a change in the scope of the project or contingency items, the COUNTY agrees to pay and the CONSULTANT agrees to accept fees for such additional services. The performance of additional services and additional compensations to be paid to the CONSULTANT shall be set forth in an amendment to this Agreement. The Director or Director's designee shall have the right to authorize performance of additional services, provided that compensation for such services does not exceed ten (10) percent of the Agreement's maximum compensation limit.

G. Certification of Wage Rates in Accordance with Section 287.055, Florida Statutes:

The CONSULTANT hereby certifies and agrees that wage rates and other factual unit

costs, as submitted in support of the compensation provided in this paragraph, are accurate, complete and current, as of the date of this Agreement. It is further agreed that said compensation shall be adjusted to exclude any significant costs where the COUNTY shall determine that the price of services was increased due to inaccurate, incomplete or unclear wage rates or other factual unit costs. All such compensation adjustments shall be made within one (1) year from the date of final billing or acceptance of the work by the COUNTY, whichever is later.

Refer to Exhibit 2 – Negotiated Hourly Rates

7. METHODS OF PAYMENT

The COUNTY agrees to make monthly or partial payments to the CONSULTANT, in accordance with Section 2-8.1.4 of the Code, for all authorized work performed during the previous calendar month or other mutually agreed invoicing period. The CONSULTANT is responsible to submit invoices that do not contain charges that are more than 120 days old. In the case where disallowed charges are found, the COUNTY may return the entire invoice for correction and resubmittal. The CONSULTANT agrees to provide all records necessary to substantiate payment requests to the COUNTY.

The CONSULTANT shall submit the invoice in a format provided by the Department. Each invoice shall reference the particular task order authorization to proceed which authorized the services and shall include a status report describing work completed.

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

Payments shall be made in accordance with the following methods:

A. Time and/or Material for Professional Fees and/or Reimbursable Expenses

The amount of the invoice submitted shall be comprised of the amounts due for all services performed and reimbursable expenses incurred during the previous calendar month or other mutually agreed invoicing period in connection with authorized work. The amounts due for professional services and reimbursable expenses shall be calculated in accordance with Sections 6.A. and 6.C. hereof, respectively. Invoiced reimbursable expenses must be substantiated by original receipts and other documentation, as necessary.

B. Fixed Sum Fee

The amount due on the invoice shall be calculated by applying the percentage of the total work completed to date to the authorized fixed sum and subtracting any previous billings.

8. CHANGE OF PRINCIPAL AND/OR PROJECT MANAGER

Jose G. Matute AIA and Daphne I. Gurri, AIA shall be the CONSULTANT'S Principal and Fabio Segre the Project Manager. If the COUNTY or the CONSULTANT requests a change of the Principal or the Project Manager, the party initiating said change shall make the request in writing and said request shall be received by the other party at least thirty (30) days prior to any such change. The Director or Director's designee reserves the right to approve or disapprove the replacement Principal or Project Manager.

9. SCHEDULE OF WORK

The Department shall have the sole right to determine on which units or sections of the work the CONSULTANT shall proceed and in what order. The written task order authorization to proceed issued by the Director or Director's designee shall cover in detail the scope, time for completion and compensation for the consulting services requested in connection with each unit or section of work.

10. RIGHT OF DECISIONS

All services shall be performed by the CONSULTANT to the satisfaction of the Director or Director's designee, who shall decide all questions, difficulties, and disputes of whatever nature which may arise under or by reason of this Agreement, the prosecution and fulfillment of the services hereunder, and the character, quality, amount and value thereof. The Director or Director designee's decisions upon all claims, questions and disputes shall be final, conclusive and binding upon the parties hereto unless such determination is clearly arbitrary or unreasonable. In the event the CONSULTANT does not concur with the decisions of the Director or Director's designee, the CONSULTANT shall present any such objections in writing to the County Mayor. The Director or designee and the CONSULTANT shall abide by the decisions of the County Mayor.

11. OWNERSHIP OF DOCUMENTS

All documents (i.e., reports, tracings, plans, specifications, maps, images, contract documents, computer program and/or other data), developed by the CONSULTANT pursuant to this Agreement shall become the property of the COUNTY without restrictions or limitations upon their use and shall be made available by the CONSULTANT at any time upon request by the COUNTY. Reuse of such data by the COUNTY for any purpose other than that for which it was prepared shall be at the County's sole risk. All documents and drawings shall be Word and AutoCAD format in a version acceptable to the Department, produced by computer files maintained on CD. All documents other than drawings shall be in a print ready electronic format acceptable to the Department. All electronic delivery/submittal shall be submitted on CD or other electronic media acceptable to the Department. Directions shall be included with the transmittal and electronically in the root directory of the electronic media. When each individual task authorization of work requested pursuant to this Agreement is complete, a maximum of ten (10) signed and sealed paper copies of all final documents which are in electronic form shall be

delivered to the Director or Director's designee. The number of copies requested shall vary depending on the work order issued by the COUNTY to the CONSULTANT.

12. NOTICES

Any notices, reports or other written communications from the CONSULTANT shall be considered delivered when posted by certified mail or delivered in person to the Director or designee, unless otherwise specified in writing by the Director or Director's designee. Any notices, reports or other communications from the COUNTY to the CONSULTANT shall be considered delivered when posted by certified mail to the CONSULTANT at the last address left on file with the COUNTY or delivered in person to said CONSULTANT or the CONSULTANT'S authorized representative, unless otherwise specified in writing by the Director or Director's designee.

13. AUDIT RIGHTS

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

14. SUBCONSULTANTS

- A. The CONSULTANT shall not sub consult, assign or transfer to others work performed under this Agreement without the written consent of the Director or designee. In addition, the CONSULTANT shall not allow the sub consultant to utilize, assign or transfer work to others for work performed under this Agreement without the written consent of the Director or designee. When applicable and upon receipt of such consent in writing, the CONSULTANT shall cause the names of the firms responsible for the major portions of each separate specialty of the work to be inserted in the pertinent documents or data. Nothing contained in this Agreement shall create any contractual relationship between the COUNTY and the sub consultants.
- B. In addition, and as applicable, the CONSULTANT agrees to comply with Section 2-10.4.01 of the Code, and Administrative Order No. 3-32 regarding the Small Business Enterprise Architecture and Engineering Program. The COUNTY has established a goal of one hundred percent (100%) for architecture and engineering SBE participation based on the total amount of compensation authorized under this Agreement (with the exclusion of MDC-TCC 10-08: PATHOGEN AND CONTAMINANT RISK ANALYSIS). The CONSULTANT shall report all payments made to each sub-consultant participating on the project via BMWS and verification of payments received must be confirmed by the sub-consultants in the same manner.

15. PROMPT PAYMENT TO SMALL BUSINESS SUBCONSULTANTS

The CONSULTANT agrees to comply with Section 2-8.1.4 of the Code, requiring the CONSULTANT to issue prompt payment to all small business contractors and to have dispute resolution procedures in place in the event of disputed payments to small businesses. Failure of the CONSULTANT to issue prompt payment to small businesses, or to adhere to its dispute resolution procedures, may be cause for suspension, termination, and debarment.

16. WARRANTY

The CONSULTANT certifies and agrees that no companies or persons, other than bona fide employees working solely for the CONSULTANT or the CONSULTANT'S sub-consultants, have been retained or employed to solicit or secure this Agreement or have been paid or guaranteed payment of any fees, commissions, percentage fees, gifts or any other considerations contingent upon or resulting from the award or making of this Agreement. The CONSULTANT also certifies and agrees that no COUNTY personnel, whether a full-time or part-time employee, has or shall be retained or employed in any capacity, by the CONSULTANT or the CONSULTANT'S sub-consultants, to accomplish the work contemplated under the terms of this Agreement. The COUNTY shall not pay the CONSULTANT for any work performed by COUNTY employees. For breach or violation of this warranty, the COUNTY shall have the right to annul this Agreement without liability.

17. TERMINATION OF AGREEMENT

It is expressly understood and agreed that the Director may terminate this Agreement, in total or in part, without cause or penalty, by ten (10) days prior written notification or by declining to issue the written task order authorization, as provided herein in which event the COUNTY'S sole obligation to the CONSULTANT shall be payment, in accordance with Section 6, for those units or sections of work previously authorized. Such payment shall be determined on the basis of the hours or percentage of work performed by the CONSULTANT up to the time of termination. In the event partial payment has been made for professional services not performed, the CONSULTANT shall return such sums to the COUNTY within ten (10) days after receipt of written notice that said sums are due. Upon such termination, the COUNTY may, without penalty or other obligation to the CONSULTANT, elect to employ other persons to perform the same or similar services.

18. DURATION OF AGREEMENT

The term of this Agreement shall be for 730 calendar days with no minimum guarantee. The effective term shall begin upon execution by the parties and shall be in effect until all services are completed within the above stated period of time, 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. In addition, the cumulative total of all Contingency Allowance time extensions shall not exceed 73 days which is the equivalent of ten percent (10%) of the original agreement duration rounded off to the next whole number.

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

19. DEFAULT

If the CONSULTANT fails to comply with the provisions of this Agreement, the Director may declare the CONSULTANT in default by ten (10) days prior written notification. In such event, the CONSULTANT shall only be compensated for any professional services completed as of the date written notice of default is served. In the event partial payment has been made for incomplete professional services, the CONSULTANT shall return such sums to the COUNTY within ten (10) days after receipt of written notice that said sums are due. The CONSULTANT shall not be compensated for professional services that have been performed but not completed by the time the Director declares a default. In the event the COUNTY prevails in litigation to enforce or defend the provisions of this or any other Paragraph of this Agreement, the COUNTY shall be compensated by the CONSULTANT for reasonable attorney's fees and court costs.

20. INDEMNIFICATION AND INSURANCE

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

The CONSULTANT shall furnish to the Department of Solid Waste Management, 2525 NW 62nd Street, 5th Floor, Miami, Florida 33147, Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

- A. Worker's Compensation Insurance for all employees of the CONSUTANT as required by Chapter 440, Florida Statutes.
- B. Commercial General Liability Insurance in an amount not less than \$1,000,000 per occurrence, and \$2,000,000 in the aggregate. Miami-Dade County must be shown as an additional insured with respect to this coverage.
- C. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in

connection with the work, in an amount not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage.

D. Professional Liability Insurance in an amount not less than \$2,000,000 per claim.

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

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

or

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

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

Compliance with the foregoing requirements shall not relieve the CONTRACTOR of this liability and obligation under this section or under any other section in this Agreement.

Award of this Agreement is contingent upon the receipt of the insurance documents, as required, within ten (10) business days of notification of award. If the insurance certificate is received within the specified timeframe but not in the manner prescribed in this Agreement, the CONTRACTOR shall have an additional five (5) business days to submit a corrected certificate to the COUNTY. If the CONTRACTOR fails to submit the required insurance documents in the manner prescribed in this Agreement within fifteen (15) business days, the CONTRACTOR shall be in default of the contractual terms and conditions and award of the Agreement may be rescinded, unless such timeframe for submission has been extended by the COUNTY.

The CONTRACTOR shall assure that the Certificates of Insurance required in conjunction with this Section remain in full force for the term of the Agreement, including any renewal or extension periods that may be exercised by the COUNTY. If the Certificate(s) of Insurance is scheduled to expire during the term of the Agreement, the CONTRACTOR shall submit new or renewed Certificate(s) of Insurance to the COUNTY a minimum of ten (10) calendar days before such expiration. In the event that expired Certificates of Insurance are not replaced or renewed to cover the Agreement period, the COUNTY may suspend the Agreement until the new or renewed certificates are received by the COUNTY in the manner prescribed herein. If such suspension

exceeds thirty (30) calendar days, the COUNTY may, at its sole discretion, terminate the Agreement for cause and the CONTRACTOR shall be responsible for all direct and indirect costs associated with such termination.

21. ORDINANCES

The CONSULTANT agrees to abide by and be governed by COUNTY ordinances which may have a bearing on the work contemplated hereunder, including but not necessarily limited to the following:

- A. Section 2-11.1 of the Code (Conflict of Interest and Code of Ethics), as amended, which are incorporated herein by reference, as if fully set forth herein in connection with the CONSULTANT'S obligations hereunder. The CONSULTANT shall comply with the financial disclosure requirements of Section 2-11.1(i)(4) by filing within thirty (30) days of the execution of this Agreement one of the following with the Miami-Dade County Elections Department, P. O. Box 012241, Miami, Florida 33101:
 - (1) A source of income statement;
 - (2) a current certified financial statement; and
 - (3) a copy of the CONSULTANT'S current federal income tax return.

The CONSULTANT further agrees to comply with the requirements of any and all applicable county, state, and federal orders, statutes, ordinances, rules and regulations, including, but not limited to Section 10-34 of the Code relating to Subcontractor/Supplier Listing and Section 2-8.8 of the Code relating to Fair Subcontracting Policies . The CONSULTANT shall execute the related affidavits. The CONSULTANT further agrees to comply with any other ordinances or resolutions of the COUNTY that may become effective prior to the execution of this Agreement by both parties.

22. PROPRIETARY INFORMATION

Notwithstanding any other provisions of this Agreement or any provisions in a particular authorization to proceed, all of CONSULTANT'S proprietary computer programs or software, developed by CONSULTANT outside of this Agreement shall remain the exclusive property of the CONSULTANT, subject, however, to Florida Public Records Law (Chapter 119, Florida Statutes), and shall not be disclosed to third parties, unless otherwise required by law. The CONSULTANT shall provide the necessary licensing agreements to enable to the COUNTY to use proprietary property, including but not limited to computer programs or software.

23. AFFIRMATIVE ACTION PLAN AND NONDISCRIMINATION

In accordance with Section 2-8.1.5 of the Code, the CONSULTANT must have an Affirmative Action Plan 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. The plan is hereby incorporated as a contractual obligation of the CONSULTANT to the COUNTY.

24. EQUAL OPPORTUNITY

The CONSULTANT shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, sexual orientation, marital status, physical handicap, or national origin. The CONSULTANT shall take affirmative actions to insure that applicants are employed and that employees are treated during their employment without regard to their race, religion, color, sex, age, sexual orientation, marital status, physical handicap or national origin. Such actions shall include, but shall not be limited to the following: employment; upgrading, transfer or demotion; recruitment or recruitment advertising; layoff or termination; rates of pay or other form of compensation and selection for training, including apprenticeship. The CONSULTANT agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this Equal Opportunity Clause.

The CONSULTANT shall comply with all applicable provisions of the Civil Rights Acts of 1964; Executive Order 11246 of September 24, 1965 as amended by Executive Order 11375; Executive Order 11625 of October 13, 1971; the Age Discrimination in Employment Act, effective June 12, 1968; the rules and regulations, and relevant orders of the Secretary of Labor; Sections 12.041, 112.042 and 112.0113, Florida Statutes; and Chapter 11A of the Code.

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

25. INSPECTOR GENERAL REVIEWS

A. Independent Private Inspector General Reviews

Pursuant to Miami-Dade County Administrative Order No. 3-20, the COUNTY has the right to retain the services of an independent private-sector inspector general ("IPSIG") whenever the COUNTY deems it appropriate to do so. Upon written notice from the COUNTY, the CONTRACTOR shall make available to the IPSIG retained by the COUNTY, all requested records and documentation pertaining to this Agreement for inspection and reproduction. The COUNTY shall be responsible for the payment of these IPSIG services, and under no circumstance shall the CONTRACTOR's prices and any changes thereto approved by the

COUNTY, be inclusive of any charges relating to these IPSIG services. The terms of this provision apply to the CONTRACTOR, its officers, agents, employees, subcontractors and assignees. Nothing contained in this provision shall impair any independent right of the COUNTY to conduct an audit or investigate the operations, activities and performance of the CONTRACTOR in connection with this Agreement. The terms of this Article shall not impose any liability on the COUNTY by the CONTRACTOR or any third party.

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

B. Office of Inspector General Reviews

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

Exception: The above application of one quarter of one percent (0.25%) fee assessment shall not apply to the following contracts: (a) IPSIG contracts; (b) contracts for legal services; (c) contracts for financial advisory services; (d) auditing contracts; (e) facility rentals and lease agreements; (f) concessions and other rental agreements; (g) insurance contracts; (h) revenue-generating contracts; (i) contract where an IPSIG is assigned at the time the contract is approved by the Trust; (j) professional service agreements under \$1,000; (k) management agreements; (l) small purchase orders as defined in Miami-Dade County Administrative Order No. 3-38; (m) federal, state and local government-funded grants; and (n) interlocal agreements. Notwithstanding the foregoing, the Miami-Dade County Board of County Commissioners (the "Board") may authorize the inclusion of the fee assessment of one-quarter of one percent (0.25%) in any exempted contract at the time of award.

Nothing contained above shall in any way limit the powers of the Inspector General to perform audits on all COUNTY contracts including, but not limited to, those contracts specifically exempted above. The OIG is authorized to investigate COUNTY affairs and empowered to review past, present and proposed COUNTY and Trust programs, accounts, records, contracts and transactions. In addition, the Inspector General has the power to subpoena witnesses, administer oaths, require the production of witnesses and monitor existing projects and programs. Monitoring of an existing project or program may include a report concerning whether the project is on time, within budget and in conformance with plans,

specifications and applicable law. The Inspector General is empowered to retain the services of IPSIGs to audit, investigate, monitor, oversee, inspect and review operations, activities, performance and procurement process including but not limited to project design, bid specifications, proposal submittals, activities of the CONSULTANT, its officers, agents and employees, lobbyists, COUNTY and Trust staff and elected officials to ensure compliance with contract specifications and to detect fraud and corruption.

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

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

26. AUDITS

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

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

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 Agreement.

27. DOMESTIC LEAVE

Pursuant to Sections 11-A60 – 11-A67 of the Code, the CONSULTANT certifies its compliance with the Domestic Leave Ordinance, providing domestic violence leave to its employees. In addition, the CONSULTANT understands that failure to meet the terms and conditions of the ordinance shall constitute a default of the subject Agreement and may be cause for suspension, termination and debarment, in accordance with the terms of this Agreement and the debarment procedures of the COUNTY.

28. PERFORMANCE EVALUATIONS

Performance evaluations of the services rendered under this Agreement shall be performed by the Department and shall be utilized by the COUNTY as selection criteria for future solicitations.

29. ETHICS COMMISSION

Pursuant to Section 2-11.1(w) of the Code, the Commission on Ethics and Public Trust (the “Ethics Commission”) has jurisdiction over contractors and vendors. The CONSULTANT acknowledges that pursuant to Section I of the Lobbyist Rules adopted by the Ethics Commission, the Mayor or the Board may void any agreement where a lobbying violation has occurred.

30. SCRUTINIZED COMPANIES

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

31. ASSIGNMENT OF AGREEMENT

This Agreement shall not be transferred, assigned or otherwise conveyed to any other party without the express written consent of the Director or the Director’s designee.

32. ENTIRETY OF AGREEMENT

This writing embodies the entire Agreement and understanding between the parties hereto, and there are no other agreements and understandings, oral or written with reference to the subject matter hereof that are not merged herein and superseded hereby.

33. MODIFICATION

No alteration, change, or modification of the terms of this Agreement shall be valid unless made in writing, signed by all parties hereto, and approved by the COUNTY.

34. GOVERNING LAW

This Agreement, regardless of where executed, shall be governed by and construed according to the laws of the State of Florida, and venue shall be in Miami-Dade County, Florida.

35. SANCTIONS FOR CONTRACTUAL VIOLATIONS

Notwithstanding any other penalties for the CONSULTANT and/or sub-consultants that may be found to have discriminated in violation of Article VII of Chapter 11A of the Code, the COUNTY may terminate this Agreement or require the termination or cancellation of the sub-consultants' agreements. In addition, a violation by the CONSULTANT and/or sub-consultants, or failure to comply with the Administrative Order No. 3-39 ("AO") may result in the imposition of one or more of the sanctions listed in the AO. The COUNTY additionally retains all rights sanctioned it by ordinance or statute and may avail itself of any remedy of law or equity in the event of a breach of this Agreement.

36. SEVERABILITY

If any section of this Agreement is found to be null and void, the other sections shall remain in full force and effect.

37. ASPIRATIONAL POLICY REGARDING DIVERSITY

Pursuant to Resolution No. R-1106-15, 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.

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

ATTEST:

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

HARVEY RUVIN,
CLERK OF THE BOARD

By: _____

By: _____
COUNTY MAYOR

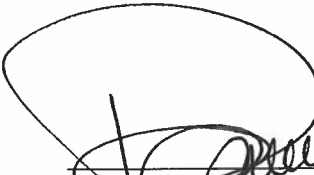
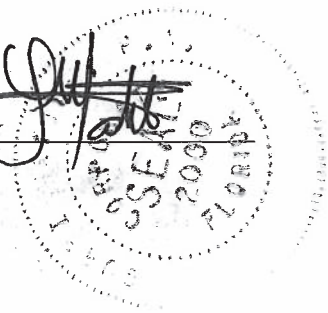
ISD PROJECT NO.: A20-DSWM-01
CONTRACT NO.: 16469-DSWM20-PSA

Page 21

Approved as to Form and Legal Sufficiency:

County Attorney

ATTEST:


GURRI MATUTE, PA
(Corporate Seal)


By: 
Brandon DeCaro

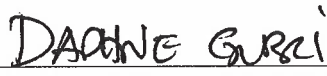
By: 
DWAYNE GURRI
OWNER / PRINCIPAL

EXHIBIT 1

SCOPE OF SERVICES

Elements of the work include, but are not limited to, preparation of a complete set of construction documents, submittal of the construction documents for "dry-run" approval by RER, respond to individual deficiencies as they are identified by the various permitting agencies, obtain "dry-run" approval from RER, preparation of technical specifications, preparation of the engineer's estimate of probable construction cost, technical assistance throughout the bid and award process, and technical support during construction. The scope of work shall include all the necessary coordination with all involved agencies and organizations, including but not limited to, DSWM, pertinent municipalities and institutions and all the appropriate permitting agencies. Elements of the work include, but are not limited to: (i) topographic, boundary, and tree surveys; (ii) identification of zoning, setbacks, right-of-way, and easements; (iii) geotechnical study, demolitions, building architecture and engineering; (iv) site development, including existing utility identification and relocation, as required; (v) storm water management; (vi) lighting; and (vii) landscaping. The Project is located on a portion of a closed landfill site and requires the design of biosafety 3 rated laboratories, and other related biological laboratory facilities.

Resilience requirements:

- The project will incorporate impacts of future sea level rise in the design, planning and construction of the project per Resolution No. R-451-14 and Ordinance No. 14-79.
- Roofing materials shall comply with the Miami-Dade County Board of County Commissioners "Cool Roofs" Resolutions, No. R-1103-10 and No. R-54-18.
- The design shall comply with Miami-Dade Implementing Order No. 8-8, "Sustainable Buildings Program" per which all new construction projects shall be required to attain "Silver" or higher-level rating under the LEED-NC Rating System.
- Electric Vehicle (EV) Charging Stations (Ordinance 19-17); Resolution No. R-1101-15.
- Life Cycle Cost Analysis (LCCA) (County Administrative Order AO 11-3).
- Green Procurement Preference Program (Resolution 1053-09).

The new Mosquito Control complex shall preliminarily include, but shall not be necessarily limited to, buildings and structures to house the following Mosquito Control functions/facilities and equipment:

Administration Building

- 1 lunch room/lounge
- 22 offices
- 1 reception area.
- 1 set of men's and women's bathrooms
- 6 computer stations for field personnel
- 1 area for exhibits display
- 1 storage area for outreach and educational material
- 1 conference Room
- Fire suppression system

Laboratory Building

- 1 chemistry lab

EXHIBIT 1

- 1 biosafety lab 3 (BSL3)
- 1 main lab
- 1 molecular lab
- 1 insectary
- 1 set of men's and women's bathrooms
- Fire suppression system

The laboratory Building may be an independent building or annexed to the Administration Building.

Operations Building

- 1 office.
- 1 training room for 100 people, with movable partitions, including 1 conference room for 65 people.
- 1 machine shop.
- 1 mechanical workshop (4 workstations/bays) – air conditioned, with garage doors
- 1 spare parts storage/warehouse
- 1 area for battery recharging and storage
- 1 mosquito trap storage area
- 1 pesticide mixing area and truck dispensing/loading bay
- 1 forklift parking area
- 1 set of men's and women's bathrooms with respective lockers and showers
- Fire suppression system

Pesticide Storage

- Climate controlled
- For non-flammable pesticide
- Fire suppression system

Breeding Area

- Sentinel chickens/rabbits.
- Mosquito control fish

Emergency Generator

- 1 emergency generator for the whole complex

Parking & Site Access

- 25 covered spots for pickup trucks up to 0.25 tons, with solar panels
- 50 uncovered spots for fleet
- 75 uncovered spots for staff private cars and visitors
- Entrance gate and site access

Utilities

- All required utility connections

Existing Structures

- Evaluate and plan, if required, demolition/removal of warehouse, existing building, trailer and containers

Refer to Exhibit 2 – Negotiated Hourly Rates

PERSONNEL	MAXIMUM
Senior Project Manager	\$220
Project Manager	\$182
Registered Architect and/or Engineer	\$182
Estimator	\$168
Scheduler	\$168
Designer (non-licensed professional)	\$165
CADD Operator	\$114
Administrative Support (Clerical)	\$98
Senior Field Representative	\$184
Assistant Field Representative	\$150
Sr. Scientist II	\$200
Chief Geotechnical Engineer	\$208

