

Memorandum



Date: November 15, 2022

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

From: Daniella Levine Cava
Mayor

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

Agenda Item No. 8(A)(1)

Resolution No. R-1096-22

Subject: Contract Award Recommendation for a Professional Services Agreement - Project No:
E21-MDAD-01; Contract No: E21-MDAD-01 to AECOM Technical Services, Inc.

EXECUTIVE SUMMARY

The agenda item seeks approval from the Board of County Commissioners (Board) to award a Professional Services Agreement (PSA) to AECOM Technical Services, Inc. (AECOM) to update and maintain the Miami-Dade Aviation Department's (MDAD or Aviation Department) Pavement Management Program (PMP). The professional services authorized by this PSA are essential to the County's system of airports in order for the County to remain compliant with Federal Aviation Administration (FAA) guidelines which require an inspection of all airfield pavements every three years.

RECOMMENDATION

This Recommendation for Award for PSA Contract No. E21-MDAD-01 between AECOM, an Architectural/Engineering (A/E) firm, and Miami-Dade County has been prepared by the Aviation Department and is recommended for approval for a total contract amount not to exceed \$2,205,500.00, inclusive of a contingency allowance amount of \$200,000.00 and an Inspector General Fee amount of \$5,500.00 for a term of six-years with two (2) one-year options to renew.

SCOPE

AECOM. shall provide the following professional services for Miami International Airport (MIA) and the General Aviation Airports (GAA), including but not limited to:

Updating and maintaining the PMP in the pavement maintenance management system for all MDAD facilities. The scope of services shall include: inspecting and evaluating pavement conditions (runways, taxiways, ramps and gates); collecting and reviewing as-built data, verifying as-built conditions; updating the pavement maintenance management system's data base; updating the existing the modeling scenario; reviewing and updating MDAD's design guidelines; reviewing and updating the technical specifications; updating the annual maintenance and repair forecast in the pavement maintenance management system; and assisting the Aviation Department with pavement evaluations and analysis and any supportive task ancillary to the primary scope of services.

Once the field observation data is input into the PMP, the pavement condition index and the remaining life of the pavement is computed. This information is then analyzed and evaluated to produce the 10-Year Maintenance and Rehabilitation Plan. The inspections for all airfield pavements are conducted on a three-year cycle as required by the FAA.

BACKGROUND

In 1996, MDAD implemented a PMP at MIA, which evaluates the present condition of a pavement and predicts its future condition using pavement condition indicators. By projecting the rate of deterioration utilizing the airport traffic demand and aircraft mix, a life-cycle cost analysis can be made for various maintenance and rehabilitation alternatives. This analysis will help determine the optimal time for applying the best alternative. Such a decision is necessary to avoid higher maintenance and repair costs in the future.

The work authorized by this PSA provides the necessary professional services for the County’s system of airports to remain compliant with FAA guidelines, which require an inspection of all airfield pavements at MIA and the GAA every three years. Work will begin after a service order is issued to AECOM by the Aviation Department and it shall continue only based upon the issuance of subsequent service orders. Each service order shall specify the following: the scope of work, time of completion, deliverables, and total compensation for the services authorized.

FISCAL IMPACT/FUNDING SOURCE

<u>FUNDING SOURCE:</u>	<u>SOURCE</u>	<u>PROJECT NUM</u>	<u>SITE #</u>	<u>AMOUNT</u>
	Reserve Maintenance Fund	2000000068	N/A	\$2,205,500.00

(See Attachment A: Adopted Budget and Multi-Year Capital Plan FY 2021-22, Volume 3 Page 152)

OPERATIONS

COST IMPACT / FUNDING: Not Applicable, this is a PSA for A/E services.

MAINTENANCE

COST IMPACT / FUNDING: Not Applicable, this is a PSA for A/E services.

LIFE

EXPECTANCY OF ASSET: Not Applicable, this is a PSA for A/E services.

PTP FUNDING: No

GOB FUNDING: No

ARRA FUNDING: No

<u>PROJECT TECHNICAL CERTIFICATION REQUIREMENTS:</u>	<u>TYPE</u>	<u>CODE</u>	<u>DESCRIPTION</u>
	Prime	4.01	Aviation Systems – Engineering
	Other	3.02	Highway Systems- Major Highway Design
		9.01	Soil, Foundations, Materials Testing –Drilling Subsurface Investigation and Seismographic Services

9.02	Soils, Foundation, Materials Testing –Geotechnical and Materials Services
16.00	General Civil Engineering

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. AECOM shall meet the LEED certification indicated in each service order issued under this PSA and will comply with the County’s Sustainable Buildings Program, Sections 9-71 through 9-75 of the Miami-Dade County Code and Implementing Order No. 8-8, and other best practices approved by the Board, as applicable.

SEA LEVEL RISE (ORD. NO. 14-79): Not applicable

NTPC'S DOWNLOADED: 8

PROPOSALS RECEIVED: 2

TOTAL CONTRACT PERIOD: Six (6) years, plus two (2) one-year options to renew

CONTINGENCY PERIOD: Not applicable

IG FEE INCLUDED: Yes

ART IN PUBLIC PLACES: Not applicable

BASE ESTIMATE: \$2,000,000.00

BASE CONTRACT AMOUNT: \$2,000,000.00

CONTINGENCY ALLOWANCE (SECTION 2-8.1 MIAMI DADE COUNTY CODE):	TYPE	PERCENT	AMOUNT	COMMENT
	PSA	10%	\$200,000.00	

IG FEE
(ORDINANCE NO. \$5,500.00
97-215):

TOTAL AMOUNT: \$2,205,500.00

DELEGATED AUTHORITY

Pursuant to the provisions of Section 2-285.2 of the Miami-Dade County Code, the County Mayor or County Mayor’s designee will have the authority to execute, amend, and terminate Contract No. E21-MDAD-01 and to resolve disputes.

TRACK RECORD/MONITOR

SBD HISTORY OF

VIOLATIONS: None

EXPLANATION: The Request to Advertise (RTA) was filed with Clerk of the Board on November 19, 2021. A total of two proposals were received on December 20, 2021.

On February 9, 2022, the Internal Services Department (ISD) Small Business Development Division deemed both proposals compliant with the contract measure established for this project.

(See Attachment B: SBD Project Worksheet and Compliance)

On March 23, 2022, at the First-Tier meeting, the CSC evaluated all responsive and responsible proposals and deemed the information sufficient to determine the qualifications of the teams. The CSC was tasked with evaluating the experience and qualifications of the Proposers and scored and ranked the proposals in accordance with the evaluation criteria outlined in the solicitation. In that regard, see Table A on the next page.

By majority vote, the CSC decided to forego Second-Tier proceedings and recommended the number one ranked firm for negotiation of the PSA.

Table A.

Firm	Total Adjusted Qualitative Points	Total Adjusted Ordinal Score	Final Ranking
AECOM Technical Services, Inc.	282	4	1
Kimley-Horn & Associates, Inc.	279	5	2

The Negotiation Committee was approved by the County Mayor’s designee on April 8, 2022. (See Attachment C: Negotiation Authorization, List of Respondents and Tabulation Sheets). The Negotiation Committee negotiated with the first ranked firm AECOM Technical Services, Inc. on April 23, 2022, and April 26, 2022. The Negotiation Committee reached a consensus to finalize negotiations on April 26, 2022.

Pursuant to Resolution No. R-187-12, due diligence was conducted to determine the consultant’s responsibility, including verifying corporate status and that no performance or compliance issues exist. The following searches revealed no adverse findings for the firm: Small Business Development (SBD) database, convicted vendors, debarred vendors, delinquent contractors, suspended vendors, and federal excluded parties list.

There are 117 evaluations for work performed for the County by AECOM in the Capital Improvements Information System (CIIS) database with an average rating of 3.7, which is indicative of good performance. (See Attachment D: Contractor Evaluations Report)

Based on the above, it is recommended that this PSA be awarded in the not to exceed amount of \$2,205,500.00 to AECOM.

SUBMITTAL DATE: December 20, 2021

**ESTIMATED
NOTICE TO
PROCEED:** October 2022

**PRIME
CONSULTANT:** AECOM Technical Services, Inc.

**COMPANY
PRINCIPAL:** Andrew Kacer

**COMPANY
QUALIFIERS:** Andrew Kacer

**COMPANY EMAIL
ADDRESS:** Andy.Kacer@aecom.com

**COMPANY STREET
ADDRESS:** 2 Alhambra Plaza, Suite 900

**COMPANY CITY-
STATE-ZIP:** Coral Gables Florida 33134

**YEARS IN
BUSINESS:** 32

**PREVIOUS
EXPERIENCE WITH
COUNTY IN THE
LAST THREE
YEARS:** According to the Firm History Report, as provided by the Division of Small Business Development, AECOM has held 8 contracts as Prime Contractor in the last three years, with a total value of \$11,665,369.00 (See Attachment E: A/E Firm History Report).

SUBCONSULTANTS: BND Engineer, Inc., SBE-A&E Firm (15 percent)
T Y Lin International
NV5 Global Inc.

**MINIMUM
QUALIFICATIONS:** No

**EXCEED LEGAL
REQUIREMENTS:** No

**REVIEW
COMMITTEE:** **MEETING DATE:** July 27, 2021 **SIGNOFF DATE:** September 16, 2021

**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	15.00%	\$330,000.00	

MANDATORY

CLEARING HOUSE: N/A

CONTRACT

MANAGER NAME/

PHONE / EMAIL: Sylvia Novela 305-876-7048 snovela@flymia.com

PROJECT

MANAGER

NAME / PHONE /

EMAIL: Miguel Riera 305-876-7453 mreira@flymia.com

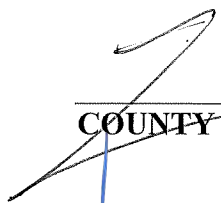
Signature Page
Contract No: E21-MDAD-01
to AECOM Technical Services, Inc.

**BUDGET
APPROVAL
FUNDS
AVAILABLE:**

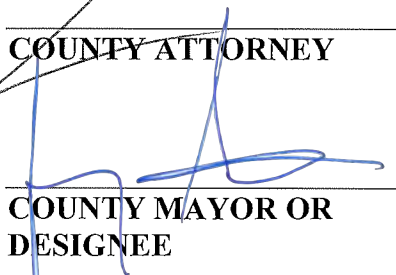


OFFICE OF MANAGEMENT DATE
AND BUDGET (OMB)
DIRECTOR 7/28/2022

**APPROVED AS
TO LEGAL
SUFFICIENCY:**



COUNTY ATTORNEY 7-27-22
DATE



COUNTY MAYOR OR 8-3-22
DESIGNEE **DATE**

**CLERK
DATE**

DATE

Attachment A

FY 2021-2022 Adopted Budget Volume
3 Page 152

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

MIAMI INTERNATIONAL AIRPORT (MIA) - RESERVE MAINTENANCE SUBPROGRAM

PROGRAM #: 2000000068

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

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

REVENUE SCHEDULE:	PRIOR	2021-22	2022-23	2023-24	2024-25	2025-26	2026-27	FUTURE	TOTAL
Reserve Maintenance Fund	70,925	58,874	23,443	23,600	23,600	23,600	23,600	0	247,642
TOTAL REVENUES:	70,925	58,874	23,443	23,600	23,600	23,600	23,600	0	247,642
EXPENDITURE SCHEDULE:	PRIOR	2021-22	2022-23	2023-24	2024-25	2025-26	2026-27	FUTURE	TOTAL
Construction	68,065	52,995	21,099	21,240	21,240	21,240	21,240	0	227,119
Planning and Design	2,860	5,879	2,344	2,360	2,360	2,360	2,360	0	20,523
TOTAL EXPENDITURES:	70,925	58,874	23,443	23,600	23,600	23,600	23,600	0	247,642

MIAMI INTERNATIONAL AIRPORT (MIA) - SOUTH TERMINAL EXPANSION SUBPROGRAM

PROGRAM #: 2000001317

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

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

REVENUE SCHEDULE:	PRIOR	2021-22	2022-23	2023-24	2024-25	2025-26	2026-27	FUTURE	TOTAL
Aviation Revenue Bonds	213	0	0	0	0	0	0	0	213
FDOT Funds	0	2,295	6,156	3,517	4,367	9,375	0	0	25,710
Future Financing	0	17,575	33,769	8,980	67,209	106,278	142,911	46,248	422,970
TOTAL REVENUES:	213	19,870	39,925	12,497	71,576	115,653	142,911	46,248	448,893
EXPENDITURE SCHEDULE:	PRIOR	2021-22	2022-23	2023-24	2024-25	2025-26	2026-27	FUTURE	TOTAL
Construction	7	14,576	27,571	6,063	71,576	115,653	142,911	46,248	424,605
Planning and Design	206	5,294	12,354	6,434	0	0	0	0	24,288
TOTAL EXPENDITURES:	213	19,870	39,925	12,497	71,576	115,653	142,911	46,248	448,893

Attachment B

SBD Project Worksheet and Compliance



Small Business Development Division

Project Worksheet

Project/Contract Title: Pavement Management Program

Received Date: 7/27/2021

Project/Contract No: E21-MDAD-01

Funding Source: MDAD Multi Year
Operating Budget
(Non-Capital)

Department: Aviation

Estimated Cost of Project/Bid: \$2,205,500.00

Description of Project/Bid: This project will consist of updating and maintaining the Pavement Management Program (PMP) for MDAD facilities in PAVER. The service will include inspecting and evaluating pavement conditions (runways, taxiways, ramps, and gates), collecting and reviewing as-built data, field verifying as-built conditions, updating the PMP PAVER data base updating the existing modeling scenario, reviewing and updating the MDAD design guidelines, reviewing and updating the technical specification, updating the annual maintenance and repair forecast in PAVER and assisting MDAD with pavement evaluation and analysis, and any supportive tasks ancillary to the primary scope of services.

Contract Measures Recommendation		
Measure	Program	Goal Percent
Goal	SBE-A&E	15%
Reasons for Recommendation		
SMALL BUSINESS ENTERPRISE - ARCHITECTURAL & ENGINEERING (SBE/A&E)		
An analysis of the factors contained in the project package, as well as the factors contained in Section V.B.2.C of Implementing Order 3-32 indicates that a 15.00% SBE/A&E Sub-consultant goal is appropriate for this contract in the following Technical Categories (TC's) Highway Systems-Major Highway Design-5%, Soils, Foundations and Materials Testing- Drilling, Substitute Investigation and Seismographic Services2.5%, Soils, Foundations and Materials Testing- Geotechnical and Materials Engineering Services-2.5% and General Civil Engineering-5%.		
MDC-TCC 03-02 MAJOR HIGHWAY DESIGN, MDC-TCC 16 GENERAL CIVIL ENGINEERING, MDC-TCC 04-01 ENGINEERING DESIGN, MDC-TCC 09-01 DRILLING, SUBSURFACE INVESTIGATIONS AND SEISMOGRAPHIC SERVICES, MDC-TCC 09-02 GEOTECHNICAL AND MATERIALS ENGINEERING SERVICES		
Small Business Contract Measure Recommendation		
Sub-trade	Category	
Major Highway Design	SBE-A&E	
Drilling, Substitute Investigation and Seismographic Services	SBE-A&E	
Geotechnical and Materials Engineering Services	SBE-A&E	
General Civil Engineering	SBE-A&E	

Living Wages:

YES

☐

NO

☒

Highway:

YES

☐

NO

☒

Heavy Construction:

YES

☐

NO

☒

Responsible Wages:

YES

☐

NO

☒

Building:

YES

☐

NO

☒

Daniella Leino Cava

County Mayor (Aviation Only)

9/16/21

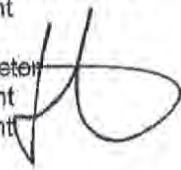
Date

MEMORANDUM

MIAMI-DADE
COUNTY

DATE: February 9, 2022

TO: Namita Uppal, Chief Procurement Officer
Internal Services Department

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

SUBJECT: Compliance Review
Project No. E21-MDAD-01
Professional Services Agreement for Pavement Management Program.

Small Business Development (SBD), a Division of the Internal Services Department, has completed its review of the subject project for compliance with the Small Business Enterprise-Architectural and Engineering (SBE-A&E) Program. The contract measure established for this project is a 15.00% SBE-A&E sub-consultant goal.

The Strategic Procurement Division of the Internal Services Department has submitted proposal documents that included the Certificate of Assurance for the firms listed below acknowledging the project's SBE measure. Each firm also submitted their Utilization Plan (UP) identifying the SBE sub-consultants to fulfill the goal via the Business Management Workforce System (BMWS) and the following is their pre-award compliance status and summary.

FIRM:

1. AECOM Technical Services, Inc.
2. Kimley-Horn & Associates, Inc.

STATUS:

Compliant
Compliant

SUMMARY:

AECOM Technical Services, Inc., a non-certified SBE-A&E firm committed to utilize the following certified SBE-A&E firm: BND Engineers, Inc. to perform Technical Categories (TCs) 3.02 (Highway Systems – Major Highway Design), 4.01 (Aviation Systems - Engineering Design) and 16 (General Civil Engineering) at 15.00%. The SBE-A&E certified sub-consultant confirmed their participation via the BMWS in agreement with the measure.

AECOM Technical Services, Inc. has satisfied the contract's 15.00% SBE-A&E sub-consultant goal and is in compliance with the overall Small Business measures established for this contract.

Kimley-Horn & Associates, Inc., a non-certified SBE-A&E firm committed to utilize the following certified SBE-A&E firms: CRJ & Associates, Inc. to perform TCs 4.01 (Aviation Systems - Engineer Design), and 16.00 (General Civil Engineering) at 13.00% and Geosol, Inc to perform TCs 9.01 (Soils, Foundations and Material Testing – Drilling, Subsurface Investigations and Seismographic Services) and 9.02 (Soils, Foundations and Material Testing – Geotechnical and Materials Engineering Services) at 2%.

Kimley-Horn & Associates, Inc. has satisfied the contract's 15.00% SBE-A&E sub-consultant goal and is in compliance with the overall Small Business measures established for this contract.

Namita Uppal
E21-MDAD-01
February 9, 2022
Page 2

SBD has verified that none of the aforementioned firms are listed on the Compliance Report of Open and Closed Small Business, Wage and/or Workforce Violations in the last three (3) years with an open violation. Please be reminded that SBD's review is specific to the SBE-A&E Program. The Strategic Procurement Division of the Internal Services Department is responsible for any other issues that may exist.

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

C: Laurie Johnson, SBD
Franklin Gutierrez, ISD
Jorge Vital, ISD

Attachment C

Negotiations Authorization, List of
Respondents, and Tabulation Sheets

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

11:18 am, 04/12/2022

CLERK OF THE BOARD

Memorandum



Date: April 7, 2022
To: Alex Muñoz, Director
Miami-Dade Internal Services Department
Through: Namita Uppal, C.P.M., Deputy Director and Chief Procurement Officer
Internal Services Department
From: Jorge Vital, Consultant Selection Coordinator *Jorge Vital*
Chairperson, Competitive Selection Committee
Subject: NEGOTIATION AUTHORIZATION
Pavement Management Program
ISD Project No. E21-MDAD-01

Digitally signed by
Namita Uppal
DN: cn=Namita Uppal,
o=Miami Dade County,
ou=Chief Procurement
Officer,
email=uppal@miamidade.gov, c=US
Date: 2022.04.07
10:45:14 -0400

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

ISD Project No.: E21-MDAD-01.

Project Title: Pavement Management Program.

Scope of Services Summary: The project will consist of updating and maintaining the Pavement Management Program (PMP) for Miami-Dade Aviation Department (MDAD) Facilities. The scope of services shall include inspecting and evaluating pavement conditions (runways, taxiways, ramps and gates), collecting and reviewing as-built data, field verifying as-built conditions, updating the PMP PAVER data base, updating the existing modeling scenario, reviewing and updating the MDAD design guidelines, reviewing and updating the technical specifications, updating the annual maintenance and repair forecast in PAVER and assisting the Department with pavement evaluations and analysis, and any supportive tasks ancillary to the primary scope of services.

Experience and Qualifications: The Prime Consultant is preferred to have ten (10) years of cumulative experience in developing and maintaining a Pavement Management Program for airports of similar size and complexity as Miami International Airport.

Term and Estimated Cost of Contract: The County intends to retain one (1) qualified consultant under a non-exclusive Professional Services Agreement for a term of six (6) years, plus two (2) one-year options to extend. The Professional Services Agreement has a total maximum compensation of \$2,205,500, inclusive of a ten percent (10%) contingency in accordance with Ordinance 00-65.

Small Business Enterprise Goal: On September 16, 2021, the Internal Services Department's Small Business Development Division established a 15% Small Business Enterprise – Architectural and Engineering Goal for this project.

Advertisement Date: November 19, 2021.

Number of Proposals Received: Two (2) proposals were received by the submittal deadline of December 20, 2021.

MDC017

Analysis of Market Availability: Because fewer than three (3) firms submitted proposals in response to the solicitation, and in accordance with the requirements of the Notice to Professional Consultants, market research was performed. On December 21, 2021, the final recommendation of the market research was to proceed with the evaluation of the two (2) proposals.

Name of Proposer(s): Please refer to the attached List of Respondents.

Small Business Enterprise Compliance Review: Please refer to the attached Compliance Review Memorandum dated February 9, 2022, wherein all Proposers were deemed compliant.

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

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

First Tier Results: The First Tier meeting was held on March 23, 2022. The Competitive Selection Committee was tasked with evaluating the experience and qualifications of the Proposers and scoring and ranking the proposals in accordance with the evaluation criteria outlined in the solicitation. The Competitive Selection Committee scored all responsive proposals. During the evaluation process, there were no ties. Please refer to the attached First Tier Tabulation Sheet.

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

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

- Jorge Vital, A&E Consultant Selection Coordinator, Non-Voting Chairperson, Internal Services Department
- Joaquin Menendez, Engineer 3, Miami-Dade Aviation Department
- Sergio Mejia, Engineer 4, Miami-Dade Aviation Department
- Colin Armorer, Chief DTPW Field / System Engineering, Department of Transportation and Public Works

Request for Authorization to Enter Negotiations: Pursuant to Section 2-10.4 (6) of the Code of Miami-Dade County, it is hereby requested that the County Mayor or County Mayor's designee approve the selection of the following firm for the purpose of negotiating one (1) Non-Exclusive Professional Services Agreement for this solicitation, in accordance with the Competitive Selection Committee's recommendation:

RANKING OF RESPONDENTS

AECOM TECHNICAL SERVICES, INC.

Final Ranking – 1

Total Adjusted Ordinal Score – 4

Total Adjusted Qualitative Points – 282

The following firm will serve as an alternate:

KIMLEY-HORN & ASSOCIATES, INC.

Final Ranking – 2

Total Adjusted Ordinal Score – 5

Total Adjusted Qualitative Points – 279

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

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

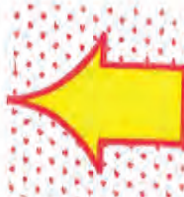
If approved, the Negotiation Committee will proceed with contract negotiations in accordance with Section 2-10.4(6) of the Code of Miami-Dade County, and submit the signed contract to be presented to the Board of County Commissioners for final approval, no later than 60 days from the date of this memorandum.

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

Approved:

Alex Muñoz
Director

4/8/22
Date



Attachments:

1. Analysis of Market Availability
2. List of Respondents
3. SBD Compliance Review
4. First Tier Tabulation Sheet

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

ANALYSIS OF MARKET AVAILABILITY

ISD Project No.:	E21-MDAD-01
ISD Project Name:	Pavement Management Program
Department:	Miami-Dade County Aviation Department
Submittal Date:	December 20, 2021
Submittals Received:	Two (2)
A&E Coordinator:	Jorge Vital
Prepared on:	December 21, 2021

BACKGROUND:

Internal Services Department Project No. E21-MDAD-01, Pavement Management Program, was advertised on behalf of the Miami-Dade County Aviation Department (MDAD) on November 19, 2021. This solicitation was advertised to contract a professional services architectural and engineering firm to update and maintain the Pavement Management Program (PMP) for MDAD Facilities. The selected consultant will be inspecting and evaluating pavement conditions (runways, taxiways, ramps and gates), collecting and reviewing as-built data, field verifying as-built conditions, updating the PMP PAVER data base, updating the existing modeling scenario, reviewing and updating the MDAD design guidelines, reviewing and updating the technical specifications, updating the annual maintenance and repair forecast in PAVER and assisting the Department with pavement evaluations and analysis, and any supportive task ancillary to the primary scope of services.

The Notice to Professional Consultants for this solicitation included the following Technical Certification requirements:

4.01 Aviation Systems-Engineering Design (PRIME)

3.02 Highway Systems – Major Highway Design

9.01 Soils, Foundations and Materials Testing – Drilling, Subsurface Investigation and Seismographic Services

9.02 Soils, Foundations and Materials Testing – Geotechnical and Materials Engineering Services

16.00 General Civil Engineering

The Notice to Professional Consultants included preference that the proposers demonstrate experience and qualifications as follows:

- The Prime Consultant is preferred to have ten (10) years of cumulative experience in developing and maintaining a Pavement Management Program (PMP) for airports of similar size and complexity as MIA.

The Miami-Dade County Small Business Development (SBD) assigned a 15% SBE/A&E Goal to this project.

One addendum to the Notice to Professional Consultants was issued on December 9, 2021, which answered one SBD question.

Two proposals were received by BidSync on December 21, 2021.

Section 3.2 of the Notice To Professional Consultants' states the following: "In the event that the County receives fewer than three proposals, the County may, in consideration of the nature of the project (specialized scope of services, technical certifications required, preclusion language, potential for organizational conflict of interest, project priority, etc.), elect to proceed with the proposal(s) received which are determined to be responsive and responsible."

ANALYSIS OF MARKET AVAILABILITY:

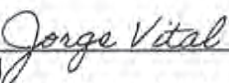
Prior to the advertisement of the Notice to Professional Consultants, a Consultant Survey was attached to the future solicitation document posted for two weeks on September 13, 2021. No questions or comments were received from any firms or individuals during those two weeks or afterwards regarding any difficulties in joining or teaming with other firms. Additionally, the Architectural and Engineering (A&E) Unit conducted analysis of the market availability which showed 104 firms were registered with the county and technically satisfied to perform the requested work as a Prime consultant.

The BidSync report shows that 1,080 A&E firms were notified of this solicitation, and 78 of those firms successfully downloaded the solicitation. Additionally, during the project briefing meeting held on November 30, 2021, to which 13 firms' representatives attended, no one raised any issues or concerns regarding any apparent project participation restrictions or limitations. The general expectation at that time was that due to the specialized nature of the project, a limited number of firms will consider competing for selection on this project.

RECOMMENDATION:

MDAD has expressed its need of promptly selecting a consultant to have this contract in place. This project was pre-advertised as a future solicitation on September 13, 2021 for a period of 2 weeks, and no questions or comments were received from the public. Furthermore, the formal advertisement period for this project was a month, from November 19, 2021 to December 20, 2021.

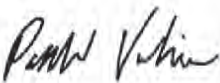
Based upon the above facts, and MDAD's need for these specialized services, it is recommended that the two proposals received electronically via Bidsync be considered and evaluated through the A&E process.



Jorge Vital
A&E Consultant Selection Coordinator
Internal Services Department

December 21, 2021

Date



Pablo Valin 12/21/2021



MIAMI DADE COUNTY
INTERNAL SERVICES DEPARTMENT

LIST OF RESPONDENTS

Project Name: Pavement Management Program

Project No.: E21-MDAD-01

Measures: SBE/AE: 15%

No. of Agreements: 1

Contract Type: PROFESSIONAL SERVICES AGREEMENT

Submittal Date: 12/20/2021

Team No.: 1

Prime Local Preference: Yes

Prime Name: AECOM TECHNICAL SERVICES INC

FEIN No.: 952661922

Trade Name:

Sub-Consultants Name

- a. BND ENGINEERS INC
- b. T Y LIN INTERNATIONAL
- c. NV5

Trade Name

KACO

Subs FEIN No.

650421519

941598707

271979486

Team No.: 2

Prime Local Preference: Yes

Prime Name: KIMLEY-HORN & ASSOCIATES INC

FEIN No.: 560885615

Trade Name:

Sub-Consultants Name

- a. CRJ & ASSOCIATES INC
- b. GEOSOL INC

Trade Name

Subs FEIN No.

650969527

650997886

FIRST - TIER MEETING DATE: MARCH 23, 2022		COMPETITIVE SELECTION COMMITTEE					SUB-TOTAL	TOTAL & ADJ. QUALITATIVE SCORE	TOTAL ADJ. ORDINAL SCORES	ORDINAL RANKING	FINAL RANK
MIAMI-DADE COUNTY AVIATION DEPARTMENT (MDAD) PAVEMENT MANAGEMENT PROGRAM TABULATION SHEET ISD PROJECT NO. E21-MDAD-01		Sergio Mejia (MDAD)	Joaquin Menendez (MDAD)	Collin Armorer (DTPW)	Li Gurau (WASD)	Evelin Legcevic (DTPW)					
NAME OF FIRM(S)											
1	AECOM TECHNICAL SERVICES INC (LOCAL)										
	1A - Qualification of firms including team members associated to the project (Max. 60 points)	48	48	48	50	49	243				
	2A - Knowledge and Past Experience of similar type projects (Max. 20 points)	19	20	19	20	16	94				
	3A - Past Performance of the Firms (Max. 20 points)	18	18	18	20	19	93				
	4A - Amount of Work Awarded and Paid by the County (Max. 5 points)	3	3	5	3	3	17				
	5A - Ability of team members to interface with the County (Max 5 points)	5	5	5	5	5	25				
		93	94	95	98	92		472			
	Ordinal Scores	1	1	2	1	2					
	Cropped Ordinal Scores		1	2					4	1	1
	Dropped Qualitative Scores				98	92		282			
	Tie-Breaker(CSC Ords)-Criterion 1A,2A,3A,4A,5A, then Total Qual. Points for 1A,2A,3A,4A,5A.										
	Tie-Breaker (Total Ord. Score)-Total Adjusted Qual. Points, then Total Qual. Points for 1A,2A,3A,4A,5A										

FIRST - TIER MEETING DATE: MARCH 23, 2022		COMPETITIVE SELECTION COMMITTEE					SUB-TOTAL	TOTAL & ADJ. QUALITATIVE SCORE	TOTAL ADJ. ORDINAL SCORES	ORDINAL RANKING	FINAL RANK
MIAMI-DADE COUNTY AVIATION DEPARTMENT (MDAD) PAVEMENT MANAGEMENT PROGRAM TABULATION SHEET ISD PROJECT NO. E21-MDAD-01		Sergio Mejia (MDAD)	Joaquin Menendez (MDAD)	Colin Armorer (DTPW)	Li Gurau (WASD)	Evelin Legecivic (DTPW)					
2	KIMLEY-HORN & ASSOCIATES INC (LOCAL)										
	1A - Qualification of firms including team members associated to the project (Max. 50 points)	45	45	49	49	47	235				
	2A - Knowledge and Past Experience of similar type projects (Max. 20 points)	18	17	19	19	20	93				
	3A - Past Performance of the Firms (Max. 20 points)	18	17	19	18	19	91				
	4A - Amount of Work Awarded and Paid by the County (Max. 5 points)	5	5	5	3	5	23				
	5A - Ability of team members to interface with the County (Max 5 points)	4	5	4	5	4	22				
		90	89	96	94	95		464			
	Ordinal Scores	2	2	1	2	1					
	Dropped Ordinal Scores		2	1					5	2	2
	Dropped Qualitative Scores		89	96				279			
	Tie-Breaker(CSC Ords)-Criterion 1A,2A,3A,4A,5A, then Total Qual. Points for 1A,2A,3A,4A,5A.										
	Tie-Breaker (Total Ord. Score)-Total Adjusted Qual. Points, then Total Qual. Points for 1A,2A,3A,4A,5A										

Jorge Vital, Non-Voting Chairperson

Attachment D

Contractor Evaluation Reports

Evaluation Date Start: End: 

Capital Improvements Information System

Contractor Evaluations Report (All Contracts)

<u>Dept</u>	<u>Contract</u>	<u>Type</u>	<u>Contractor / Architect Name</u>	<u>Date</u>	<u>Rater</u>	<u>Period</u>	<u>Rate</u>
AV	E13-MDAD-02	PSA	AECOM Technical Services, Inc.	8/29/2019	Miguel Riera	Interim	4.0
ID	EDP-ID-1190038	EDP	AECOM Technical Services, Inc.	9/23/2021	Jorge I Perez	Completion of study or design	4.0
ID	EDP-ID-1190074	EDP	AECOM Technical Services, Inc.	9/23/2021	Jorge I Perez	Completion of study or design	4.0
MT	CIP142-1-TPW16-OE1 (2) (AECOM) PSA FIR DTPW CAPITAL IMPROVEMENT PLAN (2) WO: WO-C-006.R0	PSA	AECOM Technical Services, Inc.	1/28/2022	German Arenes	Project conclusion or closeout	4.0
MT	CIP142-1-TPW16-OE1 (2) (AECOM) PSA FIR DTPW CAPITAL IMPROVEMENT PLAN (2) WO: WO-C-006.R0	PSA	AECOM Technical Services, Inc.	1/28/2022	German Arenes	Project conclusion or closeout	4.0
MT	CIP142-1-TPW16-OE1 (2) (AECOM) PSA FIR DTPW CAPITAL IMPROVEMENT PLAN (2) WO: WO-C-002.R0	PSA	AECOM Technical Services, Inc.	4/29/2019	Ahmed Rasheed	Interim	3.9
PE	E14-RER-03-AECOM WO: 002-D14/03-AECO	PSA	AECOM Technical Services, Inc.	8/6/2018	Josue Carias	Interim	2.9
PE	E14-RER-03-AECOM WO: 001R1-D14/03-AE	PSA	AECOM Technical Services, Inc.	5/12/2021	Josue Carias	Project conclusion or closeout	3.6
PE	E14-RER-03-AECOM WO: 008-D14/03-AECO	PSA	AECOM Technical Services, Inc.	5/12/2021	Josue Carias	Project conclusion or closeout	3.7
PE	E01-DERM-04-EP-40	PSA	AECOM Technical Services, Inc.	2/25/2006		Project conclusion or closeout	3.0
PE	E01-DERM-01-4	PSA	AECOM Technical Services, Inc.	3/1/2006		None	3.0
SP	E11-SEA-03 WO: 16	PSA	AECOM Technical Services, Inc.	7/31/2017	Robert Stebbins Jr.,	Interim	4.0
SP	E18-SEA-03 WO: 1	PSA	AECOM Technical Services, Inc.	1/26/2022	Helga Sommer	Interim	4.0
WS	E13-WASD-01-R WO: 12.06	PSA	AECOM Technical Services, Inc.	6/22/2021	Huren An (Jeff)	Completion of study or design	3.9
WS	E13-WASD-01-R WO: 12.04(B)	PSA	AECOM Technical Services, Inc.	9/10/2020	Huren An (Jeff)	Completion of study or design	3.9
WS	E13-WASD-01-R WO: 16.05	PSA	AECOM Technical Services, Inc.	12/14/2020	Huren An (Jeff)	Completion of study or design	3.6
WS	E13-WASD-01-R WO: 12.05	PSA	AECOM Technical Services, Inc.	1/14/2021	Huren An (Jeff)	Completion of study or design	4.0
WS	E13-WASD-01-R WO: 16.04	PSA	AECOM Technical Services, Inc.	8/9/2019	Huren An (Jeff)	Completion of study or design	3.6
WS	E13-WASD-01-R WO: 6.02(A)	PSA	AECOM Technical Services, Inc.	4/30/2018	Huren An (Jeff)	Completion of study or design	4.0
WS	E13-WASD-01-	PSA	AECOM Technical Services, Inc.	10/2/2019	Huren An (Jeff)	Completion of study or design	4.0

MDC026

	R WO: 12.04A					
WS	E13-WASD-01-R	PSA	AECOM Technical Services, Inc.	11/19/2019	Huren An (Jeff)	Completion of study or design 3.7
	WO: 16.04A					
WS	E13-WASD-01-R	PSA	AECOM Technical Services, Inc.	3/18/2020	Huren An (Jeff)	Completion of study or design 3.6
	WO: 16.04(B)					
WS	E13-WASD-01-R	PSA	AECOM Technical Services, Inc.	4/9/2020	Huren An (Jeff)	Completion of construction 3.0
	WO: 11.02					
WS	E13-WASD-01-R	PSA	AECOM Technical Services, Inc.	6/29/2020	Huren An (Jeff)	Completion of study or design 4.0
	WO: 12.04					
WS	E13-WASD-01-R	PSA	AECOM Technical Services, Inc.	1/18/2019	Huren An (Jeff)	Completion of study or design 3.9
	WO: 12.02					
WS	E13-WASD-01-R	PSA	AECOM Technical Services, Inc.	1/18/2019	Huren An (Jeff)	Completion of study or design 4.0
	WO: 12.02(B)					
WS	E13-WASD-01-R	PSA	AECOM Technical Services, Inc.	2/7/2019	Huren An (Jeff)	Completion of study or design 3.5
	WO: 16.03					
WS	E13-WASD-01-R	PSA	AECOM Technical Services, Inc.	10/4/2018	Huren An (Jeff)	Completion of study or design 4.0
	WO: 6.02(B)					
WS	E13-WASD-01-R	PSA	AECOM Technical Services, Inc.	1/4/2018	Huren An (Jeff)	Completion of study or design 3.6
	WO: 09					
WS	E13-WASD-01-R	PSA	AECOM Technical Services, Inc.	3/14/2017	Huren An (Jeff)	Completion of study or design 3.8
	WO: 9.01					
WS	E13-WASD-01-R	PSA	AECOM Technical Services, Inc.	7/19/2017	Huren An (Jeff)	Completion of study or design 3.8
	WO: 6.02					
WS	E13-WASD-01-R	PSA	AECOM Technical Services, Inc.	4/17/2017	Huren An (Jeff)	Completion of study or design 3.0
	WO: 11.01					
WS	E13-WASD-01-R	PSA	AECOM Technical Services, Inc.	4/20/2017	Huren An (Jeff)	Completion of study or design 3.5
	WO: 16.01					
WS	E13-WASD-01-R	PSA	AECOM Technical Services, Inc.	2/15/2017	Huren An (Jeff)	Completion of study or design 4.0
	WO: 6.01					
WS	E07-WASD-05(A)	PSA	AECOM Technical Services, Inc.	7/30/2014	James Ferguson	Interim 3.9
	WO: Task No.1					
WS	E07-WASD-05(A)	PSA	AECOM Technical Services, Inc.	1/31/2011	James Ferguson	Interim 3.7
	WO: Task No.1					
WS	E01-WASD-05, Project 2	PSA	AECOM Technical Services, Inc.	8/9/2006	Sylvia Gonzalez	Project conclusion or closeout 4.0
	WO: Task 03					
WS	E04-WASD-05	PSA	AECOM Technical Services, Inc.	10/15/2007	Sylvia Gonzalez	Project conclusion or closeout 2.9
	WO: Task 02					
WS	E01-WASD-05, Project 2	PSA	AECOM Technical Services, Inc.	7/21/2006	Rafael J. Ballesteros	Project conclusion or closeout 4.0
	WO: Task 04					
WS	E07-WASD-05	PSA	AECOM Technical Services, Inc.	8/5/2014	Mario Garcia	Interim 4.0
WS	E07-WASD-05(A)	PSA	AECOM Technical Services, Inc.	8/5/2014	Mario Garcia	Interim 4.0
WS	E07-WASD-05	PSA	AECOM Technical Services, Inc.	5/5/2015	Mario Garcia	Project conclusion or closeout 4.0
WS	E07-WASD-05(A)	PSA	AECOM Technical Services, Inc.	5/5/2015	Mario Garcia	Project conclusion or closeout 4.0
WS	E04-WASD-05	PSA	AECOM Technical Services, Inc.	3/11/2011	Peter M Jelonek	Completion of study or design 3.8
	WO: Task 04					
WS	E04-WASD-05	PSA	AECOM Technical Services, Inc.	3/11/2011	Peter M Jelonek	Completion of study or design 3.9
	WO: 08A					
WS	E04-WASD-05	PSA	AECOM Technical Services, Inc.	3/11/2011	Peter M Jelonek	Completion of study or design 3.9
	WO: 09					
WS	E04-WASD-05	PSA	AECOM Technical Services, Inc.	9/27/2013	Peter M Jelonek	Completion of study or design 4.0
	WO: 05					
WS	E04-WASD-05	PSA	AECOM Technical Services, Inc.	9/27/2013	Peter M Jelonek	Completion of study or design 3.9
	WO: 11					
WS	E04-WASD-05	PSA	AECOM Technical Services, Inc.	8/25/2011	Peter M Jelonek	Project conclusion or closeout 3.9
	WO: 07					
WS	E07-WASD-09	PSA	AECOM Technical Services, Inc.	8/16/2018	Lin Li	Project conclusion or closeout 3.9
	WO: 15					

MDC027

WS	E07-WASD-09 WO: 4	PSA	AECOM Technical Services, Inc.	10/15/2010 Lin Li	Completion of study or design	3.8
WS	E07-WASD-09 WO: 3	PSA	AECOM Technical Services, Inc.	10/15/2010 Lin Li	Completion of study or design	3.8
WS	E07-WASD-09 WO: 2	PSA	AECOM Technical Services, Inc.	3/2/2010 Lin Li	Interim	3.3
WS	E07-WASD-09 WO: 1	PSA	AECOM Technical Services, Inc.	10/21/2010 Lin Li	Interim	3.6
WS	E07-WASD-09 WO: 6	PSA	AECOM Technical Services, Inc.	1/11/2011 Lin Li	Interim	3.7
WS	E07-WASD-09 WO: 5	PSA	AECOM Technical Services, Inc.	1/11/2011 Lin Li	Interim	3.8
WS	E07-WASD-09 WO: 7	PSA	AECOM Technical Services, Inc.	1/12/2011 Lin Li	Interim	3.9
WS	E07-WASD-09 WO: 10	PSA	AECOM Technical Services, Inc.	9/30/2015 Lin Li	Project conclusion or closeout	3.9
WS	E07-WASD-09 WO: 15	PSA	AECOM Technical Services, Inc.	4/14/2015 Lin Li	Completion of study or design	3.9
WS	E07-WASD-09 WO: 14	PSA	AECOM Technical Services, Inc.	1/2/2014 Lin Li	Completion of study or design	3.9
WS	E07-WASD-09 WO: 5	PSA	AECOM Technical Services, Inc.	1/14/2014 Lin Li	Completion of study or design	3.3
WS	E07-WASD-09 WO: 7	PSA	AECOM Technical Services, Inc.	6/16/2014 Lin Li	Completion of construction	3.9
WS	E07-WASD-09 WO: 1	PSA	AECOM Technical Services, Inc.	4/25/2011 Lin Li	Completion of study or design	3.8
WS	E07-WASD-09 WO: 1	PSA	AECOM Technical Services, Inc.	4/25/2011 Lin Li	Completion of study or design	3.8
WS	E07-WASD-09 WO: 9	PSA	AECOM Technical Services, Inc.	7/22/2011 Lin Li	Completion of study or design	3.8
WS	E07-WASD-09 WO: 6	PSA	AECOM Technical Services, Inc.	11/30/2011 Lin Li	Completion of study or design	3.8
WS	E07-WASD-09 WO: 11	PSA	AECOM Technical Services, Inc.	6/21/2012 Lin Li	Completion of study or design	3.9
WS	E07-WASD-09 WO: 12	PSA	AECOM Technical Services, Inc.	11/9/2012 Lin Li	Completion of study or design	3.8
WS	E07-WASD-09 WO: 8	PSA	AECOM Technical Services, Inc.	4/30/2013 Lin Li	Completion of study or design	3.7
WS	E07-WASD-09 WO: 14	PSA	AECOM Technical Services, Inc.	7/3/2013 Lin Li	Interim	3.9
WS	E04-WASD-05 WO: 10	PSA	AECOM Technical Services, Inc.	1/7/2014 Maria A. Valdes	Project conclusion or closeout	4.0
WS	E13-WASD-01-R WO: 15.02(B)	PSA	AECOM Technical Services, Inc.	2/6/2018 Margaret Hawkins Moss	Completion of study or design	3.9
WS	E13-WASD-01-R WO: 15.03	PSA	AECOM Technical Services, Inc.	7/15/2020 Margaret Hawkins Moss	Interim	3.5
WS	E13-WASD-01-R WO: 15.03	PSA	AECOM Technical Services, Inc.	7/24/2020 Margaret Hawkins Moss	Project conclusion or closeout	3.8
WS	E13-WASD-01-R WO: 2.04(B)	PSA	AECOM Technical Services, Inc.	3/30/2020 Sherry Negahban	Completion of study or design	3.4
WS	E13-WASD-01-R WO: 2.04A	PSA	AECOM Technical Services, Inc.	11/22/2019 Sherry Negahban	Completion of study or design	3.6
WS	E13-WASD-01-R WO: 2.03	PSA	AECOM Technical Services, Inc.	1/10/2019 Sherry Negahban	Completion of study or design	3.8
WS	E13-WASD-01-R WO: 2.04	PSA	AECOM Technical Services, Inc.	5/7/2019 Sherry Negahban	Completion of study or design	3.5
WS	E13-WASD-01-R WO: 2.02(B)	PSA	AECOM Technical Services, Inc.	2/22/2018 Sherry Negahban	Completion of study or design	4.0
WS	E13-WASD-01-R WO: 2.02	PSA	AECOM Technical Services, Inc.	6/16/2017 Sherry Negahban	Completion of study or design	4.0
WS	E13-WASD-01-R WO: 02	PSA	AECOM Technical Services, Inc.	2/14/2017 Sherry Negahban	Completion of study or design	4.0
WS	E13-WASD-01-R WO: 15.01	PSA	AECOM Technical Services, Inc.	4/5/2017 Edith D. Brown	Project conclusion or closeout	3.9
WS	E13-WASD-01-R	PSA	AECOM Technical Services, Inc.	5/16/2017 Daniel Edwards	Project conclusion or closeout	3.8

MDC028

WS	WO: 3.02 E13-WASD-01-R	PSA	AECOM Technical Services, Inc.	7/18/2017	Daniel Edwards	Completion of study or design	3.4
WS	WO: 4.02 E13-WASD-01-R	PSA	AECOM Technical Services, Inc.	5/17/2016	Daniel Edwards	Completion of study or design	4.0
WS	WO: 10 E13-WASD-01-R	PSA	AECOM Technical Services, Inc.	6/2/2016	Daniel Edwards	Project conclusion or closeout	4.0
WS	WO: 04 E13-WASD-01-R	PSA	AECOM Technical Services, Inc.	12/29/2016	Daniel Edwards	Completion of study or design	3.8
WS	WO: 03 E13-WASD-01-R	PSA	AECOM Technical Services, Inc.	2/15/2017	Daniel Edwards	Project conclusion or closeout	3.8
WS	WO: 14.01 E13-WASD-01-R	PSA	AECOM Technical Services, Inc.	2/15/2017	Daniel Edwards	Project conclusion or closeout	3.7
WS	WO: 3.01 E13-WASD-01-R	PSA	AECOM Technical Services, Inc.	3/7/2017	Daniel Edwards	Completion of study or design	3.7
WS	WO: 3.01 E13-WASD-01-R	PSA	AECOM Technical Services, Inc.	3/8/2017	Daniel Edwards	Project conclusion or closeout	4.0
WS	WO: 13 E13-WASD-01-R	PSA	AECOM Technical Services, Inc.	8/31/2017	Daniel Edwards	Project conclusion or closeout	3.1
WS	WO: 14.02 E13-WASD-01-R	PSA	AECOM Technical Services, Inc.	11/14/2017	Daniel Edwards	Completion of study or design	3.6
WS	WO: 4.02(A) E13-WASD-01-R	PSA	AECOM Technical Services, Inc.	2/2/2018	Daniel Edwards	Project conclusion or closeout	3.5
WS	WO: 01 rev 3 E13-WASD-01-R	PSA	AECOM Technical Services, Inc.	3/26/2018	Daniel Edwards	Completion of study or design	3.1
WS	WO: 5.02(A) E13-WASD-01-R	PSA	AECOM Technical Services, Inc.	6/22/2018	Daniel Edwards	Completion of study or design	4.0
WS	WO: 08 E13-WASD-01-R	PSA	AECOM Technical Services, Inc.	2/6/2018	Daniel Edwards	Project conclusion or closeout	3.3
WS	WO: 3.02(A) E13-WASD-01-R	PSA	AECOM Technical Services, Inc.	3/21/2017	Daniel Edwards	Completion of study or design	3.8
WS	WO: 05 E13-WASD-01-R	PSA	AECOM Technical Services, Inc.	1/16/2019	Daniel Edwards	Completion of study or design	3.8
WS	WO: 12 E04-WASD-05	PSA	AECOM Technical Services, Inc.	3/27/2010	Daniel Edwards	Completion of study or design	4.0
WS	WO: 05 E13-WASD-01-R	PSA	AECOM Technical Services, Inc.	11/12/2018	Daniel Edwards	Completion of study or design	3.3
WS	WO: 3.02(B) E13-WASD-01-R	PSA	AECOM Technical Services, Inc.	11/15/2018	Daniel Edwards	Completion of study or design	3.0
WS	WO: 14.02(A) E13-WASD-01-R	PSA	AECOM Technical Services, Inc.	6/17/2019	Daniel Edwards	Project conclusion or closeout	3.6
WS	WO: 5.04 E13-WASD-01-R	PSA	AECOM Technical Services, Inc.	8/6/2019	Daniel Edwards	Completion of study or design	3.4
WS	WO: 4.01 E13-WASD-01-R	PSA	AECOM Technical Services, Inc.	1/19/2021	Daniel Edwards	Completion of study or design	3.2
WS	WO: 3.04 A E13-WASD-01-R	PSA	AECOM Technical Services, Inc.	1/19/2021	Daniel Edwards	Completion of study or design	3.2
WS	WO: 3.04(B) E13-WASD-01-R	PSA	AECOM Technical Services, Inc.	1/19/2021	Daniel Edwards	Interim	3.2
WS	WO: 14.04 E13-WASD-01-R	PSA	AECOM Technical Services, Inc.	1/19/2021	Daniel Edwards	Interim	2.9
WS	WO: 14.04A E13-WASD-01-R	PSA	AECOM Technical Services, Inc.	3/16/2021	Daniel Edwards	Completion of study or design	2.7
WS	WO: 14.04(B) E13-WASD-01-R	PSA	AECOM Technical Services, Inc.	3/22/2021	Daniel Edwards	Completion of construction	3.6

MDC029

	R WO: 14.03					
WS	E13-WASD-01- R WO: 5.04(A)	PSA	AECOM Technical Services, Inc.	10/13/2020	Daniel Edwards	Completion of study or design 2.9
WS	E13-WASD-01- R WO: 5.04(B)	PSA	AECOM Technical Services, Inc.	10/13/2020	Daniel Edwards	Completion of study or design 2.7
WS	E13-WASD-01- R WO: 3.03	PSA	AECOM Technical Services, Inc.	9/4/2020	Daniel Edwards	Project conclusion or closeout 3.3
WS	E13-WASD-01- R WO: 3.04	PSA	AECOM Technical Services, Inc.	9/8/2020	Daniel Edwards	Completion of study or design 3.0
WS	E13-WASD-01- R WO: 5.05	PSA	AECOM Technical Services, Inc.	6/21/2021	Daniel Edwards	Project conclusion or closeout 2.5
WS	E13-WASD-01- R WO: 5.06	PSA	AECOM Technical Services, Inc.	12/21/2021	Daniel Edwards	Project conclusion or closeout 3.3
WS	E13-WASD-01- R WO: 14.02(B)	PSA	AECOM Technical Services, Inc.	3/11/2019	Daniel Edwards	Completion of study or design 3.4

Evaluation Count: 117 Contractors: 1 Average Evaluation: 3.7

[Print](#) [Exit](#)

Attachment E

A/E Firm History Report

Vendor Profile: Contracts

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

AECOM Technical Services, Inc.

System Vendor Number: 20032017

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	A05-GSA-01 GOB195-70311: ARCHITECTURAL/ENGINEERING DESIGN SERVICES FOR THE RENOVATION OF THE PRE-TRIAL DETENTION CENTER-40-YEAR RECERTIFICATION REPAIRS (SIC 871)	Sara Jimenez (change)		5/6/2008 to 5/11/2022	\$3,661,664	\$1,704,343
View	EDP-WS-SR-383: CE&I Svcs. for the 72-inch Redundant Water Main Project at John E. Preston WTP	Pedro Hernandez (change)		9/9/2021 to 9/9/2026	\$275,425	\$0
View	0000004078: CIVIL AD PROBATE COURTHOUSE (A19-ISD-02)	Pedro Hernandez (change)	1 incomplete audit	11/1/2020 to 10/31/2024	\$0	\$478,083
View	9217-2/25-1_0001: EMERGENCY MANAGEMENT AND HOMELAND SECURITY PROFESSIONAL SERVICES (PRE-QUALIFICATION POOL)	Carlos Garcia (change)		5/1/2015 to 4/30/2020	\$0	\$0
View	EDP-WS-SR-366: Hydraulic Modeling and Planning Support Services	Pedro Hernandez (change)		8/4/2020 to 8/4/2025	\$250,000	\$0
View	EDP-ID-I190038: I190038 LightSpeed EOC-Fire Parking Garage	Pedro Hernandez (change)		9/19/2019 to 9/19/2024	\$388,236	\$0
View	EDP-SP-2020-007: Mooring Analysis and Sea Level Rise Study	Pedro Hernandez (change)		4/5/2021 to 4/5/2026	\$500,000	\$332,325
View	E14-MDT-01: NF-ARCHITECTURAL & ENGINEERING PROFESSIONAL SERVICES FOR STATE ROAD 836 EXPRESS BUS SERVICE PARK & RIDE / BUS TERMINAL	Sheila Wood (change)		5/17/2016 to 5/16/2020	\$1,273,596	\$1,197,696
View	E07-MDAD-01: NF-AVIATION PLANNING CONSULTANT SERVICES (SIC 871)	Sheila Wood (change)		7/17/2008 to 8/8/2013	\$750,000	\$119,089
View	E07-WASD-09: NF-DESIGN CRITERIA FOR THE REPLACEMENT OF THE 54-INCH SANITARY SEWAGE FORCE MAIN FROM S. MIAMI BEACH TO THE CENTRAL DIST. WASTEWATER TREATMENT PLANT AND DESIGN CRITERIA FOR THE REPLACEMENT OF A 20-INCH WATER MAIN FROM PORT ISLAND TO FISHER ISLAND (SI	Pedro Hernandez (change)		12/2/2008 to 12/17/2018	\$8,000,000	\$4,288,414
View	E14-RER-03_0002: NF-ENVIRONMENTAL CLEANUP, COMPLIANCE AND RELATED SERVICES FOR MIAMI-DADE COUNTY FACILITIES	Babu Madabhushi (change)	1 incomplete audit	12/6/2016 to 12/20/2021	\$3,300,000	\$257,712
View	A06-PARK-01 GOB_0001: NF-MIAMI METROZOO IMPROVEMENTS (SIC 871)	Sara Jimenez (change)		4/8/2008 to 4/7/2021	\$6,698,250	\$5,893,401
View	A15-PROS-01 GOB: NF-PROS FULL SERVICES PSA - COASTAL PARKS NORTH	Sara Jimenez (change)		5/1/2017 to 4/30/2027	\$2,304,050	\$1,129,449

MDC032

View	A15-PROS-07 GOB ESP: NF-PROS FULL SERVICES PSA - WEST KENDALL DISTRICT PARK	Joseph Webb (change)	5/1/2017 to 4/30/2027	\$3,420,550	\$0
View	EDP-MT-SR-MPS-296: NF-RAIL CROSSINGS IMPROVEMENTS 42ND ST AND 36TH ST	Pedro Hernandez (change)	3/29/2017 to 12/31/2019	\$318,153	\$145,215
View	A05-PARK-03 GOB 44-70154,: NF-TRAIL GLADES RANGE, PHASES I AND II (SIC 871)	Sara Jimenez (change)	11/2/2006 to 12/31/2019	\$1,150,741	\$0
View	E13-WASD-01R: NON-EXCLUSIVE PROFESSIONAL SERVICES AGREEMENT FOR PROGRAM AND CONSTRUCTION MANAGEMENT SERVICES RELATED TO THE WASTEWATER SYSTEMS PRIORITY PROJECTS	Roger Williams (change)	5/21/2014 to 5/21/2024	\$139,959,497	\$121,598,842
View	E15-SEA-02 / 2016-007: NON-EXCLUSIVE PROFESSIONAL SERVICES AGREEMENT FOR PROGRAM MANAGEMENT CONSULTANT SERVICES	Juan Borrero (change)	1/24/2017 to 1/23/2024	\$5,500,000	\$5,484,432
View	RFQ-00769_0003: PARK PLANNING AND PRE- DEVELOPMENT SERVI	Pedro Hernandez (change)	10/22/2018 to 10/31/2023	\$0	\$818,709
View	RFQ786_0002: PARK PLANNING SERVICES	Pedro Hernandez (change)	1/1/2013 to 3/31/2018	\$0	\$1,733,238
View	E13-MDAD-02: PAVEMENT MANAGEMENT SYSTEM (SIC 871)	Karin Toon (change)	6/3/2014 to 6/3/2020	\$1,152,875	\$1,048,524
View	E16-DTPW-02_0002: PROFESSIONAL SERVICES AGREEMENT FOR ENGINEERING SERVICES FOR DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS CAPITAL IMPROVEMENT PLAN (2)	Genevieve Cave-Hunt (change)	6 incomplete audits 3/7/2017 to 3/6/2022	\$18,590,000	\$13,891,019
View	E09-DERM-01_0001: PROFESSIONAL SERVICES AGREEMENTS FOR ENVIRONMENTAL CLEANUP, COMPLIANCE AND RELATED SERVICES (SIC 871)	Babu Madabhushi (change)	5/4/2010 to 6/14/2015	\$2,750,000	\$4,677,306
View	E08-DERM-01_0001: PROFESSIONAL SERVICES AGREEMENTS FOR ENVIRONMENTAL CLEANUP, COMPLIANCE AND RELATED SERVICES FOR MIAMI-DADE COUNTY FACILITIES (SIC 871)	Babu Madabhushi (change)	3/3/2009 to 3/17/2014	\$3,000,000	\$2,501,270
View	8680-10/19-7_0004: PROFESSIONAL TRAINING- PREQUALIFICATION POOL	Sheila Wood (change)	2/20/2016 to 2/19/2022	\$0	\$0
View	E11-SEA-03: PROGRAM MANAGEMENT CONSULTANT (PMC) (SIC 871)	Juan Borrero (change)	12/4/2012 to 12/12/2017	\$5,500,000	\$5,479,755
View	E18-SEA-03: PROGRAM MANAGEMENT CONSULTANT SERVICES	Juan Borrero (change)	1 incomplete audit 10/29/2019 to 10/29/2027	\$9,900,000	\$6,650,393
View	999999-15-016: PSA-PROSS FULL SVCS PSA FOR REGION D	Sara Jimenez (change)	5/2/2017 to 5/2/2024	\$3,370,000	\$340,635
View	EDP-ID-X190005: SPCC Site Security Barrier an dSite Pavement Replacement	Pedro Hernandez (change)	2/14/2020 to 2/14/2025	\$80,000	\$0
View	EDP-ID-I190074: SPCC Site Security Barrier and Site Pavement replacement	Pedro Hernandez (change)	6/11/2020 to 6/11/2025	\$251,708	\$0
View	EDP-ID-W190066: W190066 LightSpeed EOC- Fire Parking Garage	Pedro Hernandez (change)	9/19/2019 to 9/19/2024	\$20,000	\$0

MDC033

Number of contracts as prime: 31 \$222,364,745 \$179,769,848

Contracts as Subcontractor

Actions	Contract Number & Title	Sub Contact	Status	Prime	Current Subcontract	Paid Amount
View	E13-WASD-10_0001: NF-DESIGN OF UPGRADES FOR WATER DISTRIBUTION AND SANITARY SEWAGE COLLECTION AND TRANSMISSION SYSTEMS	Pedro Hernandez (change)		Ardurra Group Inc.	\$0 0.00%	\$0
View	E13-WASD-10_0001: NF-DESIGN OF UPGRADES FOR WATER DISTRIBUTION AND SANITARY SEWAGE COLLECTION AND TRANSMISSION SYSTEMS	Debbie Williams (change)		Ardurra Group Inc.	\$0 0.00%	\$147,794
View	E14-WASD-01: NF-PROFESSIONAL ENGINEERING AND GEOLOGICAL SERVICES FOR WATER, WASTEWATER AND RECLAIMED WATER PLANNING SERVICES (C-14TTI001T)	Pedro Hernandez (change)		TETRA TECH	\$0 0.00%	\$1,547,578
View	E16-DTPW-02_0001: NF-PROFESSIONAL SERVICES AGREEMENT FOR ENGINEERING SERVICES FOR DEPARTMENT OF TRANSPORTATION AND PUBLIC WORK'S CAPITAL IMPROVEMENT PLAN (2)	Sheila Wood (change)		Parsons Transportation Group, Inc.	\$0 0.00%	\$0
View	E12-MPO-01: NON-EXCLUSIVE PROFESSIONAL SERVICES AGREEMENT (PSA) FOR THE 2040 LONG RANGE TRANSPORTATION PLAN (SIC 871)	Pedro Hernandez (change)	Closed	Gannett Fleming, Inc.	\$0 0.00%	\$0
View	E15-SEA-02 / 2016-007: NON-EXCLUSIVE PROFESSIONAL SERVICES AGREEMENT FOR PROGRAM MANAGEMENT CONSULTANT SERVICES	Sheila Wood (change)		AECOM Technical Services, Inc.	\$0 0.00%	\$0
Number of contracts as subcontractor: 6					\$0	\$1,695,371

[Customer Support](#)

Copyright © 2022 B2Gnow. All rights reserved.

[Home](#) | [Print This Page](#) | [Print To PDF](#) | [Translate](#)



MEMORANDUM

(Revised)

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

DATE: November 15, 2022

FROM: 
Gen Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 8(A)(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(A)(1)
11-15-22

RESOLUTION NO. _____ R-1096-22

RESOLUTION APPROVING PROFESSIONAL SERVICES AGREEMENT BETWEEN MIAMI-DADE COUNTY AND AECOM TECHNICAL SERVICES, INC., FOR PAVEMENT MANAGEMENT PROGRAM SERVICES, CONTRACT NO. E21-MDAD-01 IN AN AMOUNT NOT TO EXCEED \$2,205,500.00 FOR A TERM OF SIX YEARS WITH TWO ONE-YEAR OPTION TO RENEW PERIODS; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE THE AGREEMENT AND TO EXERCISE THE TERMINATION PROVISION CONTAINED THEREIN

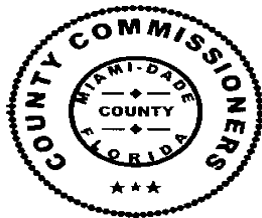
WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum and documents, copies of which are incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board hereby approves the award of the Professional Services Agreement to AECOM Technical Services, Inc., for Pavement Management Program Services, Contract No. E21-MDAD-01, in an amount not to exceed \$2,205,500.00 for a term of six years with two one-year option to renew periods, in substantially the form attached hereto and made a part hereof, and authorizes the County Mayor or County Mayor's designee to execute the agreement and to exercise the termination provision contained therein.

The foregoing resolution was offered by Commissioner **Eileen Higgins**, who moved its adoption. The motion was seconded by Commissioner **Raquel A. Regalado** and upon being put to a vote, the vote was as follows:

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

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

DMM

David M. Murray

**PROFESSIONAL SERVICES AGREEMENT FOR
PAVEMENT MANAGEMENT PROGRAM
FOR MIAMI-DADE AVIATION DEPARTMENT
CONTRACT NO. E21-MDAD-01**

This AGREEMENT made as of the _____ day of _____ in the year 2022, between

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

**and the
Consultant:** **AECOM TECHNICAL SERVICES, INC.**
2 Alhambra Plaza, Suite 900
Coral Gables, Florida, 33134

For the Project: **Pavement Management Program**

The project will consist of updating and maintaining the Pavement Management Program (PMP) for MDAD Facilities in PAVER. The scope of services shall include inspecting and evaluating pavement conditions (runways, taxiways, ramps and gates), collecting and reviewing as-built data, field verifying as-built conditions, updating the PMP PAVER data base, updating the existing modeling scenario, reviewing and updating the MDAD design guidelines, reviewing and updating the technical specifications, updating the annual maintenance and repair forecast in PAVER and assisting MDAD with pavement evaluations and analysis, and any supportive task ancillary to the primary scope of services.

Once the field observation data is input into the PMP, the pavement condition index (PCI) and remaining life are computed. This information is then analyzed and evaluated to produce the 10-Year Maintenance and Rehabilitation (M&R) Plan.

The inspections for all airfield pavements are conducted on a three-year cycle as required by FAA.

The Owner and Consultant agree as set forth herein:

Contract No. E21-MDAD-01

MDC038

PROFESSIONAL SERVICES AGREEMENT

TABLE OF CONTENTS

ARTICLE NO.	SUBJECT	PAGE NO.
ARTICLE 1	DEFINITIONS.....	1
ARTICLE 2	INFORMATION TO BE FURNISHED BY THE OWNER	8
2.1	Information to Be Furnished by the Owner	8
2.2	Obligation of the Consultant.....	8
ARTICLE 3	GENERAL PROVISIONS	9
3.1	Indemnification and Hold Harmless	9
3.2	Insurance	9
3.3	Assignment	11
3.4	Provision of Items Necessary to Complete Services	11
3.5	Sub-Consultants	11
3.6	Term of Agreement.....	11
3.7	Termination of Agreement.....	12
3.8	Sanctions for Contractual Violations	14
3.9	Intent of Agreement	14
3.10	Solicitation	14
3.11	Accounting Records of Consultant	14
3.12	Inspector General (IG), Independent Private Sector Inspector General (IPSIG)	15
3.13	Ownership of Documents and Copyrights.....	17
3.14	Laws and Regulations	17
3.15	Corrections to Contract Documents.....	19
3.16	Standard of Care	19
3.17	Owner Representative	19
3.18	Secured Areas/Air Operations Area (AOA)/SIDA/ Sterile Areas Security	19
3.19	Non-Exclusivity	23
3.20	Continued Engagement of Critical Personnel.....	23
3.21	Consultant Responsibility	23
3.22	Consultant Performance Evaluation	24
3.23	Entirety of Agreement.....	24
3.24	Prompt Payment.....	24
3.25	Certification of Wage Rates.....	25
3.26	Ethics Commission	25
3.27	Truth In Negotiation	25
3.28	Employment Eligibility Verification (E-Verify)	26
3.29	Americans with Disabilities Act (ADA) Standards	26
3.30	Accounts Receivable Adjustments	26

3.31	Access to Public Records.....	26
3.32	Aspirational Policy Regarding Diversity	27
ARTICLE 4	BASIC SERVICES.....	28
4.1	Start of Work.....	28
4.2	Basic Services Schedule and Summary	28
4.3	Phases 1A & 1B - Program Verification and Preparation of Schematic Design Documents	32
4.4	Phase 2 - Design Development	37
4.5	Phases 3A, 3B, & 3C - Contract Documents	39
4.6	Phase 3 D - Bid Documents	43
4.7	Phase 4 - Bidding and Award of Contract	43
4.8	Phase 5 - Work Related Services	44
4.9	Meetings and Reports	50
ARTICLE 5	ADDITIONAL AND WORK SITE SERVICES	52
5.1	Authorization	52
5.2	Additional Services.....	52
5.3	Work Site Services.....	53
ARTICLE 6	REIMBURSABLE EXPENSES.....	55
ARTICLE 7	EQUAL EMPLOYMENT OPPORTUNITY AND AFFIRMATIVE ACTION	56
7.1	Equal Employment Opportunity	56
7.2	Nondiscriminatory Access to Premises and Services	56
7.3	Breach of Nondiscrimination Covenants	57
7.4	Nondiscrimination.....	57
7.5	Disability Nondiscrimination Affidavit	58
7.6	Affirmative Action/Non-Discrimination of Employment, Promotion And Procurement Practices.....	58
7.7	Contract Measures	59
ARTICLE 8	COMPENSATION FOR SERVICES	60
8.1	Compensation for Services	60
8.2	Invoices and Methods of Payment.....	61
8.3	Payment to Sub-Consultants	62
8.4	Sub-contractor/Sub-consultant Reporting.....	62
8.5	Consequence for Non-Performance.....	62
8.6	Payment for Terminated, Suspended, or Abandoned Services.....	62
8.7	Payment for Reimbursable Expenses	64
8.8	Maximum Payable Allowance Account	63
8.9	Inspector General Audit Account	63
8.10	Total Authorized Amount for this Agreement.....	63
8.11	Maximum Payable for Reimbursable Expenses	63

ARTICLE 9	SPECIAL PROVISIONS.....	64
SIGNATURES.....		67
APPENDIX 1	NOT USED	
APPENDIX 2	PRINCIPALS OF THE CONSULTANT	
APPENDIX 3	CRITICAL PERSONNEL	
APPENDIX 4	IMPLEMENTING ORDER 3-32 (SMALL BUSINESS ENTERPRISE ARCHITECTURE AND ENGINEERING PROGRAM), IMPLEMENTING ORDER 3-41 SMALL BUSINESS ENTERPRISE PROGRAM FOR THE PURCHASE OF GOODS AND SERVICES, SMALL BUSINESS DEVELOPMENT (SBD) WORKSHEET, AND EXECUTED CERTIFICATE OF ASSURANCE AND UTILIZATION PLANS	
APPENDIX 5	FEDERAL AVIATION ADMINISTRATION (FAA) PROVISIONS	
AFFIDAVITS		
CERTIFICATE OF INSURANCE		

W I T N E S S E T H

ARTICLE 1

DEFINITIONS

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

- 1.10 CONSTRUCTABILITY: The optimum use of construction knowledge and experience in planning, design, procurement, and field operations to achieve overall Project objectives.
- 1.12 CONSTRUCTION COST: Actual cost of the Work established in the Contract Documents and as they may be amended from time to time.
- 1.13 CONSULTANT: The named entity on page 1 of this Agreement.
- 1.14 CONTRACT DOCUMENTS: The legal agreement between the Owner and the Contractor for performance of Work. The documents prepared by the Consultant in accordance with the requirements of a Service Order(s) issued hereunder that form the basis for which the Owner can receive bids for the Work included in the documents. The Contract Documents shall include, but not necessarily be limited to, the Advertisement for Bids, Instructions to Bidders, Bid Form, Bid Bond, Contract Summary, Surety Performance and Payment Bond, General Conditions, Special Provisions, Division 1, Technical Specifications, and Plans together with all Addenda, and subsequent Change Orders, and Work Orders.
- 1.15 CONTRACTOR: The firm, company, corporation or joint venture contracting with the Owner for performance of Work covered in the Contract Documents.
- 1.16 DAYS: Reference made to Days shall mean consecutive calendar days.
- 1.17 DEDICATED SERVICES: Services performed pursuant to a Dedicated Allowance Account(s) that are beyond the requirements for Basic Services and Additional Services under this Agreement and shall be performed as required upon receipt of a Service Order. Such Services, if any, are specified in the Special Provisions.
- 1.18 DEFECT(S): Refers to any part of the Work that does not follow the Contract Documents, does not meet the requirements of a reference standard, test or inspection specified in the Contract Documents, does not properly function, is broken, damaged or of inferior quality, or is incomplete. The adjective “defective” when it modifies the words “Work” or “work” shall have the same connotation as Defect.
- 1.19 DELIVERABLES REQUIREMENTS MANUAL: A manual provided by the Owner that prescribes the deliverables and their content to be provided by design professionals. This manual is made a part of this Agreement by reference.
- 1.20 DEPARTMENT: Miami-Dade Aviation Department (“MDAD”) is a department of Miami-Dade County and represented by and acting through his/her designee(s)
- 1.21 DESIGN DELIVERABLES: Deliverables to be presented and Services to be performed by the Consultant at various Phases of design. The design deliverables are to comply with the requirements of the Deliverables Requirements Manual and/or Service Order.

- 1.20 DESIGN DEVELOPMENT: That portion of the Services comprising Phase 2 of the Basic Services which the Consultant shall perform in accordance with the terms of this Agreement when directed and authorized by Service Order.
- 1.21 DESIGN GUIDELINES MANUAL: A manual provided by the Owner which comprises design standards and guidelines for use by the Consultant and other Design Professionals as provided by Service Order. It is made a part of this Agreement by reference.
- 1.22 DESIGN SCHEDULE AND COST MANAGEMENT PLAN (DSCMP): A progress schedule and earned value measurement plan for the Design Deliverables that will be developed by the Consultant in accordance with the Project and Phase schedule provided by the Owner. The DSCMP shall meet all Project and Phase milestones in the Owner provided schedule and shall be approved by the Project Manager. The Design Schedule and Cost Management Plan (DSCMP) earned value procedures are based upon the agreed weighted percentage values of the deliverables.
- 1.23 DIRECT SALARIES: Monies paid at regular intervals to personnel other than principals of the Consultant directly engaged by the Consultant on the Project, as reported to the Director of United States Internal Revenue Service and billed to the Owner hereunder on a Multiple of Direct Salaries basis pursuant to a Service Order for Additional Services under this Agreement. Personnel directly engaged on the Project by the Consultant may include architects, engineers, designers, and specifications writers engaged or assisting in research, design, production of drawings, specifications and related documents, Work Related Services and other services pertinent to the Project Elements.
- 1.24 DIRECTOR: The Director of the Miami-Dade Aviation Department or authorized representative(s) designated in writing with respect to a specific matter(s) concerning the Services.
- 1.25 EQUAL EMPLOYMENT OPPORTUNITY: Opportunity provided by the Consultant pursuant to Executive Order 11246, as amended, and required to be part of all contracts covered by said Executive Order.
- 1.26 FIELD REPRESENTATIVE: An authorized representative of the Owner providing administrative and construction inspection services during the pre-construction, construction, and closeout Phases of the Contract.
- 1.27 FIXED LUMP SUM: A basis for compensation of the Consultant for Services performed.
- 1.28 GREEN BUILDING CERTIFICATION INSTITUTE (GBCI): the designated organization responsible for administering the LEED certification program.
- 1.29 LEED (Leadership in Energy and Environmental Design): The United States Green Building Council (USGBC) created LEED as a rating system for green building practices.

- 1.30 LEED AP: A person(s) that is an employee of the A/E or is a Sub-consultant to the A/E that is certified by the GBCI or successor entity in the specialty specified in the Request for Qualifications/Proposals for this Project. The LEED AP shall (1) assist the Owner in the Project LEED registration, application and certification process; (2) coordinate and otherwise guide the A/E in the design of the Project in order to achieve the points needed for the desired LEED certification; and (3) monitor the Contractor for the documentation required to meet the Contractor's obligations to achieve the LEED credit points stipulated in the Contract Documents.
- 1.31 LEED CERTIFICATION DOCUMENTS: Reports, documents or other data required to apply for and obtain the desired LEED certification.
- 1.32 LEED CERTIFICATION PLAN: Plan developed by the LEED AP to develop and monitor the documentation required during design and construction for the LEED certification application process.
- 1.33 LEED STATUS REPORT: A periodic report produced by the LEED AP to inform the Owner and other stakeholders in the Project on the status of the design and construction relative to earning LEED credit points for the Project.
- 1.34 LIFE CYCLE COSTING: The process whereby all expenses associated with the operations, maintenance, repair, replacement and alteration costs of a facility or piece of equipment are identified and analyzed.
- 1.35 MIAMI-DADE AVIATION DEPARTMENT (MDAD or Department): A department of Miami- Dade County Government, sometimes referred to as Owner, represented by and acting through the Director or his Designee(s).
- 1.36 MULTIPLE OF DIRECT SALARIES: A basis for compensation of the Consultant for Services performed.
- 1.37 OWNER: Miami-Dade County acting through the Department. The term Owner as used in this Agreement shall exclude the Department of Regulatory and Economic Resources (RER); Department of Transportation and Public Works (DTPW); the Fire Department and Water & Sewer; or their successors.
- 1.38 PERIOD OF WORK RELATED SERVICES: Services beginning on the date established in the Notice to Proceed for commencement of the Work through the time allowed for substantial completion of the Work contained in the Contract Documents.
- 1.39 PHASE: The portion of the Basic Services that shall be accomplished by the Consultant for each of the Project's elements or, to the extent authorized by Service Order a portion or combination thereof as described in the article "Basic Services" herein:

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

- 1.40 PLANS: The drawings prepared by the Consultant which show the locations, characters, dimensions and details of the Work to be done and which are parts of the Contract Documents.
- 1.41 PROBABLE CONSTRUCTION COST: The latest approved written estimate of Construction Cost to the midpoint of construction broken down by the Division format developed by the Construction Specification Institute (CSI) or unit price bid items, including construction allowance contingencies, submitted to the Owner, in a format provided by the Owner, in fulfillment of the requirement(s) of this Agreement.
- 1.42 PROFESSIONAL CONSTRUCTION ESTIMATOR: An individual construction estimator affiliated with a professional firm, company, joint venture, or corporation to provide and analyze cost estimates of the Project and individual Project Elements or parts thereof in order to determine the Probable Construction Cost at each Phase of the Basic Services requiring the submittal of a Probable Construction Cost.
- 1.43 PROGRAM: The initial description of a Project that comprises line drawings, narrative, cost estimates, Project Budget, etc., provided by the Owner in the form of a Project Definition Book and furnished to the Consultant.
- 1.44 PROJECT: Project Elements and components of the Project Elements and Services as set forth this Agreement and authorized by Service Order (s).
- 1.45 PROJECT BUDGET: Estimated cost for the Project, prepared by the Owner as part of the Program, including the estimated Construction Cost. The Project Budget may, from time to time, be revised or adjusted by the Owner, at its sole discretion, to accommodate approved modifications or changes to the Project or the scope of work.
- 1.46 PROJECT ELEMENT: A part of the Project for which Services are to be provided by the Consultant pursuant to this Agreement or by other consultants employed by the Owner.
- 1.47 PROJECT MANAGER (PM): Individual designated by the Director to represent the Owner during the design and construction of the Project.

- 1.48 PROLONGED PERIOD OF WORK RELATED SERVICES: The period from the original completion date of the Contract as awarded to the date of official acceptance by the Owner of the Report of Contract Completion furnished by the Consultant.
- 1.49 PUNCH LIST: A running list of defects in the Work as determined by the Consultant performing Work Related Services, with input from the Field Representative and the Project Manager. The initial edition of the Punch List is modified in succeeding editions to reflect corrected and completed work as well as newly observed defects, until the time of Final Acceptance.
- 1.50 RECORD DRAWINGS (AS-BUILT DRAWINGS): Reproducible drawings showing the final completed Work as built, including any change to the Work performed by the Contractor pursuant to the Contract Documents which the Consultant considers significant based on marked-up as-built prints, drawings, and other data furnished by the Contractor.
- 1.51 REIMBURSABLE EXPENSES: Those expenses delineated in Article 6 “Reimbursable Expenses” of this Agreement which are separately approved by the Owner that are incurred by the Consultant in the fulfillment of this Agreement and which are to be compensated to the Consultant in addition to the Basic Services Fee.
- 1.52 REVIEW SET: A partial or complete set of Contract Documents, provided by the Consultant in accordance with the Deliverables Requirements Manual and/or Service Order, at the specified percentage of completion of a Phase of the Basic Services as provided for in this Agreement, on which the Owner may provide written review comments and acceptance of Services. Any review will be general in nature and shall not constitute a detailed checking of the Consultant’s work nor relieve the Consultant of the responsibility for the completeness and accuracy of its Services.
- 1.53 SCHEMATIC DESIGN: That portion of the Services comprising Phase 1B of the Basic Services which the Consultant shall perform in accordance with the terms of this Agreement.
- 1.54 SERVICE ORDER: A written order (consecutively numbered for reference and control purposes) initiated by the Project Manager in accordance with this Agreement, and countersigned by the Director and by the Consultant, directing the Consultant to perform or modify the performance of any portion of the Services.
- 1.55 SERVICES: All services, work and actions by the Consultant performed pursuant to or undertaken under this Agreement.
- 1.56 SUB-CONSULTANT: An independent firm, company, joint venture, corporation or individual under contract with and compensated by the Consultant to perform a portion of the Services required hereunder.
- 1.57 SUBSTANTIAL COMPLETION: The stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract

Documents so the Owner can occupy or utilize the Project for its intended use and shall occur when the Consultant issues a certificate of Substantial Completion. At this stage, all Punch List work shall be able to be completed by the Contractor in less than sixty (60) calendar days. The Certificate of Substantial Completion shall not be issued prior to the Contractor obtaining a Final Certificate of Occupancy or a Temporary Certificate of Occupancy from the Building Department, and a Final Certificate of Use or a Temporary Certificate of Use from the Zoning Department.

- 1.58 USER: Entities such as, but not limited to, concessionaires, service managers, airlines, public utilities, and governmental agencies, excluding agencies of the Owner, that have entered into agreements with the Owner for use of portions of the Miami International Airport and/or the general aviation airports under the control of the Department.
- 1.59 USER REVIEW: A review of all design projects by a group which represents the operational aspects of the Airport including MDAD operations and maintenance staff, concessionaires, tenants, service managers, airlines, public utilities, governmental agencies, and other Airport users, to ensure that program and operational needs are being met.
- 1.60 VALUE ANALYSIS (VA): The systematic application of recognized techniques for optimizing both cost and performance in a new or existing facility or to eliminating items that add cost without contributing to required functions.
- 1.61 WORK: All labor, materials, tools, equipment, services, methods, procedures, etc., necessary or convenient to performance by the Contractor of all duties and obligations imposed by the Contract Documents and representing the basis upon which the total consideration is paid or payable to the Contractor for the performance of such duties and obligations.
- 1.62 WORK ORDER: A written order, authorized by the Owner, directing the Contractor to perform work under a specific Allowance Account(s) or which directs the Contractor to perform a change in the work that does not have a monetary impact.
- 1.63 WORK-RELATED SERVICES: Those portions of the Services comprising Phase 5 of the Basic Services that the Consultant shall perform in accordance with the terms of this Agreement when directed and authorized by a Service Order.
- 1.64 WORK SEQUENCING SCHEDULE AND STAGING PLAN: Plans prepared by the Consultant showing the stage-by-stage sequence of construction, the impact on adjacent or related facilities and on Airport operations, as well as other features, as necessary, related to the overall schedule of construction.
- 1.65 WORK-SITE SERVICES: Those optional portions of the Services, beyond the requirements of Work-Related Services, involving the providing of on-site resident services, that the A/E shall perform as the Field Representative in accordance with the terms of this Agreement if directed and authorized by Service Order(s).

ARTICLE 2

INFORMATION TO BE FURNISHED BY THE OWNER

- 2.1 **INFORMATION TO BE FURNISHED BY THE OWNER:** The Owner will furnish the Consultant the information listed in the Special Provisions no less than 14 days from the issuance of a Service Order.
- 2.2 **OBLIGATION OF THE CONSULTANT:** The Consultant understands that it is obligated to verify to the extent it deems necessary all information furnished by the Owner and that it is solely responsible for the accuracy and applicability of all such information used by said Consultant. Such verification shall include visual examination of existing conditions in all locations encompassed by the Project where such examination can be made without using destructive measures, e.g., excavation or demolition. MDAD shall approve any destructive measures that may be necessary, Survey information shall be spot checked to the extent the Consultant has satisfied itself as to the reliability of the information.

ARTICLE 3
GENERAL PROVISIONS

3.1 INDEMNIFICATION AND HOLD HARMLESS

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

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

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

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

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

3.2.1 The Consultant shall provide (at its own cost):

- a. Workers' Compensation, as required by Chapter 440, Florida Statutes.
- b. Automobile Liability Insurance, covering all owned, non-owned, and hired vehicles used in connection with the work in an amount not less than \$300,000 combined single limit for bodily injury and property damage liability.

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

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

- c. Commercial General Liability Insurance on a comprehensive basis, including contractual liability, products, and completed operations, in an amount not less than \$1,000,000 combined single limit, per occurrence for bodily injury and property damage. Miami-Dade County must be an Additional Insured with respect to this coverage.
- d. Professional Liability Insurance (Errors and Omissions), in an amount not less than \$1,000,000 per claim with the deductible per claim, if any, not to exceed 10% of the limit of coverage. This insurance shall be maintained for one year after the completion and acceptance by the Owner of the Services performed pursuant to this Agreement.

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

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

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

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

- 3.2.5 Immediate notification must be given to Miami-Dade County Risk Management Division and Miami-Dade County Aviation Department and/or its agent in case of accident or occurrence which might give rise to a claim under

any policy provided by the County, or any policy on which the County is a joint insured.

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

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

The Consultant may employ Sub-consultants to assist the Consultant in performing specialized Services. Payment of such Sub-consultants employed at the option of the Consultant shall be the responsibility of the Consultant and shall not be cause for any increase in compensation to the Consultant for the performance of the Basic Services. The quality of services and acceptability to the Owner of the services performed by such Sub-consultants shall be the sole responsibility of the Consultant.

- 3.6 TERM OF AGREEMENT: This term of this Agreement shall be for six (6) years, plus two (2) one (1) years extensions and shall begin upon execution by the parties and shall be

in effect until all Services are completed or until those Services Orders in force at the end of the stated period of time have been completed and the Services accepted, whichever may be later.

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

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

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

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

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

In the event the Owner terminates this Agreement for cause, the Owner will take over any and all documents resulting from Services rendered up to the termination and may complete them, by contracting with other architect(s), engineer(s) or otherwise, and in such event, the Consultant shall be liable to the Owner for any additional cost incurred by the Owner due to such termination. "Additional Cost" is defined as the difference between the actual cost of completion of such incomplete Services and the cost of completion of such Services which would have resulted from payments to the Consultant hereunder had the Agreement not been terminated. Upon receipt of written Notice of Termination, the Consultant shall, when directed by the Owner, promptly assemble and submit as provided herein or as required in any Service Order issued hereunder, all documents including

drawings, calculations, specifications, reports, correspondence, and all other relevant materials affected by such termination. No payments shall be made: 1) for Services not satisfactorily performed; and 2) for the cost of assembly and submittal of documents for services performed satisfactorily or unsatisfactorily.

- 3.7.2 Owner's Termination for Convenience: The Owner, in addition to the rights and options to terminate for cause, or any other provisions set forth in this Agreement, retains the right to terminate this Agreement or any Service Order upon thirty (30) days written notice at its sole option at any time for convenience, without cause, when in its sole discretion it deems such termination is in the best interest of the Owner.
- 3.7.3 Consultant's Termination for Cause: The Consultant may terminate this Agreement upon thirty (30) days written notice for cause in the event that the Owner violates any provisions of this Agreement. Such written notice to the Owner shall spell out the cause and provide reasonable time in the notification to remedy the cause. In the event the Consultant exercises its right to terminate this Agreement for cause, payment for Services satisfactorily performed prior to the date of termination shall be made in accordance with the article "Compensation for Services".
- 3.7.4 Implementation of Termination: In the event of termination, either for cause or for convenience, the Consultant, upon receipt of the Notice of Termination, shall:
1. Stop the performance of Services under this Agreement on the date and to the extent specified in the Notice of Termination;
 2. Place no further orders or subcontracts except as may be necessary for completion of any portion(s) of the Services not terminated, and as authorized by Service Order(s);
 3. Terminate all orders and subcontracts to the extent that they relate to the performance of the Services terminated by the Notice of Termination;
 4. Transfer title to the Owner (to the extent that title had not already been transferred) and deliver in the manner, at the times, and to the extent directed by the Owner, all property purchased under this Agreement and reimbursed as a direct item of cost and not required for completion of the Services not terminated;
 5. Promptly assemble and submit as provided herein all documents for the Services performed, including plans, calculations, specifications, reports, and correspondence, and all other relevant materials affected by the termination; and;
 6. Complete performance of any Services not terminated by the Notice of Termination.

3.7.5 Compensation for Terminated Work: Compensation for terminated work will be made based on the applicable provisions of the Article 8 “Compensation for Services”.

3.8 SANCTIONS FOR CONTRACTUAL VIOLATIONS:

The County may terminate this contract or require the termination or cancellation of any sub-consultant contract, if the Consultant or any sub-consultant(s) violates Article VII of Chapter 11A of the Code. In addition, a violation by the Consultant, or sub consultant to the Consultant, or failure to comply with Section 2-10.4.01(5) of the Code, and Administrative Order (A.O.) 3-39 may result in the imposition of one or more of the sanctions listed in the Code and the A.O. respectively.

3.9 INTENT OF AGREEMENT:

The intent of the Agreement is for the Consultant to update and maintain the Pavement Management Program (PMP) for MDAD Facilities, provide design services, and to include all necessary items for the proper completion of such services, for a fully functional facility which, when constructed in accordance with the design, will be able to be used by the Owner for its intended purpose. The Consultant shall perform, as Basic Services, such incidental work, which may not be specifically referenced, as necessary to complete the Project.

3.9.1 This Agreement is for the benefit of the parties only and it does not grant rights to a third party beneficiary, to any person, nor does it authorize anyone not a party to the Agreement to maintain a suit for personal injuries, professional liability or property damage pursuant to the terms or provisions of the Agreement.

3.9.2 No acceptance, order, payment, or certificate of or by the Owner, or its employees or agents shall either stop the Owner from asserting any rights or operate as a waiver of any provisions hereof or of any power or right herein reserved to the Owner or of any rights to damages herein provided.

3.10 SOLICITATION: The Consultant warrants that: 1) it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement; and 2) that it has not paid, nor agreed to pay any person, company, corporation, joint venture, individual, or firm, other than a bona fide employee working solely for the Consultant any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the Owner has the right to annul this Agreement without liability to the Consultant for any reason whatsoever.

3.11 ACCOUNTING RECORDS OF CONSULTANT: The Owner reserves the right to audit the accounts and records of the Consultant including, but not limited to, payroll records and Federal Tax return, supporting all payments for Services hereunder on the basis of Multiple of Direct Salaries and Reimbursement of Actual Expenses incurred. Such audit may take place at any mutually convenient time during the performance of this Agreement

and for three (3) years after final payment under this Agreement. The Architect/ Engineer shall maintain, as part of its regular accounting system, records of a nature and in a sufficient degree or detail to enable such audit to determine the personnel hours and personnel costs and other expenses associated with each Project and/or task authorized for performance by Service Order(s). In accordance with Florida Statutes 287.055, the Consultant hereby certifies and warrants that wage rates and other factual unit costs as submitted supporting the compensation provided here are accurate, complete, and current as of the date of the submittal. It is further agreed that said compensation provided for in this agreement shall be adjusted to exclude any significant costs where the Owner determines that the payment for Services was increased due to inaccurate, incomplete, or non-current wage rates or other factual unit costs. All such adjustments in compensation paid or payable to Consultant under this Agreement shall be made within three (3) years from the date of final billing or acceptance of the Services by the Owner, whichever is later.

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

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

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

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

The IG may, on a random basis, perform audits on all County contracts throughout the duration of said contract (hereinafter “random audits”). This random audit is separate and distinct from any other audit by the County. To pay for the functions of the Office of the Inspector General, any and all payments to be made to the Consultant under this contract will be assessed one quarter of one percent of the total amount of the payment, to be deducted from each progress payment as the same becomes due, unless this Agreement is federally funded where federal or state law or regulations preclude such a charge or where such a charge is otherwise precluded as stated in the Special Provisions (see Article 9). The Consultant shall, in stating its agreed prices, be mindful of this assessment, which will not be separately identified, calculated, or adjusted in the proposal or bid form.

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

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

INDEPENDENT PRIVATE SECTOR INSPECTOR GENERAL

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

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

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

unsuccessful sub-consultants and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, bid and contract documents, back-charge document, all documents and records which involve cash, trade, or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records, and supporting documentation for the aforesaid documents and records.

3.13 OWNERSHIP OF DOCUMENTS AND COPYRIGHTS:

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

3.14 LAWS AND REGULATIONS:

- 3.14.1 The Consultant shall, during the term of this Agreement, be governed by Federal, State of Florida, and Miami-Dade County Laws, Regulatory Orders, County Codes and Resolutions, and MDAD operating procedures, all as may be amended from time to time, that may have a bearing on the Services involved in this Project. The Department will assist the Consultant in obtaining copies of any such laws, orders, codes, resolutions, or procedures not readily available on the Internet.

- 3.14.2 The Agreement shall be governed by the laws of the State of Florida and may be enforced in a court of competent jurisdiction in Miami-Dade County, Florida.
- 3.14.3 Portions of the work produced under this Agreement may be determined by the Owner to contain Security Sensitive Information (SSI). Upon notification by the Owner, the A/E and its sub-consultants under this Agreement shall follow security requirements of the Transportation Security Administration, 49 CFR Parts 1500, et al., Civil Aviation Security Rules, and other MDAD Security Procedures. Documents deemed by the Owner to contain Security Sensitive Information shall bear the following warning:

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

- 3.14.4 In accordance with Florida Statutes 119.071 (3) (b), building plans, blueprints, schematic drawings, and diagrams, including draft, preliminary, and final formats, which depict the internal layout and structural elements of a building, arena, stadium, water treatment facility, or other structure owned or operated by an agency, are exempt from s. 119.07 and s. 24(a), Art. I of the State Constitution. This exemption applies to building plans, blueprints, schematic drawings, and diagrams, including draft, preliminary, and final formats, which depict the internal layout and structural elements of a building, arena, stadium, water treatment facility, or other structure owned or operated by an agency before, on, or after the effective date of this act. Information made exempt by this paragraph may be disclosed to another governmental entity with prior approval by the Owner if disclosure is necessary for the receiving entity to perform its duties and responsibilities; to a licensed architect, engineer, or contractor who is performing work on or related to the building, arena, stadium, water treatment facility, or other structure owned or operated by an agency; or upon a showing of good cause before a court of competent jurisdiction. The entities or persons receiving such information shall maintain the exempt status of the information.
- 3.14.5 The Consultant shall comply with the financial disclosure requirements of Ordinance No. 77-13, as amended by having on file or filing within thirty (30) days of the execution of the Agreement one of the following with the Supervisor of the Miami-Dade County Elections Department, P.O. Box 521550, Miami, FL, 33152-1550.
- A. A source of income statement
 - B. A current certified financial statement
 - C. A copy of the Consultant’s current Federal Income Tax Return

- 3.14.6 In addition to the above requirements in this sub-article, the Consultant agrees to abide by all Federal, State, and County procedures, as may be amended from time to time, by which the documents are handled, copied, and distributed which may include, but is not limited to:
- 3.14.6.1 Each employee of the consultant and subconsultant(s) that will be involved in the Project, shall sign an agreement stating that they will not copy, duplicate, or distribute the documents unless authorized by the Owner as required in Article 3.14.4.
 - 3.14.6.2 The Consultant and its subconsultant(s) agree in writing that the project documents are to be kept and maintained in a secure location.
 - 3.14.6.3 Each set of the project documents is to be numbered and the whereabouts of the documents shall be tracked at all times.
 - 3.14.6.4 A log is developed to track each set of documents logging in the date, time, and name of the individual(s) that works on or views the documents.
- 3.15 CORRECTIONS TO CONTRACT DOCUMENTS: The Consultant shall prepare, without added compensation, all necessary supplemental documents to correct errors, omissions, and/or ambiguities that may exist in the Contract Document prepared by the Consultant including the documents prepared by its sub-consultants. Compliance with this Article shall not be construed to relieve the Consultant from any liability resulting from any such errors, omissions, and/or ambiguities in the Contract Documents and other documents or Services related thereto.
- 3.16 STANDARD OF CARE: Notwithstanding anything to the contrary in this agreement or in any other contract document relating to the project, in performing its work under this contract Consultant shall perform its services to the standard of care of a reasonable architect or engineer that is performing the same or similar work, at the same time and locality and under the same or similar conditions faced by Consultant.
- 3.17 OWNER REPRESENTATIVE: The Owner will assign a Project Manager to the Project to coordinate all Owner responsibilities under this Agreement. All instructions from the Owner to the Consultant shall be issued by or through the Project Manager. The Consultant shall promptly inform the Project Manager in writing of any instructions received from others and of any other circumstances that arise that might affect the performance of the Services or of the Work.
- 3.18 SECURED AREAS/AIR OPERATIONS AREA (AOA)/SIDA/ STERILE AREAS SECURITY:
- 3.18.1 The Consultant acknowledges and accepts full responsibility for compliance with all applicable laws, rules and regulations including those of the Transportation Security Administration (TSA), Department of Homeland Security (DHS), Federal Aviation Administration (FAA), Customs and Border Protection (CBP), and MDAD as set forth from time to time relating to

Contractor's activities at the Miami International Airport (MIA), or other Miami- Dade County airports.

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

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

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

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

the Owner harmless for all costs, fines and penalties arising there from, such costs to include reasonable attorneys' fees.

- 3.18.14 In addition to the foregoing, the Consultant shall be required to comply with the U.S. Customs and Border Protection (CBP) requirements for obtaining CBP seals for those Consultant employees that will be involved within the CBP/FIS environment at MIA. The Consultant shall be responsible for all related fees for required bonding, fingerprinting, and background investigations of Consultant personnel.
- 3.18.15 The employee(s) of the Consultant shall be considered to be at all times its employee(s), and not an employee(s) or agent(s) of the County or any of its departments. The Consultant shall provide employee(s) competent and physically capable of performing the Work as required. The County may require the Consultant to remove any employee it deems unacceptable.
- 3.19 NON-EXCLUSIVITY: Notwithstanding any provision of this Non-Exclusive Agreement, the Owner is not precluded from retaining or utilizing any other Architect, Engineer, Design Professional, or other consultant to perform any incidental Basic Services, Additional Services, or other Professional Services within the contract limits defined in the agreement. The Consultant shall have no claim against the County as a result of the County, electing to retain or utilize such other Architect, Engineer, Design Professional, or other consultant to perform any such incidental Services.
- 3.20 CONTINUED ENGAGEMENT OF CRITICAL PERSONNEL: In accordance with County Resolution No. 744-00, the Consultant shall identify in Appendix 3, attached hereto and made a part hereof, the specific technical or professional personnel to perform the necessary services under this Agreement. Such personnel shall not be replaced except when the Owner determines, in its discretion, that the proposed replacement personnel has equal or greater qualifications or capabilities to perform the necessary services.
- 3.21 CONSULTANT RESPONSIBILITY
- 3.21.1 The Consultant is responsible for the professional quality, technical accuracy, completeness, performance and coordination of all work required under the Agreement (including the work performed by Subconsultants), within the specified time period and specified cost. The Consultant shall perform the work utilizing the skill, knowledge, and judgment ordinarily possessed and used by a proficient consulting Consultant with respect to the disciplines required for the performance of the work in the State of Florida. The Consultant is responsible for, and represents that the work conforms to, the Owner's requirements as set forth in the Agreement. The Consultant shall be and remain liable to the Owner for all damages in accordance with applicable law caused by any failure of the Consultant or its Subconsultants to comply with the terms and conditions of the Agreement or by the Consultant's or Subconsultants' misconduct, unlawful acts, negligent acts, errors, or omissions in the performance of the Agreement. The A/E is responsible for the performance of work by Subconsultants and in

approving and accepting such work to ensure the professional quality, completeness, and coordination of Subconsultant's work.

- 3.21.2 In addition to all other rights and remedies that the Owner may have, the Consultant shall, at its expense, re-perform the services to correct any deficiencies that result from the Consultant's failure to perform in accordance with the above standards. The Consultant shall also be liable for the cost of replacement or repair of any defective materials and equipment and re-performance of any non-conforming construction services resulting from such deficient Consultant services for a period from the commencement of this Agreement until twelve (12) months following final acceptance of the Work or for the period of design liability required by applicable law.
- 3.21.3 The Owner shall notify the Consultant in writing of any deficiencies and shall approve the method and timing of the corrections. Neither Owner's inspection, review, approval, or acceptance of, nor payment for, any of the work required under the Agreement shall be construed to relieve the Consultant or any Subconsultant of its obligations and responsibilities under the Agreement, nor constitute a waiver of any of the Owner's rights under the Agreement or of any cause of action arising out of the performance of the Agreement.
- 3.21.4 Upon Owner's notification of deficient or defective work stemming from the Consultant's services, the Consultant shall have fourteen (14) days to respond to the Owner's claim. The Owner shall implement its procedure for administrative review of the claim with notification to the Consultant of the findings from that review. Upon notification, the Consultant shall have fourteen (14) days to request reconsideration of the findings.
- 3.22 **CONSULTANT PERFORMANCE EVALUATION:** In accordance with Administrative Order 3-39 entitled "Standard Process for Construction of Capital Improvements, Acquisition of Professional Services, Construction Contracting, Change Orders, and Reporting", the Consultant is advised that a performance evaluation of the services rendered throughout this Agreement will be completed by the Owner and kept in Miami-Dade County files for evaluation of future solicitations.
- 3.23 **ENTIRETY OF AGREEMENT:** This Agreement represents the entire and integrated Agreement between the Owner and the Consultant and supersedes all prior negotiations, representations, or agreements between the parties hereto, either written or oral, pertaining to the Project(s). This Agreement shall not be amended except by written Amendment.
- 3.24 **PROMPT PAYMENT:** It is the policy of Miami-Dade County that payment for all purchases by County agencies and the Public Health Trust shall be made in a timely manner and that interest payments be made on late payments. In accordance with Florida Statutes, Section 218.74 and Section 2-8.10.4.01, of the Miami-Dade County Code, the time at which payment shall be due from the County or the Public Health Trust shall be fourteen (14) calendar days from receipt of a proper invoice. All payments due from the County or the Public Health Trust, and not made within the time specified by this section, shall bear

interest from thirty (30) days after the due date at the rate of one percent (1%) per month on the unpaid balance. Further, proceedings to resolve disputes for payment of obligations shall be concluded by final written decision of the County Mayor, or his or her designee(s), not later than sixty (60) days after the date on which the proper invoice was received by the County or the Public Health Trust.

- 3.25 CERTIFICATION OF WAGE RATES: In accordance with Florida Statute 287.055, 5(a), the Consultant firm hereby certifies and warrants that wage rates and other factual unit costs, as submitted in support of the compensation provided are accurate, complete and current as of the date of this Agreement. It is further agreed that said compensation shall be adjusted to exclude any significant costs where the County shall determine that the contract price of services was increased due to inaccurate, incomplete or unclear wage rates or other factual unit costs. All such contract compensation adjustments shall be made within one (1) year from the date of final billing or acceptance of the work by the County, or one (1) following the end of the contract, whichever is later.
- 3.26 ETHICS COMMISSION: ETHICS COMMISSION: Pursuant to Section 2-11.1(y) of the Code of Miami-Dade County, The Ethics Commission shall be empowered to review, interpret, render advisory opinions and letters of instruction and enforce the Conflict of Interest and Code of Ethics Ordinance. Jurisdiction of the Ethics Commission shall automatically extend to Commissioners, the Mayor, autonomous personnel, quasi-judicial personnel, departmental personnel, employees, contract staff, advisory personnel, immediate family, lobbyists as defined in subsections (b) and (s) who are required to comply with the Conflict of Interest and Code of Ethics Ordinance; and any other person required to comply with the Conflict of Interest and Code of Ethics Ordinance including, but not limited to, contractors, consultants and vendors. In the event that the Ethics Commission does not assume jurisdiction as provided in the preceding sentence, the Ethics Commission may refer the complaint to the State Attorney for appropriate action. Notwithstanding the foregoing, the Ethics Commission shall not have jurisdiction to consider an alleged violation of subsection (c) if the requirements of subsection (c) have been waived for a particular transaction as provided therein. The term "contract staff" shall mean any employee and/or principal of an independent contractor, subcontractor (of any tier), consultant or sub-consultant (of any tier), designated in a contract with the County as a person who shall be required to comply with the provisions of Subsections 2- 11.1(g), (h), (j), (l), (m), (n) and (o) of the Conflict of Interest and Code of Ethics Ordinance. Prior to determining whether to designate a person as contract staff in a RFP, RFQ, bid or contract, the Mayor or his or her designee shall seek a recommendation from the Executive Director of the Ethics Commission. The Consultant must provide the Ethics Commission with a written report regarding its compliance with any restriction contained in the advisory opinion issued by the Ethics Commission to the Contractor, sub-consultants, or team members within ninety (90) days of each task assignment. The report must be submitted to the Executive Director, Commission on Ethics and Public Trust at 19 West Flagler St., Suite 207, Miami, Florida 33130.
- 3.27 TRUTH IN NEGOTIATION: Pursuant to A.O. 3-39 and Florida Statutes Chapter 287.055 5(a): For all lump sum costs or costs plus a fixed fee contract in which a fee will exceed

One Hundred Ninety-five Thousand Dollars (\$195,000; 287.017 – category four), the County will require the firm receiving the award to execute a Truth-In-Negotiation Certificate as required by Chapter 287, Florida Statutes.

- 3.28 **EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY):** Consultant is required to enroll in the United States Citizenship and Immigration Services E-Verify system, and to utilize that system to verify the employment eligibility of all persons performing work for the Consultant under this Agreement. Consultant shall incorporate this requirement into all of its subcontracts as well.
- 3.29 **AMERICANS WITH DISABILITIES ACT (ADA) STANDARDS:** The design of this project shall meet the standards delineated in the 2010 ADA Standards for Accessible Design.
- 3.30 **ACCOUNTS RECEIVABLE ADJUSTMENTS:** In accordance with Miami-Dade County Implementing Order 3-9, Accounts Receivable Adjustments, if money is owed by the Consultant to the County, whether under this Contract or for any other purpose, the County reserves the right to retain such amount from payment due by County to the Consultant under this Contract. Such retained amount shall be applied to the amount owed by the Consultant to the County. The Consultant shall have no further claim to such retained amounts which shall be deemed full accord and satisfaction of the amount due by the County to the Consultant for the applicable payment due herein.
- 3.31 **ACCESS TO PUBLIC RECORDS:** The Consultant shall comply with the Public Records Laws of the State of Florida, including but not limited to: (1) keeping and maintaining all public records that ordinarily and necessarily would be required by Miami-Dade County (County) in order to perform the service; (2) providing the public with access to public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law; (3) ensuring that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (4) meeting all requirements for retaining public records and transferring, at no cost, to the County all public records in possession of the Consultant upon termination of the contract and destroying any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements upon such transfer. In addition, all records stored electronically must be provided to the County in a format that is compatible with the information technology systems of the County. Failure to meet any of these provisions or to comply with Florida's Public Records Laws as applicable shall be a material breach of the agreement and shall be enforced in accordance with the terms of the agreement.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE MIAMI DADE AVIATION RECORDS CUSTODIAN, JORGE MIHAIC (305) 876-0933; JMIHAIC@MIAMI-AIRPORT.COM; MIAMI-DADE AVIATION DEPARTMENT, RISK MANAGEMENT & SUPPORT SERVICES, P.O. BOX 025504, MIAMI, FLORIDA 33102-5504.

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

ARTICLE 4

SERVICES TO BE PREFORMED

- 4.1 **START OF WORK:** No Services under this Agreement shall be performed by the Consultant prior to the receipt of an appropriate Service Order. Each Service Order shall specify the following:
- the scope of work, time of completion, deliverables, and total compensation for the services authorized.
 - the consequences for failure of the A/E to meet the DSCMP and for non-performance as outlined Article 8.7 of this agreement.
 - type of services to be provided: whether Basic Services, Additional Services or Work Site Services.

A Service Order may also be issued to stop the performance of such Services.

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

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

The Consultant is firmly obligated to complete the services in accordance with the approved DSCMP, and shall furnish sufficient personnel, equipment, and facilities and shall work such hours as necessary to assure such completion. The Consultant shall meet as specified in the Service Order with the Project Manager to review the Consultant prepared DSCMP, which will establish the basis of payment and the actions necessary to correct schedule deficiencies. The Consultant may request modifications to the DSCMP by submitting a written request to modify with supporting justification. It shall be at the Owner's sole discretion whether to grant such a modification.

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

- 4.2.2 The Consultant shall design facilities that have common boundaries, surfaces, spaces, or that otherwise interface with other facilities or operations being designed, constructed, or operated by others not a part of this Agreement and shall also include the coordination of such design.
- 4.2.3 The Consultant shall design interim/temporary facilities included in the Project Budget with the necessary associated facilities to accommodate operations, pedestrian and/or vehicular traffic, tenants or concessionaires, as needed during construction.
- 4.2.4 It shall be the responsibility of the Consultant to follow and be responsive to the technical and schedule guidance and oversight furnished by the Project Manager.
- 4.2.5 All services performed during Phases 1A through 3D of the Basic Services shall comply with and be in conformance with the Deliverables Requirements Manual and the Design Guidelines Manual. In addition, the Project shall be designed so as to be able to achieve the LEED category , as applicable, stipulated in Article 9.
- 4.2.5.1 The LEED AP shall develop and implement a LEED Certification Plan to monitor and document progress during design and construction. Implementation shall include, but not be limited to, the following through-out all Phases: coordinate and verify selected materials, actions, and systems are Project-appropriate and meet LEED credit criteria; collect, organize, and prepare documents required for LEED certification, and performance verification; and register the Project with GBCI, providing follow-through in attaining the required level of LEED certification.
- 4.2.6 Throughout all Phases of the Basic Services, the Consultant shall coordinate its Services with other Owner provided consultants.
- 4.2.7 For Phases 1A through 3D of the Basic Services, the Consultant shall submit to the Owner the deliverables listed under the various Phases in the Deliverables Requirements Manual in the format approved by the Owner. In addition, the Consultant shall submit with each set of deliverables a complete listing of the items required to be delivered for that Phase, by discipline, and indicate which of those items are actually being submitted. For any items not being submitted, the Consultant shall submit either a written statement as to why such items are not being submitted as required or an approved waiver for the omission. The Owner reserves the right to reject all or part of any submittals that are not complete in their content as required herein. The Consultant shall be totally responsible for any additional costs resulting from such rejections and shall not be compensated in any manner by the Owner therefor.
- 4.2.8 For Phases 1A through 3D of the Basic Services, the Consultant shall submit estimates of Probable Construction Cost, as described in the Definitions. The

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

4.2.9 To the extent authorized by Service Order, Submittals for Phases 2 through 3C shall include a "Project LEED points estimate" and narrative, as appropriate, describing the materials, actions, and systems being incorporated in the Project to attain the stated LEED certification category.

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

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

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

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

- 4.2.12 At the end of Phases 1B, 2 and 3C the Consultant shall, through the Project Manager, schedule a review(s) of all plans and programs with the user representatives of the Owner.
- 4.2.13 Recognizing that the construction of other projects at the Airport may affect scheduling of the construction for each Project Element or components thereof, the Consultant shall diligently coordinate the performance of the Services with the Owner and its designees in order to provide for the safe, expeditious, economical, and efficient completion of the Project, without negatively impacting concurrent work by others or the airport operations.
- 4.2.14 To the extent authorized by Service Order, A formal Value Analysis/Engineering study will be conducted at the end of Basic Services Phase 2. The A/E shall assist as directed by the Project Manager in the VA/E process.
- 4.2.15 The Consultant shall have a written design quality management program related to Construction Contract Document preparation and Work Related Services that details the methods and procedures that will be taken to assure that all services required by this Agreement conform to the required professional quality, technical accuracy, completeness, performance, and coordination of all work under the Agreement (including the work performed by Subconsultants). Such program shall be submitted to the Owner within seven (7) days after the Owner issues the first Service Order under this Agreement. The Consultant shall make all adjustments to the program deemed necessary by the Owner. The design quality management program, as adjusted, shall be implemented throughout the entire design and construction process.
- 4.2.16 The Consultant's Probable Construction Cost (including construction contingency allowance), broken down by specification sections or unit prices, shall include any adjustments necessary for projected award dates, changes in requirements, or general market conditions. Service Orders to proceed with Phases 3A, 3B and 3C may not be issued if the Probable Construction Cost, as submitted by the Consultant at Phases 2, 3A and 3B, respectively, exceeds the total Owner allocated funds for the construction of the Project. No further progress payment shall be made should the Probable Construction Cost in any Phase exceed the Budget, until an alternate design is provided at no additional compensation, to bring the cost within the Project Budget limitations.
- 4.2.17 For Phases 3A through 3D, the Consultant shall provide a CSI formatted cost loaded construction schedule that conforms to both the latest Probable Construction Cost and the Work Sequencing and Staging Plan. The cost loaded schedule shall be updated at each Phase. The level of detail of the cost loaded schedule at each Phase shall be commensurate with the level of detail of the latest Probable Construction Cost.
- 4.2.18 For Phases 3A through 3D, the Consultant shall prepare and include plans for the Contractor's/Field Representative's construction trailer. The plans shall show as a minimum the location of the trailer(s), parking, access, and temporary utility

connections for the trailer(s) required during the performance of the Work by the Contractor.

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

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

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

- 4.3.1.1 Program: The Consultant shall examine the Project Book including Program Drawings furnished and other information provided by the Owner and shall confirm user requirements and determine requirements for additional studies, verify the physical/spatial characteristics of the Project, the completeness of the Program, and their adherence to the Design Guidelines Manual.
- 4.3.1.2 Record Drawings: The Consultant shall examine and verify all as-built conditions as to their completeness and accuracy as depicted on the Record Drawings furnished by the Owner.
- 4.3.1.3 Project Budget: The Consultant shall examine in detail, the estimated construction costs furnished by the Owner. Should this cost verification reveal serious discrepancies and/or deficiencies which would impact the Project and its subsequent stages of development, the Consultant shall inform the Owner in writing as to the adequacy of the funds required to complete the Project through the construction phase.
- 4.3.1.4 Utilities Investigation: The Consultant shall evaluate the utilities information provided by the Owner and determine the adequacy of existing utilities to accommodate the additional utility loads imposed by the Project Element(s) and incorporate such information into the design.
- 4.3.1.5 Surveys: The Consultant shall verify the survey information provided by the Owner and incorporate such information into the design. The Consultant shall be responsible for obtaining any additional survey information that is required for the completion of the project and was not provided by the Owner. Owner shall provide compensation to the

Consultant for performing additional services deemed to complete the Project.

- 4.3.1.6 Soil Investigations: To the extent authorized by Service Order, The Consultant shall prepare a soils investigation plan for use in determining soil characteristics required for proper design of the Project Elements included herein. The plan shall show the number, spacing and depth of borings required and shall specify such other tests and investigations as may be necessary to provide information prerequisite to the Project's design. The Consultant shall specify, locate and coordinate the specific borings and tests to be performed by others and shall interpret the results for application to the Project.
- 4.3.1.7 Discrepancies between Existing Conditions and Depicted Conditions: Any discrepancies between the actual, existing conditions and conditions depicted on drawings or other information provided by the Owner shall be noted by the Consultant. The actual, existing conditions shall then be incorporated into the Contract Documents. The Owner shall be informed, in writing, of any discrepancy between actual, and drawings.
- 4.3.1.8 Deficiencies of Information: The Consultant shall inform the Owner in writing of any deficiencies, other than discrepancies from actual, existing conditions found during verification, in the as-built conditions, utility information, survey information and/or soils investigation which are deemed necessary to provide a satisfactory basis on which to perform the Basic Services. Upon agreement of the deficiencies by the Owner, the Owner may then issue a Service Order directing the Consultant to perform the necessary investigations and develop the required additional information as Additional Services.

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

- 4.3.1.9 Art in Public Places: To the extent authorized by Service Order, the Consultant shall, prior to preliminary design, initiate contact and confer with the Art in Public Places Representative for review of applicability of an art component to the Project. Should Art in Public Places Department determine that the installation of an art component is applicable to this Project based on the provisions of County Code Section 2.11.15 and should it decide to pursue said installation, the Consultant shall further confer with the Art in Public Places Representative to develop a concept for art appropriate to the Project, and with the Art in Public Places Professional Advisory Committee as to the type(s) of art, location(s), and

possible artist(s). The Director of Art in Public Places shall approve the final concept and location. The final choice of the artist(s) will be made by the Art in Public Places Trust, upon recommendation of the Art in Public Places Professional Advisory Committee. As part of its Master Plan, Art in Public Places encourages and will give preference to collaborative projects between the artist(s) and the Consultant to promote the integration of art work and site. Such collaborative efforts shall include the active involvement of both the Consultant and the artist(s) during Design Development of the Project. In consultation with the artist(s) and Art in Public Places, the Consultant shall make all the necessary provisions and coordinate the development and incorporation of artwork(s) details and/or specifications in the Contract Documents for the Project. The Consultant shall coordinate the installation of necessary anchorages, special lighting, or plumbing or other utility or installation and connections as required for the proper installation of the art work in accordance with the artist's concept(s). The Consultant shall provide, without added compensation, technical support including but not limited to assisting the artist(s) in the development of preliminary and final construction cost estimates for infrastructure work necessary to support the art work to the extent that it is included in the Contract, construction procedures/approach, typical sections, profiles and details, structural support and utility connection systems (including structural anchorage details as may be required), technical specifications, submittals and shop drawing requirements (including review and approvals) for all ancillary facilities in connection with the installation of the artwork. The Consultant shall coordinate the installation of the artwork with the artist(s) and the Contractor during construction and shall assist the artist(s) and Art in Public Places in the resolution of issues pertaining to coordination. The Consultant shall inspect, along with the artist(s) and the Art in Public Places Representative, the completed installation(s) by the Contractor for compliance with the Contract Documents.

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

The Consultant shall review the verified Program with the Owner's representatives, lessees (if applicable), and all agencies and other governmental authorities having permitting or other approval authority with respect to the Project. If authorized in writing by the Project Manager, Project Elements or components, as well as suggestions of such agencies or lessees (if applicable) regarding required procedures, are to be followed by the Consultant. Necessary inclusions shall be made when preparing the Design Development and the Contract Documents. Upon completion of the agencies' reviews, the Consultant shall detail in writing the recommendations of the agencies to the Owner and shall modify the suggested plan as appropriate and resubmit it to the Owner for

review, further modifications, and for approval and agreement by the Owner. As a part of this Phase, the Consultant shall prepare and submit the Phase 1B deliverables including but not limited to the following:

- 4.3.2.1 Site Plan: A site plan(s) of the Project, at a scale to be specified by the Owner, showing the Project Elements, existing facilities, and proposed projects pertinent to or interfacing with other projects and with the remainder of the Basic Services under this Agreement.
- 4.3.2.2 Schematic Design Studies: The Schematic Design studies shall consist of all plans, elevations, sections, perspectives, etc., as required to show the scale and relationship of the design concept to surrounding facilities and other Project Elements plus a narrative report, setting forth in appropriate detail, the criteria to be used in preparing the Contract Documents for the Project Elements and identifying all major equipment and systems required, including alternative items as appropriate, and Work Sequencing Schedules. Design areas and elements beneficial to attaining the required LEED certification category shall be identified and quantified.

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

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

- 4.3.2.3 Drainage: To the extent authorized by Service Order, The Consultant shall prepare a preliminary drainage plan showing the direction and quantities of flows to each drain. The Schematic Design narrative report shall provide drainage calculations in sufficient detail to give assurance that the Project can be used under the approved design storm conditions.
- 4.3.2.4 Barricades, Signing, Marking and Lighting: The Consultant shall prepare, as necessary, a preliminary maintenance of traffic plan, construction operations safety plan, and a security plan which show how the Work can be accomplished within operational constraints. The safety plan shall be prepared as part of the Project documents in conformance with the FAA Advisory circulars and the MDAD Airside Operations Procedures (where

applicable). It shall delineate the nature, extent, and location of site access, required temporary barricading, signing, marking, and lighting for the Aircraft Operation Areas and Landside work areas for the Project. The safety plan shall also be coordinated with appropriate Owner staff.

- 4.3.2.5 **Work Sequence and Staging Plan:** The Consultant shall develop a Work Staging Plan to avoid adverse impacts on existing airport and aircraft operations and shall advise the Owner in writing of the remaining adverse impacts, if any, and estimated increase in Project costs that would result from such staging plan. The Consultant shall develop a Work Sequencing Schedule showing the sequence of the construction and the relative time frame within the overall construction period. Alternative plan(s) and associated cost(s) shall also be developed and submitted, along with an analysis by the Consultant of pertinent factors and relative merits of each plan, even if such alternative plan(s) would adversely impact airport and aircraft operations. The decision as to which plan to use will be made by the Owner, and the Consultant will be informed of such decision in writing.
- 4.3.2.6 **Outline Specification:** The Consultant shall prepare an outline specification which will describe the architectural and engineering requirements, earthwork, utility adjustments and relocations, bridge substructure, superstructure, drainage, foundations, mechanical, electrical, utilities, lighting, signalization, signage, markings, external finishes, painting, security systems, fire protection systems, plumbing, and other incidental and special equipment being proposed for the Project, all of which will be considerations in the cost estimate.
- 4.3.2.7 **Probable Construction Cost:** The Consultant shall submit a Probable Construction Cost of the Project. The Probable Construction Cost shall include the estimated costs of constructed or acquired facilities and improvements in such detail as required by the Owner including each class of equipment, operational systems, and any other direct costs that may be included in the Project by the Owner pursuant to this Agreement. No further progress payment shall be made should the Probable Construction Cost in any phase exceed the Budget, until an alternate design is provided at no additional compensation, to bring the cost within the Project Budget limitations.
- 4.3.2.8 **Project LEED point estimate:** To the extent authorized by Service Order, the A/E shall submit the Project LEED point estimate corresponding to the Phase 1B submittal documents. The Project LEED point estimate shall be updated for each successive Phase and kept current. No further progress payment shall be made should the Project LEED point estimate in any Phase fail to meet or exceed the top three (3) points in the specified LEED certification category.

- 4.3.2.9 LEED Certification Plan: To the extent authorized by Service Order, the A/E shall submit a LEED Certification Plan for the Project which shall detail the steps necessary to attain the specified LEED certification category and how each is to be implemented during design and construction of the Project. The LEED Certification Plan shall be updated for each successive Phase and kept current. Successive submittals shall show progress level of each step and directly correspond to the design decisions of each Phase.
- 4.3.3 During Phase 1B the Owner may direct the Consultant, by Service Order, to combine specified portions of the Phase 1B and Phase 2 Basic Services and eliminate or change certain portions of the Services in order to provide Contract Documents more efficiently or cost-effectively. If so directed by the Owner, fees for these two Phases shall be the same as if the two Phases were performed in their entirety. The durations for the individual Phases 1B and 2 will be combined to establish the total duration for the combined phase 1B/2, which will equal the sum of the durations for the individual Phases.
- 4.3.4 The Consultant shall not proceed with the following Phase 2 - Design Development until appropriate written approvals and comments on the deliverables for Phase 1B and a Service Order for the Phase 2 Basic Services is received from the Owner. All comments shall be addressed, in writing, and reflected in the Phase 2 documents. The Consultant understands that such approvals, comments, and Service Order may be received individually and at different times.
- 4.4 PHASE 2 - DESIGN DEVELOPMENT
- 4.4.1 Upon receipt from the Owner of a Service Order for Phase 2 Basic Services, the Consultant shall prepare Design Development documents from the approved Schematic Design documents developed in the performance of the Phase 1B Basic Services. Phase 2 Basic Services shall produce the submittals as more fully detailed in the Professional Services Deliverables. The Design Development documents shall consist of Drawings, Outline Specifications, Work Sequencing Schedules, and other documents as may be necessary to fix and describe the size and character of the systems and components to be included in the Project. The systems, components, and associated controls shall integrate with and be of like character to those typically found in similar projects unless otherwise specifically approved by the Owner in writing. All plans and programs developed during Phase 1B for interim locations or routings, or for the staging and sequencing of Work shall be refined and updated as applicable. Should the need for additional plans and/or programs become apparent during the course of the performance of the Phase 2 Basic Services, such additional plans and programs shall be prepared and included in the Design Development documents.
- 4.4.2 Unless otherwise stipulated in the Special Provisions, it is the Owner's intent to bid the Project in one (1) package. The Owner, though, reserves the right to direct that the Project be divided into as many contracts as required by operational

constraints, tenant or lessees needs, adjacent project scheduling, or other reasons as determined by the Owner. If the Owner requires the Project to be broken into more bid packages than specified herein, the additional work to accomplish this will be compensated to the Consultant as Additional Services.

- 4.4.3 Upon receipt from the Owner of a Service Order, the Consultant shall participate in a Value Analysis (VA), including Life Cycle Cost Analysis, lasting approximately seven (7) days. The Consultant will provide documents, make an opening presentation relative to the contents of those documents, respond to questions posed. Recommendations agreed to and required by the Owner will be incorporated by the Consultant into the Phase 2 Services.

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

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

- 4.4.5 The Consultant shall prepare exhibits required to convey the intent of the design during Phase 2 presentation to the Owner for Owner's and Users' reviews. The Consultant shall resolve all comments, including a follow-up presentation(s) if required. Phase 2 Design Development drawings shall specifically note areas, systems, and/or items necessary for conformance to the required Project LEED certification category. If applicable, the Project LEED points estimate shall be updated at every submission and coordinated with the Probable Construction Cost estimate and the LEED Certification Plan. The Project LEED points estimate

shall be realistic and not less than the top three (3) points specified in the certification category for the Project.

- 4.4.6 The Consultant shall also, to the extent applicable based on refinements and amplifications effected during the Design Development phase, review pertinent documents with the agencies having permitting or other approval authority with respect to the Project, including those agencies previously consulted in Phases 1A and 1B above, to obtain the reviews of such agencies. The Consultant shall report in writing the findings of such reviews with said agencies and provide recommendations for approval by the Owner relative to such findings for implementation by the Consultant in Phase 2 Basic Services.

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

4.5.1 Phase 3A, 30% Complete Contract Documents

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

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

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

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

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

- 4.5.1.4 The Consultant shall submit all documents required under Phase 3A - 30% Contract Documents for review and comments by the Owner. The 30% Contract Documents submittal shall apply to all applicable disciplines including, but not limited to, architectural, structural,

mechanical/HVAC/plumbing/fire protection, electrical, and civil. The 30% Contract Documents submittal shall include CSI Divisions 1 through 16. The 30% Contract Documents submitted shall also include updates to the Phase 2 Project Probable Construction Cost. These updates shall be based upon the approved size and character of the components of the Project Elements as developed in the approved Phase 2 Design Development. If the Phase 3A Probable Construction Cost is higher than the Phase 2 Probable Construction Cost, no further progress payment will be made until the Consultant provides an alternate design. The Owner may direct the Consultant to modify, without additional compensation, the 30% Contract Documents to bring the Phase 3A Probable Construction Cost within or below the approved Phase 2 Probable Construction Cost. The Consultant shall not proceed with the following Phase 3B - 75% Contract Documents until appropriate written approvals and comments on the deliverables for Phase 3A and a Service Order for Phase 3B Basic Services are received from the Owner. All comments shall be addressed in Phase 3B. The Consultant understands that such approvals, comments, and Service Order may be received individually and at different times. For LEED certified projects, the Consultant shall prepare and include drawings and specifications of each discipline identifying the specific elements that will qualify for LEED points, as well as the LEED point estimate. Specific areas, items, and elements that contribute to the Owner-required LEED category shall be listed, keyed, or otherwise highlighted for review purposes.

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

4.5.2 Phase 3B, 75% Complete Contract Documents

- 4.5.2.1 Upon receipt of a Service Order for Basic Services Phase 3B, the Consultant shall prepare the 75% Contract Documents from the approved 30% Contract Documents developed in the performance of the Phase 3A Basic Services. Phase 3B Basic Services shall produce the submittals as more fully detailed in the Deliverables Requirements Manual.
- 4.5.2.2 Using the documents prepared under this Article, the Consultant shall submit for review the necessary portions of the Contract Documents to the authorities including, but not limited to, County, State, and/or Federal, having jurisdiction over the Project by law or contract with the County.

Said documents shall be sufficient to be permitted as applicable by such authorities. The Consultant shall assist the Owner in coordinating with the Building Department to facilitate permit approval prior to approval by the Owner of the 100% complete Review Set and printing of the Contract Documents.

- 4.5.2.3 The Consultant shall develop a coordinated plan of execution for this Phase, which will include an outline, or index, of the contents of the Contract Documents along with a schedule(s) for completion.
- 4.5.2.4 The Consultant shall prepare Plans in a manner that will ensure clarity of line work, notes and dimensions when reduced to 50 percent of the original size. After acceptance by the Owner, the Plans shall become part of the Contract Documents. The Technical Specifications shall provide that a system of quality control and quality assurance be a requirement of the work. The quality control and quality assurance system shall provide the procedures to be used by the Contractor and the Consultant to assure that the quality of all materials, equipment systems, and furnishings function as intended and are equal to or better than called for in the specifications.
- 4.5.2.5 The Consultant shall submit all documents required under Phase 3B - 75% Contract Documents for review and comments by the Owner. The 75% Contract Documents submittal shall apply to all applicable disciplines including, but not limited to, architectural, structural, mechanical/HVAC/plumbing/fire protection, electrical, and civil. The 75% Contract Documents submittal shall include CSI Divisions 1 through 16. The 75% Contract Documents submitted shall also include updates to the Phase 3A Project Probable Construction Cost. These updates shall be based upon the approved size and character of the components of the Project Elements as developed in the approved Phase 3A - 30% Contract Documents. If the Phase 3B Probable Construction Cost indicates that the Project cost shall be more than the approved Phase 3A Probable Construction Cost, the Consultant shall provide an alternate design, without additional compensation and without changing the scope of the Project, to bring the Phase 3B Probable Construction Cost within or below the approved Phase 3A Probable Construction Cost. For LEED certified projects, the Consultant shall prepare and include drawings of each discipline identifying the specific elements that will qualify for LEED points. Specific areas, items, and elements that contribute to the Owner-required LEED level shall be listed, keyed, or otherwise highlighted for review purposes.
- 4.5.2.6 To the extent authorized by Service Order, the Consultant shall participate in a follow up VA/Life Cycle study/critique/constructability after submission of 75% Construction Documents. Participation shall be as necessary to assure that the Owner approved recommendations from the Phase 2 VA have been incorporated and that any additional

recommendations from this Phase 3B VA are fully understood and will be incorporated into the Contract Documents.

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

4.5.3 Phase 3C, 100% Complete Contract Documents

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

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

Probable Construction Cost. The Consultant shall not proceed with the following Phase 3D Bid Documents until appropriate written approvals and comments on the deliverables for Phase 3C and a Service Order for Phase 3D Basic Services are received from the Owner. All comments shall be addressed in Phase 3D. The Consultant understands that such approvals, comments and Service Order may be received individually and at different times. For LEED certified projects, the Consultant shall prepare and include drawings of each discipline identifying the specific elements for LEED points that are required by the technical specifications to meet the necessary criteria. The Project LEED points estimate shall be updated to reflect the Project's Phase 3B refinements to meet or exceed the top three (3) points in the specified LEED certification category.

4.6 PHASE 3D, BID DOCUMENTS

- 4.6.1 After review by the Owner of the 100% Contract Documents, the Consultant shall respond to all comments in writing within seven (7) calendar days after receipt of the comments from the Owner, acknowledging acceptance of the comments(s) which will be incorporated into the documents during Phase 3D, and identifying the rejection of those comments not to be incorporated as approved by the Owner.
 - 4.6.1.1 The Consultant shall assemble and submit a consolidated set of 100% Contract Documents for back-check by the Owner. This set will reflect the revisions required after the 100% review by the Owner.
 - 4.6.1.2 The Consultant shall recommend and justify to the Owner the overall Project Contract Time, Phasing, Interim Completion Time(s), the amounts of liquidated damages, liquidated indirect costs, and the amount of Allowance Account(s) to be incorporated in the Contract Documents.
- 4.6.2 Upon final approval of the back-checked Phase 3C - 100% Contract Documents by the Owner and the receipt of a Service Order, the Consultant shall prepare the Advertisements for Bids, the Bid Forms, and finalize the Contract Documents to a condition suitable for final printing and distribution to prospective bidders. These 100% complete Contract Documents shall be submitted to the Owner for approval.
- 4.6.3 Project registration with GBCI for certification shall be undertaken or updated, as appropriate.

4.7 PHASE 4 - BIDDING AND AWARD OF CONTRACT

- 4.7.1 Upon approval of the 100% complete Contract Documents and the issuance of a Service Order by the Owner for the Phase 4 Basic Services, the Consultant shall furnish the number of bound sets of the 100% complete Contract Documents (Plans and Project Manuals) as specified in the Service Order for bidding purposes, prior to advertising, or as may otherwise be directed by the Owner by the Service Order.

The Consultant shall assist the Owner in obtaining bids, responding in writing to Bidders' inquiries, preparation and issuance of addenda, evaluation of the Bids and Bidders, and the awarding of a Contract(s) for all or a portion of the Work that was bid pursuant to the Contract Documents. The Consultant shall also participate in pre-bid conference(s) and attend the Bid opening.

- 4.7.2 The Consultant shall distribute the Contract Documents to prospective Bidders and to other agencies as required by the Owner, in accordance with current Owner bidding procedures, as such procedures may be amended from time to time. Delivery cost to Bidders shall be paid by the Bidders.
- 4.7.3 The Consultant shall, with prior approval and authorization by the Owner, develop, print, and distribute addenda and responses to bidder's inquiries.
- 4.7.4 The Consultant shall: prepare three (3) sets of Contract Documents in hardcopy format, and two (2) sets in a commercially available software, editable electronic format (CD's, DVD's), conformed with Addenda (if any) pasted or included therein for use by the Owner; prepare a tabulation of bids received; analyze the bids; and make an initial recommendation of award. The award of the Contract will be at the sole discretion of the Owner. Such action by the Owner shall not relieve the Consultant from any responsibility under this Agreement.
- 4.7.5 If the lowest qualified, responsive, and responsible bid received exceeds the approved Phase 3C Probable Construction Cost, the Owner may at its discretion:
 - 1. Approve the increase of the cost of the Work that was bid pursuant to the Contract Documents; or
 - 2. Direct the Consultant to revise the Contract Documents, without changing the scope of the Project, and re-bid the Work included in the revised Contract Documents (in which case the Consultant shall again perform the work specified herein before, at no additional compensation, except for the reimbursement of the cost of printing of Contract Documents); or
 - 3. Suspend or abandon the Project or any components of the Work included in the Contract Documents.
- 4.7.6 Upon award of the Contract by the Owner and notification from Owner to the Consultant that the Contract be executed, the Consultant shall assemble, prepare, and transmit to the Owner six (6) sets of the bidding and Contract Documents, complete with all addenda, forms, and affidavits required by the Contract Documents.

4.8 PHASE 5 - WORK RELATED SERVICES

- 4.8.1 Upon receipt of a Service Order for Phase 5 Work-Related Services, the Consultant shall provide the Services as set forth herein. The Work-Related Services will begin

upon receipt of a Service Order. The Work-Related Services will end when the final request for payment from the Contractor has been approved by the Owner, the Consultant has submitted its Report of Contract Completion, and the Record Drawings (As-Built Drawings) and has completed all other Services required, including the warranty related services.

- 4.8.2 The Consultant shall provide the Owner a staffing plan including individual resumes that the Consultant, including Sub-Consultant(s), intends to use during the Work Related Services for review by the Owner for adequate staffing.
- 4.8.3 The Consultant shall submit or otherwise affirm that it has submitted all necessary and requested data to GBCI for the attainment of the LEED certification category requested by the Owner.
- 4.8.4 The Consultant shall approve the overall progress schedule, schedule of shop drawings submissions, schedule of values, and other schedules required of the Contractor under the Contract Documents. The Consultant shall visit the Work at least once per week, evaluate the work for compliance with the Contract Documents, prepare and submit to the Owner, via the Project Manager with copies to the Field Representative, a detailed written and sequentially-numbered report of the observed conditions of the Work, the progress of the Work, and other Work observations, as found or made during each visit to the Work. Such report shall be submitted to the Owner at least monthly and more frequently on an interim basis if necessary to prevent or mitigate any increase in Project costs or damages to the Owner. The Consultant will not be held responsible for the means, method, techniques, sequences or procedures used, or for safety precautions and programs, in connection with the Work performed by the Contractor, but shall immediately report to the Owner any observations of conditions which in his judgment would endanger persons or property or which might result in liabilities to the Owner.
- 4.8.5 Appropriately qualified personnel of the Consultant, including Sub-consultant(s) if appropriate, shall visit the Work at least once per week, unless otherwise specified in the Special Provisions of this Agreement, Service Order and as necessary to fulfill the responsibilities of the Consultant hereunder and in order to respond to non-routine situations that call for the Consultant's expertise and /or approval in an expeditious manner. Such personnel shall coordinate with the Field Representative work-site personnel.
- 4.8.6 The A/E shall review and certify the amounts due the Contractor and issue Certificates for Payment in such amounts. The A/E's certification for payment shall constitute a representation to the Owner, based on the A/E's evaluation of the Work and on the data comprising the Contractor's Application for Payment, that the Work has progressed to the point indicated and that, to the best of the A/E's knowledge, information and belief, the quality of the Work is in accordance with Contract Documents. The foregoing representations are subject to minor deviations from the contract documents correctable prior to completion and to specific

qualifications indicated by the A/E. Such certification shall be based on the A/E's review and acceptance of the following:

1. An evaluation of the Work for conformance with the Contract Documents;
 2. The Field Representative's certification of the Contractor's measurements for work satisfactorily completed;
 3. The results of any subsequent test required by the Contract Documents;
 4. The review of as-built drawings to determine completeness and accuracy up to the date of the pay request;
 5. Any specific qualifications stated in the request for payment;
 6. The Field Representative's confirmation of the cost of labor, materials, and equipment for cost-plus work including disputed work;
 7. Compliance with all LEED required activities. The review of the Contractor's LEED Certification Plan for compliance regarding inventory and receipt of action documentation, including but not limited to, construction waste management, use of reduced impact materials, temporary storage of recyclables and discarded items, refrigerants, etc., necessary to attain maximum possible LEED certification points, up to the date of the pay request.
- 4.8.7 The Consultant shall assist the Project Manager, the Field Representative, and other consultants in reviewing and evaluating all Contractor's claims relating to the cost, execution, and progress of the Work and on all other matters or questions related thereto including, but not limited to, change orders, work orders and potential work orders.
- 4.8.8 The Consultant shall have authority to require special inspection or testing of any Work questioned as to conformity with the Contract Documents whether or not such Work has been fabricated and delivered to the Project or installed and completed.
- 4.8.9 The Consultant shall provide general consultation and advice, interpret the Plans Specifications, and other such Contract Documents in order to clarify the intent of the Consultant with respect to the contents of the Contract Documents.
- 4.8.10 The Consultant shall promptly review and approve shop drawings, samples, and other submissions of the Contractor(s) for conformance with the design concept of the Project Element(s) and for compliance with the information given in the Contract Documents. The Consultant shall render decisions, issue interpretations, and issue correction orders within the times specified in the Contract Documents

or, absent such specification, on such timely basis so as not to delay the progress of Work as depicted in the approved construction schedule.

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

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

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

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

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

4.8.12.2 Contractor's Closeout Submittals and Actions: The Consultant shall review the Field Representative's record of closeout submittals and actions for concurrence.

- 4.8.12.3 Determination of Substantial Completion: When the Punch List of defective items has been reduced to the point at which, in the judgment of the Consultant and Field Representative, the Work can be immediately utilized for its intended purpose, division of responsibility for carryover items from the Contractor to the Owner has been set forth, and all Punch List items are judged to be capable of completion in not more than 60 days or such other time as may otherwise be approved by the Owner, upon recommendation by the Field Representative, the Consultant shall review, concur, and upon approval by the Owner, set the date of Substantial Completion.
- 4.8.12.4 Certificate of Occupancy: If a Certificate of Occupancy is required on this project, the Consultant and Field Representative shall not certify the Work as substantially complete until a Certificate of Occupancy has been issued in accordance with the Florida Building Code.
- 4.8.12.5 Determination That the Work Is Not Substantially Complete: If the required submittals and actions by the Contractor are deficient, or if in the judgment of the Field Representative and/or the Consultant the Work will not be ready for final acceptance within the time parameters specified herein, the Consultant shall notify the Project Manager, the Field Representative and the Contractor in writing that Substantial Completion cannot be declared, and include a list of deficient Contractor's submittals, deficient Contractor's actions, defective or incomplete items in the Work, and any other supporting reasons the Field Representative and/or the Consultant may wish to state.
- 4.8.12.6 Retainage for Uncompleted Work: The Consultant shall review and concur with the Field Representative's recommendation of an amount that will ensure that the Owner can employ other contractors to complete each item of work in the event of the Contractor's failure to complete. Upon approval by the Owner, this retainage for uncompleted work shall be deducted from the retainage amount otherwise due the Contractor at the time of Substantial Completion. Retainage for uncompleted work will not be paid until the Contractor completes all uncompleted items.
- 4.8.12.7 Final Acceptance: When, in the judgment of the Field Representative and the Consultant the Work is complete, the date of Final Acceptance shall be set by the Owner.
- 4.8.13 The Consultant's Services after Final Acceptance shall include, but not be limited to, the following:
- 4.8.13.1 The Consultant shall furnish to the Owner at the Consultant's expense a final, complete, and fully updated record set of documents. The record drawings shall be submitted in the following formats:

A. Two (2) sets of Electrostatic black line prints with size to be determined by Owner; and

B. Two (2) sets of electronic drawings:

Based on submission date the .DWG version must be within two years of the AutoCad version currently being shipped. Any of the following transmission methods are acceptable: CD, DVD, or external hard drive.

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

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

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

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

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

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

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

repaired or replaced.

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

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

4.9. MEETINGS AND REPORTS

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

4.9.2. Reports: In addition to any specific reports called for elsewhere in this Agreement, the Consultant shall submit to the Owner a monthly progress report of the status and/or results of all Services required to be performed under this Agreement. This Report shall be submitted with the invoice for Services performed during the corresponding period. Each report shall include but not be limited to: a brief narrative the progress made during the previous month and the estimated incremental and total percentages of each assigned Project Element which have been completed; any problem(s) encountered during the month and any actions taken to solve or alleviate the problem(s); any changes which may have occurred in the projected dates of the events; a statement from the Consultant as to each Project Element that the Project is either on schedule or the Project Element is not on schedule and should the latter be stated, then the Consultant shall also state the length of delay and the reasons for the delay. The Consultant shall explicitly state recommendations for alleviating the delay and in subsequent monthly progress reports state whether or not the delay has been alleviated. Such report shall also

relate the aggregate services performed to the total compensation paid and payable to the Consultant hereunder for each Phase of the Basic Service as set forth in the corresponding invoice for payment.

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

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

ARTICLE 5

ADDITIONAL SERVICES AND WORK-SITE SERVICES

- 5.1 **AUTHORIZATION:** Any Services beyond the requirements for Basic Services shall be performed by the Consultant upon receipt of a Service Order issued by the Owner. The Owner reserves the right to have any or all of the Services listed below performed by consultants other than the Consultant. The Consultant shall have no claim to any of these Services except as authorized by the Owner with a Service Order.
- 5.2 **ADDITIONAL SERVICES:** Additional Services listed below are beyond the requirements for Basic Services under this Agreement and shall be performed upon receipt of a Service Order.
- 5.2.1 Special analyses of the needs of the Owner related to financial feasibility, or other special studies not otherwise necessary for the satisfactory performance of the Basic Services.
- 5.2.2 Incorporation of any User recommendations, as approved by the Owner, into drawings subsequent to Phase 2.
- 5.2.3 Any Services after Owner's acceptance of Phase 2 documents by the Owner relative to future facilities, systems, and equipment but not intended to be included in the Contract Documents.
- 5.2.4 Services with respect to verification of Owner-supplied information that cannot be made visually or by careful review of the available information, but which requires extraordinary investigation, such as excavation, demolition or removal, as well as investigations and the development of additional information, as agreed to by the Owner, required as a result of deficiencies in the as-built conditions, utility information, survey information and/or soils investigation which are deemed necessary to provide a satisfactory basis on which to perform the Basic Services.
- If any independent engineering, testing laboratory or surveyor is employed by the Consultant to perform any or all of the requested additional services, the Consultant shall obtain the Owner's approval of the use of and the fees for such independent engineering, testing laboratory or surveyor prior to commencing such work. Verification of the work performed by such Sub-consultant(s) and the cost associated therewith shall be the sole responsibility of the Consultant and not compensable by the Owner.
- 5.2.5 Extra work required, as directed by the Owner, to break the Project into more bidding packages than specified herein, including making studies and advising the Owner of the number and type of construction contracts, taking into consideration phasing and coordination of work with the Contractors, cost impact, and the requirements and needs of the Owner and Users (if applicable).

- 5.2.6 Meetings with federal and/or state grant providing agencies required to assist the Owner in obtaining grant funding for the Project.
 - 5.2.7 Extended assistance requested in writing by the Owner for the preparation of operating and maintenance manuals, other than those provided by the Contractor, subcontractors, or manufacturer, in accordance with the Contract Documents.
 - 5.2.8 Consultation concerning replacement of any work damaged by fire or other disaster during construction, and professional services in connection with replacement of such work.
 - 5.2.9 Preparing to serve or serving as an expert witness at the request and on behalf of the Owner, in connection with the Project or any Project Element or component thereof, except in situations where such service is a result of the Consultant's errors, omissions, or ambiguities.
 - 5.2.10 Professional services required after acceptance of the Work by the Owner except as otherwise required under Basic Services.
 - 5.2.11 Professional services made necessary by the default of the Contractor or by major defects in work performed under the construction Contract that have not resulted from errors, omissions, or ambiguities of the Consultant.
 - 5.2.12 Environmental services beyond that which is required to verify Owner-supplied information or that is beyond the scope of the Basic Services herein.
 - 5.2.13 Environmental Remediation engineering services. These services will be negotiated, authorized, and paid as Additional Services; however, the incorporation of standard details and/or technical specifications provided by the Owner into the Contract Documents does not constitute Additional Services.
 - 5.2.14 Services required to participate in, or otherwise assist the Owner during bid protests or negotiations with the bidder(s) after bid opening but before the award of the Contract with the Contractor.
 - 5.2.15 Preparation of reports, which are not a requirement of Basic Services, and participation in meetings during construction, should the Owner elect not to take the option for Work-Site Services; provided, however, that such meetings and reports are not a result, directly or indirectly, of errors, omissions, and/or ambiguities in the services rendered by the Consultant, including Sub-consultants engaged by the Consultant.
- 5.3 WORK-SITE SERVICES: At the sole option of the Owner and after receipt of a Service Order specifically authorizing such Services, the A/E shall provide Work-Site Services as set forth herein. In discharging such Services, the Consultant shall provide an on-site resident Field Representative(s) approved by the Owner who shall act as the agent of the Consultant. The Work-Site Services shall be defined by Service Order, performed in

accordance with the MDAD Construction Inspection Services Manual, and agreed to by the Consultant and the Owner.

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

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

ARTICLE 6

REIMBURSABLE EXPENSES

The following activities and entities may be considered as Reimbursable Expenses under this Agreement. Any Reimbursable Expenses shall be approved by the Owner in advance and authorized by a Service Order.

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

ARTICLE 7

EQUAL EMPLOYMENT OPPORTUNITY AND AFFIRMATIVE ACTION

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

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

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

- 7.2 **NONDISCRIMINATORY ACCESS TO PREMISES AND SERVICES:** The Consultant, for itself, its personal representatives, successors in interest, and assigns, as part of the consideration hereof, does hereby covenant and agree as a covenant that: (1) no person on the grounds of race, color, national origin, religion, ancestry, sex, pregnancy, age, disability, marital status, familial status, sexual orientation, gender identity or gender expression or status as victim of domestic violence, dating violence or stalking shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of the premises, including the construction of any improvements, or services provided the Consultant; (2) that the Consultant shall use the Airport in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be

amended; (3) the Consultant shall use the premises in compliance with all other requirements imposed by or pursuant to the enforceable regulations of the Department of Transportation as amended from time to time; and (4) the Consultant shall obligate their sub-consultants to the same nondiscrimination requirements imposed on the Consultant and assure said requirements are included in those sub-agreements.

7.3 BREACH OF NONDISCRIMINATION COVENANTS: In the event it has been determined that the Consultant has breached any enforceable nondiscrimination covenants contained in Section 6.1 Equal Employment Opportunity and Section 6.2 Nondiscriminatory Access to Premises and Services above, pursuant to the complaint procedures contained in the applicable Federal regulations, and the Consultant fails to comply with the sanctions and/or remedies which have been prescribed, the County shall have the right to terminate this Agreement pursuant to the Termination of Agreement section hereof.

7.4 NONDISCRIMINATION: During the performance of this Agreement, the Consultant agrees as follows: The Consultant shall, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to race, color, national origin, religion, ancestry, sex, pregnancy, age, disability, marital status, familial status, sexual orientation, gender identity or gender expression or status as victim of domestic violence, dating violence or stalking. The Consultant shall furnish all information and reports required by Executive order 11246 of September 24, 1965, as amended by Executive order 11375 and by rules, regulations, and orders of the Secretary of labor, or pursuant thereto, and will permit access to Consultant books, records, accounts by the County and Compliance Review Agencies for purposes of investigation to ascertain by the compliance with such rules, regulations, and orders. In the event of the Consultant's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, and orders, this Agreement may be cancelled, terminated, or suspended in whole or in part in accordance with the Termination of Agreement section hereof and the Consultant may be declared ineligible for further contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 and such sanctions as may be imposed and remedies invoked as provided in Executive Order 11375 and such sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 as amended or by rules, regulations, and orders of the Secretary of Labor, or as otherwise provided by law.

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

The Consultant shall take such action with respect to any subcontract as the County may direct as a means of enforcing such provisions, including sanctions for noncompliance, provided, however, that in the event the Consultant becomes involved in, or is threatened

with, litigation with a sub-consultant as the result of such direction by the County or by the United States, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

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

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

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

Timetables

Goals for minority participation for each trade: [sponsor must insert established goal]

Goals for female participation in each trade: 6.9%

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

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

project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs (OFCCP) within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.
4. As used in this notice and in the contract resulting from this solicitation, the "covered area" is [sponsor must insert state, county, and city].

7.7 CONTRACT MEASURES: The Consultant is required under this Agreement to achieve a Small Business Enterprise (SBE) Goal in accordance with the Contract Measures applied to this Project as shown in the "Special Provisions" of this Agreement and the attached Contract Participation Form, SBE Utilization Form and Letters of Intent (Appendix 4) as presented in the Consultant's Proposal for the Project.

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

ARTICLE 8

COMPENSATION FOR SERVICES

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

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

8.1 COMPENSATION FOR SERVICES:

Unless otherwise authorized by Amendment to this Agreement, aggregate payments to the Consultant for Basic Services, Work Site, Work-Related and Additional Services and Reimbursable Expenses performed shall not exceed **TWO MILLION DOLLARS (\$2,000,000.00)** and shall be disbursed as reflected herein, unless additional payments up to the limits of the Allowance Account have been authorized.

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

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

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

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

8.2.3.1 Compensation for the Principal shall be at the flat rate without application of any multiplier of **\$210** per hour.

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

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

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

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

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

EXAMPLE

Hours worked during week = 50

Pay rate = \$30/hr.

Multiplier = 2.65

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

EXAMPLE

Hours worked during week = 50

Pay rate = \$30/hr.

Multiplier = 2.65

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

8.2.3.3 Consultant shall not invoice Owner for charges for office, rent or overhead expenses of any kind, including but not limited to, insurance, telephone (except long distance calls authorized by the Owner), and utility charges, office/drafting supplies, depreciation of equipment, professional dues, subscriptions, reproduction of drawings and/or specifications for internal use, mailing, stenographic, clerical, nor shall it invoice for other employee time to travel and subsistence not directly related to the Project. The multiple factor set forth above shall cover all such costs pertinent to the Project.

8.2.3.4 When Services are authorized as a Multiple of Direct Salaries, the Consultant shall submit the names, classification, salary rate per

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

- 8.2.3.1.1 Compensation for all personnel shall either be a direct labor multiplier of 2.9 times the direct salaries for all home office support personnel or a direct labor multiplier of 2.3 times the direct salaries for field office personnel. Unless otherwise changed as provided for hereinafter, the maximum rate of compensation for personnel (excluding the multiple of direct salary) shall be in accordance with the table below, Job Classifications and Maximum Raw Rates. If the Consultant elects to pay more than the rates listed below, the County is only liable to pay the rates below.

JOB CLASSIFICATION	MAXIMUM FLAT RATES
Principal	*\$210.00
	MAXIMUM RAW RATES
Project Manager	\$65.52
Senior Engineer	\$67.24
Professional Engineer	\$60.34
Staff Engineer	\$44.83
Engineering Technician	\$37.93
Administrative Support/Clerical	\$25.86

***Hourly Flat Rate**

The maximum rate of compensation for all other office personnel, not listed above, excluding the multiple of Direct Salaries shall not exceed \$65.52 per hour. The Owner reserves the right to adjust the maximum rate.

The maximum rate of compensation for all other field personnel, not listed above, excluding the multiple of Direct Salaries shall not exceed \$65.22 hour. The Owner reserves the right to adjust the maximum rate.

hour, applicable multiple, hours worked, and total charge for all personnel directly engaged on the project.

- 8.2.4 The Consultant shall not be entitled to compensation for Phases 3A through 4 (30% Contract Documents through Bidding) for alternates required because of the failure of the Consultant to design the Project so that it may be constructed within the total established construction budget.
- 8.2.5 No further progress payment will be made should the Probable Construction Cost of any phase exceed the budget until an alternate design is provided in accordance with Article 4.
- 8.2.6 Payments of the Phase 5 Work Related Services through Final Acceptance of the Project Fee, shall be made in monthly installments. The amount of each monthly installment payment shall be determined by increasing the Construction Contract Time for completion of all work for the project, as stated in the Service Order in calendar days, by 20% then dividing the calculated number of days by 30 days/month and rounding up to the next integer. This integer will be the number of months over which the Work Related Services Fee will be paid. If the Work is completed on time or ahead of schedule, all remaining Work Related Services through Final Acceptance of the Project monies shall be paid to the Consultant in a lump sum.
- 8.2.6.1 In the event that Prolonged Period of Work Related Services, Phase 5, of Basic Services becomes necessary, payment for the Prolonged Period of Construction Contract Administration shall be the same amount as the monthly installment payment for Work Related Services through Final Acceptance of the Project. Payments for Prolonged Period of Work Related Services, shall begin once the original contract time has been exceeded by 20% if such extended time is due to no fault of the Architect/Engineer.
- 8.3 PAYMENT FOR REIMBURSABLE EXPENSES: Reimbursable Expenses as described in Article 6 "Reimbursable Expenses" of this Agreement will be reimbursed by the Owner as verified by appropriate bills, invoices, or statements.
- 8.4 INVOICES AND METHODS OF PAYMENT: The Consultant shall submit monthly to the Project Manager, two (2) copies of a duly certified invoice for payments due on account of the portion(s) of the Services performed and eligible for payment based upon the earned value measurement procedure contained in the DSCMP. A copy of the applicable Service Order shall accompany the original copy of the invoice. The format, content, and submittal date of the invoice shall be as specified by the Project Manager. The Architect/ Engineer shall meet monthly with the Project Manager to verify that the Architect/Engineer's reported progress and earned value is in accordance with the accepted DSCMP. Monthly progress payments will be based on the monthly DSCMP meeting with the Project Manager.

Subsequent to the monthly DSCMP meeting, the Consultant shall submit its invoice for those services to the Project Manager. The Owner shall make payment in accordance with the provisions of Chapter 218 of the Florida Statutes. However, the Owner may reject the invoice in whole or in part. If rejected, the Owner shall notify the Consultant in writing, specifying the deficiencies and corrective action required. If the Owner rejects only a part of the invoice, the Owner shall pay the undisputed portion of the invoice. Rejected or partially rejected invoices shall be corrected by the Consultant and resubmitted to the Project Manager for payment. Resubmitted partially rejected invoices shall separately indicate the previously undisputed amount of the invoice.

- 8.5 **PAYMENT TO SUB-CONSULTANTS:** All payments to Sub-consultant(s) employed hereunder shall be the sole responsibility of the Consultant unless otherwise provided for herein or within a Service Order. The Consultant shall, upon receipt of progress and/or final billing(s) from such Sub-consultant(s) for Services satisfactorily performed incorporate such billing(s) in the manner and to the extent appropriate to the applicable payment basis (es), in the next following invoice submitted by the Consultant to the Owner. The Consultant shall not submit invoices that include charges for Services by Sub-consultant(s) unless such Services have been performed satisfactorily and the charges are, in the opinion of the Architect/Engineer, payable to such Sub-consultant(s). The Consultant shall make all payments to such Sub-consultant(s) promptly following receipt by Consultant of corresponding payment from the Owner. Prior to any payments to Sub-consultant(s), the Consultant shall, if requested by the Project Manager, furnish to the Owner a copy of the agreement(s) providing for such payments.
- 8.6 **SUB-CONTRACTOR/SUB-CONSULTANT REPORTING:** Pursuant to Sections 2-8.1 and 10.34 of the Code of Miami-Dade County, the Consultant must report to the County the race, gender, and ethnic origin of the owners and employees of its first tier sub-contractors/sub-consultants via the Business Management Workforce System (BMWS) at <http://mdcsbd.gob2g.com>. The race, gender, and ethnic information must be submitted via BMWS as soon as reasonably available and, in any event, prior to final payment under the contract. The Consultant shall not change or substitute first tier sub-contractors/sub-consultants or direct suppliers or the portions of the contract work to be performed or materials to be supplied from those identified except upon written approval of the County. Additionally, in accordance with Section 2-8.8 of the Code, as a condition of final payment under a contract, the Consultant shall identify sub-contractors/sub-consultants used in the work, the amount of each sub-contract, and the amount paid and to be paid to each sub-contractor/sub-consultant via BMWS. The Consultant shall be responsible for reporting all payments to sub-contractors and sub-consultants must confirm the reported payments, via BMWS, within the specified time frame. In the event that the Consultant intends to pay less than the subcontract amount, the Consultant shall deliver to the County a statement explaining the discrepancy or any disputed amount.
- 8.7 **CONSEQUENCE FOR NON-PERFORMANCE:** Should the Consultant fail to perform its services within the time frames outlined and such failure causes a delay in the

progress of the Work, the Consultant shall be liable for any damages to the Owner resulting from such delay.

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

8.8.1 Payment for Services completed and approved prior to receipt by the Consultant of notice of abandonment of a Project Element, termination, or suspension, for which payment has not yet been made to the Consultant by the Owner, shall be made in the same manner as would have been required had such abandonment of a Project Element, termination or suspension not occurred

8.8.2 For Services partially completed and satisfactorily performed prior to receipt by the Consultant of notice of abandonment of a Project Element, termination, or suspension, the Consultant shall be compensated on the basis of payment in same manner as would have been required had such abandonment of a Project Element, termination or suspension not occurred, adjusted to the level of completion portion of the service. A claim by the Consultant for compensation shall be supported by such data as the Owner may reasonably require. In no case shall fees for partially completed Services exceed the fees that would have been paid for such Services had they not been abandoned, terminated or suspended.

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

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

8.9 MAXIMUM PAYABLE ALLOWANCE ACCOUNT: The aggregate sum of all payments to the Consultant for Allowance Account Services payable on this Project shall not exceed **TWO HUNDRED THOUSAND DOLLARS (\$200,000.00)**. Any Allowance Account expenses shall be approved by the Owner in advance and authorized by a Service Order. Any portion of this sum for which payment is not authorized in writing by the Project Manager shall remain the property of Owner.

8.10 INSPECTOR GENERAL AUDIT ACCOUNT: An audit account is hereby established to pay for mandatory random audits by the County's Inspector General pursuant to County Code Section 2-1076. The amount for the Inspector General Audit Account is

hereby set at **FIVE THOUSAND FIVE HUNDRED DOLLARS (\$5,500.00)**. The Consultant shall have no entitlement to any of these funds. The Owner retains all rights to these funds, may expend these funds at its sole discretion, and any funds not expended from these audit accounts remain the property of the County.

- 8.11 TOTAL AUTHORIZED AMOUNT FOR THIS AGREEMENT: The Total Authorized Amount for this Agreement is **TWO MILLION TWO HUNDRED AND FIVE THOUSAND FIVE HUNDRED DOLLARS (\$2,205,500.00)**. The Owner retains all rights to these funds, may expend these funds at its sole discretion, and any funds not expended from this authorized agreement amount remain the property of the Owner.
- 8.12 MAXIMUM PAYABLE FOR REIMBURSABLE EXPENSES: The aggregate sum of all payments to the Consultant for Reimbursable Expenses are included in Sub-article 8.1 and during the Term of this Agreement.

ARTICLE 9

SPECIAL PROVISIONS

9.1 The scope of this Project will require the architectural and engineering (A/E) consultant to provide services including, but not limited to:

- A. Updating and maintaining the Pavement Management Program for MDAD Facilities in PAVER. The scope of services shall include inspecting and evaluating pavement conditions (runways, taxiways, ramps and gates), collecting and reviewing as-built data, field verifying as-built conditions, updating the PMP PAVER data base, updating the existing modeling scenario, reviewing and updating the MDAD design guidelines, reviewing and updating the technical specifications, updating the annual maintenance and repair forecast and assisting MDAD with pavement evaluations and analysis, and any supportive task ancillary to the primary scope of services.

Once the field observation data is input into the PMP, the pavement condition index (PCI) and remaining life are computed. This information is then analyzed and evaluated to produce the 10-Year Maintenance and Rehabilitation (M&R) Plan.

The inspections for all airfield pavements are conducted on a three-year cycle as required by FAA.

- B. Provide as needed pavement management and design assistance to the MDAD PM in activities related to but not limited to MDAD's Pavement Repairs contract including supervision and administration assistance as required throughout the duration of the contract; supervision and assistance including field services related to the Runway Rubber Removal contract throughout the duration of the contract; Friction Testing evaluation and recommendation of equipment approved by the Federal Aviation Administration (FAA).
- C. Planning and design services to include administration, programming, modeling, investigations, analysis, evaluation, reports, inspections, calculations, reviews, surveying, testing, and training.
- D. Provide MDAD with the necessary support to meet regulatory compliance requirements with federal, state, and local agencies, inclusive of responses to and/or meetings with such agencies.

9.2 At any time during the term of this Agreement Owner can require the Consultant provide Project Specific Professional Liability Insurance in the amount of \$1,000,000 (or such other amount as may be specified in these Special Provisions) per claim to last the life of the Project plus three (3) years. The premium for this coverage shall be reimbursed to the Consultant in accordance with Article 6 "Reimbursable Expenses" of this Agreement.

- 9.3 Pursuant to Article 2.1, the Consultant shall be furnished with the following documents, or access thereto, as referenced in Basic Services: Design Guidelines Manual, Design Deliverables Requirements Manual, Construction Inspection Manual,
- 9.4 Pursuant to Article 3.28, the Consultant shall meet the LEED certification category indicated in the Service Order.
- 9.5 Pursuant to Article 4.2, the Consultant shall submit, for each Service Order, a proposed fee and schedule in Excel, Microsoft Project, or Primavera format and shall include, among other things, proposed durations, from authorization to proceed, for each applicable phase.
- Phase 1A Program Verification
 - Phase 1B Preparation of Schematic Design Documents
 - Phase 2 Design Development
 - Phase 3A 30% Complete Contract Documents
 - Phase 3B 75% Complete Contract Documents
 - Phase 3C 100% Complete Contract Documents
 - Phase 3D Bid Documents
- 9.6 The Consultant is firmly obligated to complete the services in accordance with the approved DSCMP or service order fee and schedule as approved by the Project Manager.
- 9.7 The A/E shall be responsible for all transportation to, from and within the project site for all services at no additional cost to the owner.
- 9.8 Pursuant to Article 7.7, the contract measures for this Agreement is:
- Small Business Enterprise (SBE) A/E 15% Goal
- 9.9 The deduction of one quarter (1/4) of one (1) percent from each progress payment to pay for the functions of the Office of Inspector General is inapplicable because this Contract is either financed by aviation revenue bonds or funded by aviation revenue, which are subject to federal regulations.
- 9.10 The terms of this Agreement are subordinate to the terms of the Airport Agreement submitted by Miami-Dade County to the United States Soccer Federation on February 21, 2018, pursuant to Board of County Commissioners' Resolution No. R-187-18. In carrying out its obligations under this Agreement, A/E shall not take or omit any action which is inconsistent with, or in derogation of, the County's obligations under the Airport Agreement. Where the A/E's rights or obligations under this Agreement are in conflict with the County's obligations under the Airport Agreement, and upon notice by the County to A/E, the terms of this Agreement shall be deemed conformed to the County's obligations under the Airport Agreement. Where such conformance would cause a material change in this Agreement, A/E shall have the right, upon written notice to the County within five (5) days of receipt of notice of such a conflict, to terminate this Agreement for convenience; in such termination, the A/E shall have no cause of action for money damages of any kind, including but not limited to direct damages, unamortized costs or debt, stored or ordered materials, indirect damages, lost profits, loss of opportunity, loss of goodwill, or otherwise. In the event that the A/E does not elect to

terminate this Agreement within the time specified herein, this Agreement shall be deemed to have been amended via consent of the parties to conform its terms to the requirements of the Airport Agreement, but only to the extent needed to avoid conflict with same.

9.11 The Consultant shall comply with the provisions in Appendix 5.

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

CONSULTANT (CORPORATION)

AECOM Technical Services, Inc.

Legal Name of Corporation

ATTEST:

Secretary: Armond Tatevossian
Signature and Seal

By: Andrew Kacer
Consultant - Signature

Digitally signed by Andrew Kacer
DN: c=US, E=andy.kacer@aecom.com,
o=AECOM, CN=Andrew Kacer
Date: 2022.05.12 13:11:00-0400

Armond Tatevossian, Secretary
Type Name

Andrew Kacer, VP/Authorized Signatory
Type Name & Title



Witness: _____ By: _____

Legal Name

Signature

Witness: _____ By: _____

Signature

FEIN _____

MIAMI-DADE COUNTY BOARD OF COUNTY COMMISSIONERS

By: _____
Mayor

ATTEST: Harvey Ruvin, Clerk

BY: _____
(Miami-Dade County Seal)

Approved for Form and Legal Sufficiency

(Assistant County Attorney)

APPENDIX 1

NOT USED

APPENDIX 2

PRINCIPALS OF THE CONSULTANT

The term "Principal" is defined herein as Officers of AECOM Technical Services, Inc. that retains ownership interest in the firm as of May 5, 2022.

Name of Principal

Pedro G. Hernandez

Office Location

Miami, FL

APPENDIX 3

CRITICAL PERSONNEL

CRITICAL PERSONNEL

<u>Name</u>	<u>Designated Role</u>
Andrew Kacer	Project Manager
Abbas Kachwalla	Senior Engineer
Clint Martin	Professional Engineer
Sadichchha Sharma	Staff Engineer
Peter Giakoumis	Engineering Technician
Karin Toon	Administrative Support/Clerical

APPENDIX 4

IMPLEMENTING ORDER 3-32 (SMALL BUSINESS ENTERPRISE ARCHITECTURE AND ENGINEERING PROGRAM), IMPLEMENTING ORDER 3-41 (SMALL BUSINESS ENTERPRISE PROGRAM FOR THE PURCHASE OF GOODS AND SERVICES), SMALL BUSINESS DEVELOPMENT (SBD) WORKSHEET, AND EXECUTED CERTIFICATE OF ASSURANCE AND UTILIZATION PLANS



Small Business Development Division

Project Worksheet

Project/Contract Title: Pavement Management Program
Project/Contract No: E21-MDAD-01

Received Date: 7/27/2021

Funding Source: MDAD Multi Year
Operating Budget
(Non-Capital)

Department: Aviation

Estimated Cost of Project/Bid: \$2,205,500.00

Description of Project/Bid: This project will consist of updating and maintaining the Pavement Management Program (PMP) for MDAD facilities in PAVER. The service will include inspecting and evaluating pavement conditions (runways, taxiways, ramps, and gates), collecting and reviewing as-built data, field verifying as-built conditions, updating the PMP PAVER data base updating the existing modelling scenario, reviewing and updating the MDAD design guidelines, reviewing and updating the technical specification, updating the annual maintenance and repair forecast in PAVER and assisting MDAD with pavement evaluation and analysis, and any supportive tasks ancillary to the primary scope of services.

Contract Measures Recommendation		
Measure	Program	Goal Percent
Goal	SBE-A&E	15%
Reasons for Recommendation		
SMALL BUSINESS ENTERPRISE - ARCHITECTURAL & ENGINEERING (SBE/A&E) An analysis of the factors contained in the project package, as well as the factors contained in Section V.8.2.C of Implementing Order 3-32 indicates that a 15.00% SBE/A&E Sub-consultant goal is appropriate for this contract in the following Technical Categories (TC's) Highway Systems-Major Highway Design-5%, Soils, Foundations and Materials Testing- Drilling, Substitute Investigation and Seismographic Services-2.5%, Soils, Foundations and Materials Testing- Geotechnical and Materials Engineering Services-2.5% and General Civil Engineering-5%. MDC-TCC 03-02 MAJOR HIGHWAY DESIGN, MDC-TCC 16 GENERAL CIVIL ENGINEERING, MDC-TCC 04-01 ENGINEERING DESIGN, MDC-TCC 09-01 DRILLING, SUBSURFACE INVESTIGATIONS AND SEISMOGRAPHIC SERVICES, MDC-TCC 09-02 GEOTECHNICAL AND MATERIALS ENGINEERING SERVICES		
Small Business Contract Measure Recommendation		
Sub-trade	Category	
Major Highway Design	SBE-A&E	
Drilling, Substitute Investigation and Seismographic Services	SBE-A&E	
Geotechnical and Materials Engineering Services	SBE-A&E	
General Civil Engineering	SBE-A&E	

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

Daniella Laine Carr
County Mayor (Aviation Only)

9/16/21
Date

Contract No. E21-MDAD-01

MDC118



SMALL BUSINESS DEVELOPMENT
CERTIFICATE OF ASSURANCE

SMALL BUSINESS PARTICIPATION ON COUNTY A&E AND DESIGN/BUILD PROJECTS

This completed form must be submitted with proposal documents by all proposers on a Miami-Dade County project with Small Business Enterprise ("SBE") program measure(s).

Project No.: E21-MDAD-01 Project Title: Pavement Management Program
Name of Proposer: AECOM Technical Services, Inc. FEIN 95-2661922
Address: 2 Alhambra Plaza, Suite 900 City Coral Gables State FL ZIP 33134
Telephone Number: 813-636-2425 Email address: Andy.Kacer@aecom.com

The proposer is committed to meeting the established SBE measure(s) assigned to this project:

15 % SBE-A/E, _____ % SBE-Con, _____ % SBE-G, and/or _____ % SBE-S.
(For Goals, write in the percentage. For Set-aside, put a check mark or x.)

To satisfy the requirements for Step 1 - Proposal Submittal and Compliance with Small Business Enterprise Program Measure(s), the following is required:

1. Acknowledge the SBE program measure(s) (i.e., SBE-Architecture & Engineering, SBE-Construction, SBE-Goods and/or SBE-Services) established for this project via this Certificate of Assurance.
2. Acknowledge and confirm that there is an established relationship with the certified Miami-Dade County Small Business Enterprise firm(s) to be subcontracted to achieve the established SBE program measure(s) as indicated in the Project Documents.
3. Acknowledge that all SBE-A/E firms are properly listed on the Letter of Qualifications or Form 8DB submitted, as applicable, as part of the proposal documents and will be utilized, if selected to provide services based on their approved technical certification(s) required for the project.

To satisfy the requirements for Step 2 - Proposal Evaluation and Recommendation for Award, please attest that:

I understand that my company will be deemed non-compliant and not eligible to be considered for an award if I fail to (1) submit this Certificate of Assurance with my proposal documents, or (2) complete the Utilization Plan listing all certified Miami-Dade County SBEs to be subcontracted to satisfy the project's established SBE measure(s) via the County's Business Management Workforce System ("BMWS"), within the specified time frame, upon email notification from Small Business Development ("SBD") or BMWS. Each SBE-A/E sub-consultant listed on the Letter of Qualifications or Form 8DB, as applicable, must confirm their sub-contractual relationship (i.e., work to be performed, and the value or percentage of said work) in the Utilization Plan via BMWS, for approval by SBD.

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

BEFORE ME, an officer duly authorized to administer oaths and take acknowledgement, personally appeared Andrew Kacer, PE, who being first sworn deposes and affirms that the provided information statements are true and correct to the best of his/her knowledge information and belief.

Andrew Kacer

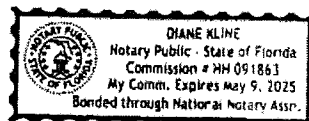
Proposer's Signature (Owner/Officer)

SWORN TO and subscribed before me this 8 day of December, 2021

Diane Kline

Signature of Notary Public-State of Florida

My Commission Expires:



Revised 10/19

Contract No. E21-MDAD-01

MDC119

Utilization Plan Summary

ORG **Miami-Dade County**

ANIZ

ATIO

N

PRO **E21-MDAD-01: Pavement Management Program**

POS

AL

REFE **Pavement Management Program**

REN

CE

PHA **Original, version 0**

SE

STAT  **Approved**

US

NOT **1/31/2022 by Robert Parson**

IFIC

ATIO

N

DAT

E

DUE **2/7/2022 5:00 pm US/Eastern**

DAT

E

SUB **2/4/2022 by Mark Minnery**

MISS

ION

DAT

E

REVI **2/7/2022 by Robert Parson**

EW

DAT

E

REVI **This UP is approved with BND Engineers, Inc meeting the 15% SBE-A/E measure.**

EWE

R

COM

MEN

TS

ASSI

GNE

D

Contract No. E21-MDAD-01

MDC120

CON
TAC
T

Andy Kacer (Orlando, FL)



The assigned contact person will receive all related notices; any user in this account will be able to view, edit, and submit the utilization plan.

APPENDIX 5

FEDERAL AVIATION ADMINISTRATION (FAA) PROVISIONS

FEDERAL AVIATION ADMINISTRATION (FAA) PROVISIONS

Compliance with Nondiscrimination Requirements

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

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

- a) Withholding payments to the Consultant under the contract until the Consultant complies; and/or

Page 1 of 4

- b) Cancelling, terminating, or suspending a contract, in whole or in part.
6. Incorporation of Provisions: The Consultant will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, Required Contract Provisions Issued on January 29, 2016, Page 19 AIP Grants and Obligated Sponsors Airports (ARP) unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Consultant will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Consultant becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Consultant may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the Consultant may request the United States to enter into the litigation to protect the interests of the United States.
7. During the performance of this contract, the Consultant, for itself, its assignees, and successors in interest (hereinafter referred to as the "Consultant") agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:
- a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
 - b) 49 CFR part 21 (Non-discrimination in Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
 - c) The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
 - d) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
 - e) The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
 - f) Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
 - g) The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation

Page 2 of 4

Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and consultants, whether such programs or activities are Federally funded or not);

- h) Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- i) The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123 (prohibits discrimination on the basis of race, color, national origin, and sex);
- j) Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- k) Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- l) Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.

The Consultant has full responsibility to monitor compliance to the referenced statute or regulation. The Consultant must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as

if given in full text. Consultant must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Consultant retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Consultant must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

CERTIFICATE OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/17/2022

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

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

PRODUCER Marsh Risk & Insurance Services CA License #0437153 633 W. Fifth Street, Suite 1200 Los Angeles, CA 90071 Attn: LosAngeles.CertRequest@Marsh.Com CN101348564-STND-GAUE-22-23		CONTACT NAME: Marsh Risk & Insurance Services PHONE (A/C, No, Ext): 213-346-5000 E-MAIL ADDRESS: LosAngeles.CertRequest@marsh.com FAX (A/C, No):	
05 2023		INSURER(S) AFFORDING COVERAGE	
INSURED AECOM AECOM Technical Services, Inc. 2 Alhambra Plaza, Suite 900 Coral Gables, FL 33134		NAIC #	
		INSURER A : ACE American Insurance Company 22667	
		INSURER B : N/A N/A	
		INSURER C : Illinois Union Insurance Co 27960	
		INSURER D : SEE ACORD 101	
		INSURER E :	
		INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

LOS-002592325-01

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:			HDO G72489974	04/01/2022	04/01/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY ☐ AUTOS ONLY			ISA H25564959	04/01/2022	04/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	SEE ACORD 101	04/01/2022	04/01/2023	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	ARCHITECTS & ENG. PROFESSIONAL LIAB.			EON G21654693 005 "CLAIMS MADE"	04/01/2022	04/01/2023	Per Claim/Agg 1,000,000 Defense Included

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

RE: AECOM Project No: 04171258.1000. Professional Services Agreement for Pavement Management Program For Miami-Dade Aviation Department Contract No. E21

Miami-Dade County is named as additional insured for GL & AL coverages, but only as respects work performed by or on behalf of the named insured and where required by written contract. Contractual Liability is included in the General Liability coverage.

CERTIFICATE HOLDER

CANCELLATION

Miami-Dade County - ISD Strategic Procurement Division 111 NW 1st Street, 13th Floor Miami, FL 33128	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Marsh Risk & Insurance Services</i>
---	---

© 1988-2016 ACORD CORPORATION. All rights reserved.

AGENCY CUSTOMER ID: CN101348564

LOC #: Los Angeles



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Marsh Risk & Insurance Services		NAMED INSURED AECOM AECOM Technical Services, Inc. 2 Alhambra Plaza, Suite 900 Coral Gables, FL 33134
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Workers Compensation/Employer Liability cont.

Policy Number	Insurer	States Covered
WLR C68926361	Indemnity Insurance Company of North America - NAIC # 43575	AOS, Including California
WLR C68926324	ACE American Insurance Company - NAIC # 22667	MA
SCF C68926440	ACE Fire Underwriters Insurance Company - NAIC # 20702	WI Retro

Hudson 5/18/22