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

Memorandum

MIAMI-DADE COUNTY

Date: April 4, 2023

To: Honorable Chairman Oliver G. Gilbert, III
and Members, Board of County Commissioners

Agenda Item No. 8(A)(2)

From: Daniella Levine Cava
Mayor

Daniella Levine Cava

Resolution No. R-274-23

Subject: Contract Award Recommendation for a Professional Services Agreement - Contract No: E20-MDAD-02B1 to EXP U.S. Services, Inc.

EXECUTIVE SUMMARY

This agenda item seeks authorization from the Board of County Commissioners (Board) to enter into a five (5) year Professional Services Agreement (PSA) with EXP U.S. Services, Inc. (EXP) entitled: "Professional Services Agreement for General Mechanical, Electrical, Plumbing (MEP) Engineering & Design Services for Miami-Dade Aviation Department, Contract No. E20-MDAD-02B1". The scope of services will provide professional general mechanical, electrical and plumbing (MEP) engineering and design services to the Aviation Department (MDAD), including but not limited to the renovation and improvement of mechanical, electrical, plumbing, and fire suppression systems at all MDAD facilities, which requires specialties such as paging systems as well as evaluations of air conditioning mechanical rooms.

This is one of three award recommendations for the provision of identical MEP services. Because the assigned contract measure for the Small Business Enterprise-Architectural/Engineering (SBE-A/E) goal differs on one of the three award recommendations, this award recommendation was advertised under a separate solicitation (Project No. E20-MDAD-02B) as well as the award recommendation to Stantec Consulting Services, Inc., each award recommendation was advertised with a fifteen percent (15%) SBE A/E measure. The award recommendation to SDM Consulting Engineers, Inc. was advertised concurrently under Project No. E20-MDAD-02A with a Tier 3 Set-Aside SBE-A/E measure. A one percent (1.00%) SBE – Service goal was assigned to all three PSA's which have been placed on today's agenda as companion items.

RECOMMENDATION

This recommendation for award for PSA Contract Number E20-MDAD-02B1 between EXP, an Architectural/Engineering (A/E) firm, and Miami-Dade County is recommended for approval with a term of five-years and a total compensation amount not to exceed $5,513,750, which includes a contingency allowance amount of $500,000 and an Inspector General Fee amount of $13,750. This award recommendation was prepared by the Aviation Department.

SCOPE

The impact of this agenda item is countywide as it involves the County's airport system. MEP professional services will be provided on an as-need basis at the following County airport facilities: Miami International Airport (MIA), Miami-Opa Locka Executive Airport (OPF), Miami Homestead General Aviation Airport (X51), Miami Executive Airport (TMB), and Dade Collier Training and Transition Airport (TNT).

BACKGROUND

EXP will provide the professional engineering services to renovate and improve MDAD's mechanical, electrical, plumbing and fire suppression systems at all MDAD facilities throughout the County's airport system.

The work authorized by this PSA will begin only after a service order is issued to EXP by the Aviation Department. Work will continue based upon the issuance of subsequent service orders. Each service order shall specify the scope of work including the deliverables, the time of completion, and the total compensation amount for the services authorized.

The five-year term of this PSA becomes effective upon the execution of the agreement by all parties, the term shall remain effective until all services are completed or until those service orders in force at the end of the term have been completed or accepted, whichever may be later.

FISCAL IMPACT/FUNDING SOURCE

FUNDING SOURCE:	**SOURCE**	**PROJECT NUM**	**SITE #**	**AMOUNT**
	Future Financing	2000001317	N/A	$1,000,000
	Future Financing	2000001041	N/A	$4,513,750
		TOTAL		**$5,513,750**

(See Attachment A: Adopted Budget and Multi-Year Capital Plan FY 2022-23, Volume 3 Pages 167 and 172)

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

PROJECT TECHNICAL CERTIFICATION REQUIREMENTS:	**TYPE**	**CODE**	**DESCRIPTION**
	Prime	4.01	Aviation Systems – Engineering
	Other	12.00	General Mechanical Engineering
		13.00	General Electrical Engineering
		17.00	Engineering Construction Management

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. Deliverables involve technical services that include opportunities for achieving LEED or sustainable measures.

SEA LEVEL RISE (ORD. NO. 14-79): The impacts of sea level rise will be considered as part of the design.

NTPC'S DOWNLOADED: 80

PROPOSALS RECEIVED: 2

TOTAL CONTRACT PERIOD: Five (5) Years

CONTINGENCY PERIOD: Not applicable

IG FEE INCLUDED: Yes

ART IN PUBLIC PLACES (AIPP): The applicability of AIPP will be reviewed during each service order issued under this agreement.

BASE ESTIMATE: $5,000,000

BASE CONTRACT AMOUNT: $5,000,000

CONTINGENCY ALLOWANCE (SECTION 2-8.1 MIAMI DADE COUNTY CODE):

TYPE	PERCENT	AMOUNT	COMMENT
PSA	10%	$500,000	

IG FEE (ORDINANCE NO. 97-215): $13,750

TOTAL AMOUNT: $5,513,750

DELEGATED AUTHORITY

Pursuant to the provisions of Section 2-285 of the Miami-Dade County Code, the County Mayor or County Mayor's designee is authorized to exercise the provisions thereof, including the authority to execute and terminate Contract No. E20-MDAD-02B1.

TRACK RECORD/MONITOR

SBD HISTORY OF VIOLATIONS: None

EXPLANATION: The Request to Advertise (RTA) was filed with Clerk of the Board on November 12, 2021. A total of seven (7) proposals were received on December 15, 2021.

On February 28, 2022, the Internal Services Small Business Development (SBD) Division deemed all of the proposals compliant with the contract measure established for this project.

(See Attachment B: SBD Project Worksheet and Compliance)

On June 30, 2022, at the First-Tier meeting, the Competitive Selection Committee (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. The CSC elected by majority vote to invite all seven (7) proposers to advance to Second Tier phase.

This project experienced significant delays due to appointed CSC committee members retiring and having health issues. There were three substitutions of committee members on the following dates, March 15, 2022, April 15, 2022, and June 3, 2022. Moreover, after the First-Tier meeting was held, Resolution No. R-62-22 was adopted by the Board and became effective on July 11, 2022. The Resolution amended Implementing Order No. 3-34 to require that CSCs consider all reports and findings issued by the Office of Inspector General (OIG) and the Office of Commission on Ethics and Public Trust (COE) while scoring and ranking the vendors in accordance with the applicable criteria identified in the solicitation.

On August 30, 2022, the CSC received the OIG and COE reports and findings. On September 21, 2022, the CSC reconvened the First Tier meeting to review the scores and rankings of the vendors based on the OIG and COE reports and findings. No revisions to the original scores and rankings were recommended.

By majority vote, the CSC decided to forego Second-Tier proceedings and recommended the number two ranked firm (EXP) for negotiation of this PSA. See Table A on the next page.

Table A.

Firm	Total Adjusted Qualitative Points	Total Adjusted Ordinal Score	Final Ranking
Stantec Consulting Services	265	7	1
EXP U.S. Services	260	10	2
SGM Engineering, Inc.	253	11	3
SDM Consulting Engineers, Inc.	255	12	4
STV Incorporated	250	12	5
Burns & McDonnell Engineering Co. Inc.	248	15	6
A.D.A. Engineering Inc.	250	16	7

The Negotiation Committee was approved by the County Mayor's designee on October 5, 2022. (See Attachment C: Negotiation Authorization, List of Respondents and Tabulation Sheets).

The Negotiation Committee negotiated with the top 2 firms. Negotiations with the second highest ranked firm (EXP) were held on November 15, 2022. The Negotiation Committee reached a consensus to finalize negotiations on December 22, 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: SBD database, convicted vendors, debarred vendors, delinquent contractors, suspended vendors, and federal excluded parties list.

There are three evaluations for work performed for the County by EXP in the Capital Improvements Information System (CIIS) database with an average rating of 3.9, which is indicative of superior performance. (See Attachment D: Contractor Evaluations Report)

Based on the above, it is recommended that this PSA be awarded in an amount not to exceed $5,513,750 to EXP.

SUBMITTAL DATE: December 15, 2021

ESTIMATED NOTICE TO PROCEED:	March 2023
PRIME CONSULTANT:	EXP US Services, Inc.
COMPANY PRINCIPAL:	Marcos Souza
COMPANY QUALIFIERS:	Marcos Souza
COMPANY EMAIL ADDRESS:	Marcos.Souza@exp.com
COMPANY STREET ADDRESS:	201 Alhambra Plaza, Suite 800
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, EXP has held 16 contracts as Prime Contractor in the last three years with a total value of $19,213,586. Additionally, EXP has held a total of 17 contracts as Prime Contractor from October 2019- current date with a total value of $19,228.586. (See Attachment E: A/E Firm History Report).
SUBCONSULTANTS:	Assurance Consulting Engineers, LLC Gartek Engineering Corporation Blue Digital Corporation
MINIMUM QUALIFICATIONS:	No
EXCEED LEGAL REQUIREMENTS:	No
REVIEW COMMITTEE:	**MEETING DATE:** July 27, 2021 **SIGNOFF DATE:** August 3, 2021
APPLICABLE WAGES (RESO NO. R-54-10):	No

REVIEW COMMITTEE ASSIGNED CONTRACT MEASURES:	TYPE	GOAL	ESTIMATED VALUE	COMMENT
	A&E	15.00%	$827,062.50	
	Services	1.00%	$ 55,137.50	

MANDATORY CLEARING HOUSE: N/A

CONTRACT MANAGER NAME/ PHONE / EMAIL:	Sylvia Novela	305-876-7048	snovela@flymia.com
PROJECT MANAGER NAME / PHONE / EMAIL:	Felix Pereira	305-876-1622	FPereira@flymia.com

Signature Page

Contract No: E20-MDAD-02B1
to EXP US Services, Inc.

BUDGET APPROVAL FUNDS AVAILABLE:	**OFFICE OF MANAGEMENT AND BUDGET (OMB) DIRECTOR**	1/31/2023 **DATE**
APPROVED AS TO LEGAL SUFFICIENCY:	**COUNTY ATTORNEY**	1-30-23 **DATE**
	COUNTY MAYOR OR DESIGNEE	2-13-23 **DATE**
CLERK DATE	**DATE**	

Attachment A

FY 2022-23 Adopted Budget and Multi-Year Capital Plan, Volume 3, Pages: 167 & 172

FY 2022 - 23 Adopted Budget and Multi-Year Capital Plan

MIAMI INTERNATIONAL AIRPORT (MIA) - CENTRAL BASE APRON AND UTILITIES SUBPROGRAM **PROGRAM #: 2000000093**

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

LOCATION: Miami International Airport
Unincorporated Miami-Dade County

District Located: 6
District(s) Served: Countywide

REVENUE SCHEDULE:	PRIOR	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28	FUTURE	TOTAL
Aviation 2021 Commercial Paper	0	6,636	0	0	0	0	0	0	6,636
Aviation Revenue Bonds	8,537	6,463	0	0	0	0	0	0	15,000
FDOT Funds	6,287	2,757	0	0	0	0	0	0	9,044
Federal Aviation Administration	35,473	15,260	1,168	0	0	0	0	0	51,901
Future Financing	0	0	25,902	0	0	0	0	0	25,902
TOTAL REVENUES:	**50,297**	**31,116**	**27,070**	**0**	**0**	**0**	**0**	**0**	**108,483**
EXPENDITURE SCHEDULE:	**PRIOR**	**2022-23**	**2023-24**	**2024-25**	**2025-26**	**2026-27**	**2027-28**	**FUTURE**	**TOTAL**
Construction	46,326	30,490	26,724	0	0	0	0	0	103,540
Planning and Design	3,971	626	346	0	0	0	0	0	4,943
TOTAL EXPENDITURES:	**50,297**	**31,116**	**27,070**	**0**	**0**	**0**	**0**	**0**	**108,483**

MIAMI INTERNATIONAL AIRPORT (MIA) - CENTRAL TERMINAL SUBPROGRAM **PROGRAM #: 2000001041**

DESCRIPTION: Redevelop Concourse E to Concourse F connector; redevelop Concourse F infill for a new secure concession and circulations; improve ticket lobby and raise lobby roof; improve vertical circulation; consolidate Security Screening Check Point for concourse E and Concourse F; replace terminal entrance doors; implement Phase 2 of lower Concourse E Federal Inspection Services; and renovate MIA central terminal façade and curbside

LOCATION: Miami International Airport
Unincorporated Miami-Dade County

District Located: 6
District(s) Served: Countywide

REVENUE SCHEDULE:	PRIOR	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28	FUTURE	TOTAL
Aviation 2021 Commercial Paper	14,203	11,340	0	0	0	0	0	0	25,543
Aviation Revenue Bonds	2,440	0	0	0	0	0	0	0	2,440
FDOT Funds	0	0	0	1,322	6,770	458	736	4,369	13,655
Future Financing	0	0	34,345	13,183	26,780	27,017	90,439	1,584,560	1,776,324
Reserve Maintenance Fund	106	0	0	0	0	0	0	0	106
TOTAL REVENUES:	**16,749**	**11,340**	**34,345**	**14,505**	**33,550**	**27,475**	**91,175**	**1,588,929**	**1,818,068**
EXPENDITURE SCHEDULE:	**PRIOR**	**2022-23**	**2023-24**	**2024-25**	**2025-26**	**2026-27**	**2027-28**	**FUTURE**	**TOTAL**
Construction	13,998	11,340	29,597	4,703	11,771	8,737	72,929	1,534,683	1,687,758
Planning and Design	2,751	0	4,748	9,802	21,779	18,738	18,246	54,246	130,310
TOTAL EXPENDITURES:	**16,749**	**11,340**	**34,345**	**14,505**	**33,550**	**27,475**	**91,175**	**1,588,929**	**1,818,068**

FY 2022 - 23 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; the replacement of IT equipment; and miscellaneous environmental and paving rehabilitation projects

LOCATION: Miami International Airport
Unincorporated Miami-Dade County

District Located: 6
District(s) Served: Countywide

REVENUE SCHEDULE:	PRIOR	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28	FUTURE	TOTAL
FDOT Funds	1,880	0	0	0	0	0	0	0	1,880
Reserve Maintenance Fund	29,634	90,000	25,000	25,000	25,000	25,000	25,000	0	244,634
TOTAL REVENUES:	**31,514**	**90,000**	**25,000**	**25,000**	**25,000**	**25,000**	**25,000**	**0**	**246,514**
EXPENDITURE SCHEDULE:	**PRIOR**	**2022-23**	**2023-24**	**2024-25**	**2025-26**	**2026-27**	**2027-28**	**FUTURE**	**TOTAL**
Construction	28,615	73,838	22,566	22,571	22,500	22,500	22,500	0	215,090
Planning and Design	2,899	16,162	2,434	2,429	2,500	2,500	2,500	0	31,424
TOTAL EXPENDITURES:	**31,514**	**90,000**	**25,000**	**25,000**	**25,000**	**25,000**	**25,000**	**0**	**246,514**

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
Unincorporated Miami-Dade County

District Located: 6
District(s) Served: Countywide

REVENUE SCHEDULE:	PRIOR	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28	FUTURE	TOTAL
Aviation 2021 Commercial Paper	0	2,696	0	0	0	0	0	0	2,696
Aviation Revenue Bonds	5,346	4,165	0	0	0	0	0	0	9,511
FDOT Funds	0	1,694	4,779	2,019	48	421	1,360	3,179	13,500
Federal Aviation Administration	0	539	1,436	977	287	953	0	0	4,192
Future Financing	0	7,301	31,731	17,767	38,025	87,926	145,992	110,710	439,452
TOTAL REVENUES:	**5,346**	**16,395**	**37,946**	**20,763**	**38,360**	**89,300**	**147,352**	**113,889**	**469,351**
EXPENDITURE SCHEDULE:	**PRIOR**	**2022-23**	**2023-24**	**2024-25**	**2025-26**	**2026-27**	**2027-28**	**FUTURE**	**TOTAL**
Construction	2,601	12,568	26,985	13,400	37,794	89,300	147,352	113,889	443,889
Planning and Design	2,745	3,827	10,961	7,363	566	0	0	0	25,462
TOTAL EXPENDITURES:	**5,346**	**16,395**	**37,946**	**20,763**	**38,360**	**89,300**	**147,352**	**113,889**	**469,351**

Attachment B

SBD Project Worksheet and Compliance Review

Small Business Development Division

Project Worksheet

Project/Contract Title:	**General MEP Engineering & Design Services**	**Received Date:**	**10/14/2020**
		Resubmittal:	**7/27/2021**
Project/Contract No:	**E20-MDAD-02B**	**Funding Source:**	**Future Financing**
Department:	**Aviation**		
Estimated Cost of Project/Bid:	**$10,000,000.00**		
Description of Project/Bid:	**The scope of services to be provided the selected A/E firm includes, but is not limited to renovations and improvements of mechanical, electrical, plumbing and fire suppression systems terminal wide. These are multiple projects and require specialties such as paging systems, as well as evaluations of air conditioning mechanical rooms.**		

Contract Measures Recommendation

Measure	Program	Goal Percent
Goal	SBE - A&E	15.00%
Goal	SBE - Services	1.00%

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) 12.00- General Mechanical Engineering – 5.00%, 13.00-General Electrical Engineering – 5.00% and 17.00-Engineering Construction Management – 5.00%

SMALL BUSINESS ENTERPRISE SERVICES (SBE-Services)
An analysis of the factors contained in section VIII. B. of Implementing Order 3-41 & Ordinance 6-109 indicates that a 1.00% is appropriate for the services portion of this contract in NIGP Commodity Code, 61500 - Office Supplies, General at 1.00%.

This contract will consist of two (2) PSA of five million dollars $5,000,000 each; the term of each agreement will be five (5) years.

NIGP 61500 OFFICE SUPPLIES, GENERAL, MDC-TCC 12 GENERAL MECHANICAL ENGINEERING, MDC-TCC 13 GENERAL ELECTRICAL ENGINNERING, MDC-TCC 17 ENGINEERING CONSTRUCTION MANAGEMENT, MDC-TCC 04-01 ENGINEERING DESIGN

Small Business Contract Measure Recommendation

Subtrade	Category
General Mechanical Engineering	SBE - A&E
General Electrical Engineering	SBE - A&E
Engineering Construction Management	SBE - A&E
Office Supplies, General	SBE - Services

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

Daniella Levine Cava

County Mayor (Aviation Only)

8/3/21

Date

Memorandum

DATE: February 28, 2022

TO: Namita Uppal, Chief Procurement Officer
Internal Services Department

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

SUBJECT: Compliance Review
General Mechanical, Electrical, Plumbing (MEP) Engineering & Design Services
Project # E20-MDAD-02B

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 Program for Architectural and Engineering Services (SBE-A&E) and the Small Business Enterprise- Goods & Services Program (SBE-G&S). The contract measures established for this project is a 15% SBE-A&E sub-consultant goal, and a 1% SBE-Goods & Service sub-contractor goal.

The Strategic Procurement Division of the Internal Services Department (ISD) has submitted a proposal that included a Certificate of Asuurance (COA) from A&E Firms: STV Incorporated, SDM Consulting Engineering, Inc., EXP US Services, Inc., SGM Engineerimng, Inc., Burns & McDonnell Engineering Company, Inc., Stantec Consulting Services, Inc., and A.D.A Engineering, Inc., for compliance review. The following is the pre-award compliance status summary.

FIRM:	STATUS:
1. STV Incorporated	Compliant
2. SDM Consulting Engineering, Inc.	Compliant
3. EXP US Services, Inc.	Compliant
4. SGM Engineerimng, Inc.	Compliant
5. Burns & McDonnell Engineering Company, Inc.	Compliant
6. Stantec Consulting Services, Inc.	Compliant
7. A.D.A. Engineering, Inc.	Compliant

SUMMARY:

STV Incorporated, (1) a non-certified SBE-A&E firm committed to utilize the following certified SBE-A&E firm: Maqueira Engineering Consultants, Inc., to perform TCC's 12 (General Mechanical Engineering) 13 (General Electrical Engineering) and 17 (Engineering Construction Management) at 15%.

STV Incorporated, also committed to utilize Blue Digital, Corp., a certified SBE-G&S firm to provide (NIGP) category, 96600 (Printing, Typesetting and Mounting) at 1%.

The Utilization Plan (UP) was submitted by STV Incorporated and confirmed by the sub-consultant and sub-contractor listed to achieve the SBE-A&E goal of 15% and SBE-G&S goal of 1%. The sub-consultant and sub-contractor confirmed their participation via BMWS in agreement with the measure. STV Incorporated has satisfied the contract's 15% SBE-A&E sub-consultant goal and SBE-G&S sub-contractor goal of 1%. STV Incorporated is in compliance with the overall Small Business measure established for this contract.

SDM Consulting Engineers, Inc., (2) a certified SBE-A&E firm committed to utilize the following certified SBE-A&E firm: 300 Engineering Group, P.A., to perform TCC 17 (Engineering Construction Management) at 25%.

SDM Consulting Engineers, Inc., also committed to utilize Go Green Document Solutions, Inc., a certified SBE-G&S firm to provide (NIGP) category, 95620 (Copying and Reproduction Services) at 1%.

The Utilization Plan (UP) was submitted by SDM Consulting Engineers, Inc., and confirmed by the sub-consultant and sub-contractor listed to achieve the SBE-A&E goal of 25% and SBE-G&S goal of 1%. The sub-consultant and sub-contractor confirmed their participation via BMWS in agreement with the measure. SDM Consulting Engineers, Inc., has satisfied the contract's 15% SBE-A&E sub-consultant goal and SBE-G&S sub-contractor goal of 1%. SDM Consulting Engineers, Inc., is in compliance with the overall Small Business measure established for this contract.

EXP US Services, Inc., (3) a non-certified SBE-A&E firm committed to utilize the following certified SBE-A&E firms: Assurance Consulting Engineers, LLC., to perform TCC's 11 (Structural Engineering) 17 (Engineering Construction Management) at 3% and Gartek Engineering Corporation to perform TCC's 12 (General Mechanical Engineering) and 13 (General Electrical Engineering) at 12%.

EXP US Services, Inc., also committed to utilize Blue Digital Corporation, a certified SBE-G&S firm to provide (NIGP) category, 96600 (Printing, Typesetting and Mounting) at 1%.

The Utilization Plan (UP) was submitted by EXP US Services, Inc., and confirmed by the sub-consultant and sub-contractor listed to achieve the SBE-A&E goal of 15% and SBE-G&S goal of 1%. The sub-consultant and sub-contractor confirmed their participation via BMWS in agreement with the measure. EXP US Services, Inc., has satisfied the contract's 15% SBE-A&E sub-consultant goal and SBE-G&S sub-contractor goal of 1%. EXP US Services, Inc., is in compliance with the overall Small Business measure established for this contract.

SGM Engineering, Inc., (4) a non-certified SBE-A&E firm committed to utilize the following certified SBE-A&E firm: Gurri Matute, P.A., to perform TCC 4-02 (Architectural Design) at 15%.

SGM Engineering, Inc., also committed to utilize Global Construction Estimating, Corp., a certified SBE-G&S firm to provide (NIGP) category, 91119 (Cost Estimating) at 1%.

The Utilization Plan (UP) was submitted by SGM Engineering, Inc., and confirmed by the sub-consultant and sub-contractors listed to achieve the SBE-A&E goal of 15% and SBE-G&S goal of 1%. The sub-consultant and sub-contractors confirmed their participation via BMWS in agreement with the measure. SGM Engineering, Inc., has satisfied the contract's 15% SBE-A&E sub-consultant goal and SBE-G&S sub-contractor goal of 1%. SGM Engineering, Inc., is in compliance with the overall Small Business measure established for this contract.

Burns & McDonnell Engineering Co, Inc., (5) a non-certified SBE-A&E firm committed to utilize the following certified SBE-A&E firms: Hammond & Associates, Inc., to perform TCC 4-01 (Engineering Design) at 10%, Initial Engineers, P.A. to perform TCC 4-01 (Engineering Design) at 5%, and Louis J. Aguirre & Associates to perform TCC 4-01 (Engineering Design) at 15%.

Burns & McDonnell Engineering Co, Inc., also committed to utilize Go Green Document Solutions, Inc., a certified SBE-G&S firm to provide (NIGP) category, 95620 (Copying) at 1%.

The Utilization Plan (UP) was submitted by SGM Engineering, Inc., and confirmed by the sub-consultant and sub-contractors listed to achieve the SBE-A&E goal of 30% and SBE-G&S goal of 1%. The sub-consultant and sub-contractors confirmed their participation via BMWS in agreement with the measure. Burns & McDonnell Engineering Co, Inc., has satisfied the contract's 15% SBE-A&E sub-consultant goal and SBE-G&S sub-contractor

goal of 1%. Burns & McDonnell Engineering Co, Inc., is in compliance with the overall Small Business measure established for this contract.

Stantec Consulting Services, Inc., (6) a non-certified SBE-A&E firm committing to utilize the following certified SBE-A&E firm: Fraga Engineers, LLC to perform TCC's 12 (Mechanical Engineering), 13 (General Electrical Engineering) and 17 (Engineering Construction Management) at 15%.

Stantec Consulting Services, Inc., also committed to utilize 3FM Engineering, Inc., a certified SBE-G&S firm to provide (NIGP) category, 91800 (Consulting Services) at 1%.

The Utilization Plan (UP) was submitted by SGM Engineering, Inc., and confirmed by the sub-consultant and sub-contractors listed to achieve the SBE-A&E goal of 15% and SBE-G&S goal of 1%. The sub-consultant and sub-contractors confirmed their participation via BMWS in agreement with the measure. Stantec Consulting Services, Inc., has satisfied the contract's 15% SBE-A&E sub-consultant goal and SBE-G&S sub-contractor goal of 1%. Stantec Consulting Services, Inc., is in compliance with the overall Small Business measure established for this contract.

A.D.A Engineering, Inc., (7) a certified SBE-A&E firm is committing to self-perform TCC's TCC 4-01 (Engineering Design), 12 (General Mechanical Engineering), 13 (General Electrical Engineering), 16 (General Civil Engineering) and 17 (Engineering Construction Management) at 100%.

A.D.A Engineering, Inc., also committed to utilize Youssef Hachem Consulting Engineering, Inc., a certified SBE-G&S firm to provide (NGIP) category, 91119 (Cost Estimating) at 1%.

The Utilization Plan (UP) was submitted by SGM Engineering, Inc., and confirmed by the sub-consultant and sub-contractors listed to achieve the SBE-A&E goal of 15% and SBE-G&S goal of 1%. The sub-consultant and sub-contractors confirmed their participation via BMWS in agreement with the measure. A.D.A Engineering, Inc., has satisfied the contract's 15% SBE-A&E sub-consultant goal and SBE-G&S sub-contractor goal of 1%. A.D.A Engineering, Inc., is in compliance with the overall Small Business measure established for this contract.

SBD has verified that none of the aforementioned firms are listed on the Goal Deficit Make-Up report as of February 23, 2022. Also, a review of the History of Violations Report February 28, 2022, indicates that none of the aforementioned firms have an open violation.

Please be advised that SBD's review is for compliance with the SBE-A&E program only. The Strategic Procurement Division of the Internal Services Department (ISD) is responsible for any other issues that may exist. Should you have any questions or need any additional information, please do not hesitate to call Robert Parson, SBD Contract Compliance Officer 2 at (305) 375-3182.

c: L. Johnson, SBD
A. Gonzalez, ISD

Attachment C

Negotiation Authorization, List of Respondents and Tabulation Sheets

FILED FOR RECORD
2022 OCT 13 AM 6:15

Memorandum

MIAMI-DADE COUNTY

Date: October 5, 2022

To: Namita Uppal, C.P.M., Deputy Director and Chief Procurement Officer
Internal Services Department

Through: Lydia Osborne, Ph.D., C.P.P.O, C.P.P.B., NIGP-CPP
Strategic Procurement Division Director
Internal Services Department *Lydia Osborne*

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

Subject: NEGOTIATION AUTHORIZATION
Miami-Dade Aviation Department
General Mechanical, Electrical, Plumbing (MEP) Engineering & Design Services
ISD Project No. E20-MDAD-02B

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

ISD Project No.: E20-MDAD-02B

Project Title: General Mechanical, Electrical, Plumbing (MEP) Engineering & Design Services

Scope of Services Summary: The scope of services to be provided by the selected A/E firm includes, but is not limited to, renovations and improvements of mechanical, electrical, plumbing and fire suppression systems at all Miami-Dade Aviation Department (MDAD) Facilities. These are multiple projects and require specialties such as paging systems, as well as evaluations of air conditioning mechanical rooms.

Term and Estimated Cost of Contract: The County intends to retain two (2) qualified consultants/teams for two (2) non-exclusive Professional Services Agreements (PSA) each with an effective term of five (5) years. Each PSA has a total maximum compensation of five million dollars ($5,000,000.00), exclusive of a ten percent (10%) contingency in accordance with Ordinance 00-65 and an Inspector General Fee in accordance with Ordinance 97-215.

Participation Restrictions: Prime Consultants awarded under ISD Contract No. A18-MDAD-01A and A18-MDAD-01B are precluded from submitting a proposal under ISD Project No. E20-MDAD-02B.

Small Business Enterprise Goal: On August 3, 2021, the Internal Services Department's Small Business Development Division established a 15.00% Small Business Enterprise – Architectural and Engineering Goal and a 1.00% Small Business Enterprise - Services Goal for this project.

Advertisement Date: November 12, 2021

Number of Proposal(s) Received: Seven (7) proposals were received by the submittal deadline of December 15, 2021.

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

Small Business Enterprise Compliance Review: All proposals reviewed were deemed in compliance. Please refer to the attached Compliance Review Memorandum dated February 28, 2022.

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 June 30, 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, all ties were broken using the standard tie-breaking procedure, as described in Section 3.3, Proposal Evaluation, of the Notice to Professional Consultants. Please refer to the attached First Tier Tabulation Sheet.

Special Circumstances: After the First Tier meeting was held, County Resolution No. R-62-22 became effective on July 11, 2022, which amended Implementing Order 3-34 to require that Competitive Selection Committees consider all reports and findings of the Office of the Inspection General (OIG) and the Office of the Commission on Ethics and Public Trust (COE) regarding any Proposer and their proposed subcontractor(s) while scoring in accordance with the applicable criteria identified in the solicitation. In the interest of adhering to the revised legislation, ISD provided all available OIG and COE reports to the Competitive Selection Committee on August 30, 2022 and reconvened the Competitive Selection Committee. Reconvening allowed the Competitive Selection Committee to consider whether such reports would impact their scores.

Reconvened First Tier Results: The First Tier meeting was reconvened on September 21, 2022. ISD explained the reason for reconvening and County Resolution R-62-22 to the Competitive Selection Committee. ISD staff responded to their questions on the matter. No additional scoring took place during this meeting. All the members of the Competitive Selection Committee determined that such reports and findings did not affect their scoring or ranking. The CSC confirmed the First Tier ranking made during their previous meeting on June 30, 2022. 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:

- Amado Gonzalez, A&E Consultant Selection Coordinator, Non-Voting Chairperson, Internal Services Department
- Kierre Hodges, Architect 2, Miami-Dade Aviation Department
- Maria Barrenechea, Construction Manager 3, Miami-Dade Aviation Department
- Caroline Alfonso, Construction Project Manager, Department of Cultural Affairs

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

RANKING OF RESPONDENTS

STANTEC CONSULTING SERVICES INC
Final Ranking – 1
Total Adjusted Ordinal Score – 7
Total Adjusted Qualitative Points – 265

EXP US SERVICES INC
Final Ranking – 2
Total Adjusted Ordinal Score – 10
Total Adjusted Qualitative Points – 260

The following firms will serve as alternates:

SGM ENGINEERING INC
Final Ranking – 3
Total Adjusted Ordinal Score – 11
Total Adjusted Qualitative Points – 253

SDM CONSULTING ENGINEERS INC
Final Ranking – 4
Total Adjusted Ordinal Score – 12
Total Adjusted Qualitative Points – 255

STV INCORPORATED
Final Ranking – 5
Total Adjusted Ordinal Score – 12
Total Adjusted Qualitative Points – 250

BURNS & MCDONNELL ENGINEERING CO INC
Final Ranking – 6
Total Ordinal Score – 15
Total Qualitative Points – 248

A D A ENGINEERING INC
Final Ranking – 7
Total Ordinal Score – 16
Total Qualitative Points – 250

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

- When negotiations do not commence, or other affirmative action is not taken, within 30 days of the Competitive Selection Committee's recommendation.

- When the County Mayor's or County Mayor's designee's recommendation to award or reject is not made within 90 days from the date of the Competitive Selection Committee's recommendation.

If approved, the Negotiation Committee will proceed with contract negotiations in accordance with Section 2-10.4(6) of the Code of Miami-Dade County, and submit the signed contracts to be presented to the Board of County Commissioners for final approval, no later than 60 days from the date of this memorandum.
If satisfactory agreements cannot be reached within the 60-day period, a report is required to be prepared explaining all issues resulting from the negotiations. If negotiations are proceeding within a reasonable timeframe, then negotiations will continue and the report will be submitted upon completion. The final contracts and report should be sent to the Internal Services Department, Architectural and Engineering Unit.

Approved:

Digitally signed by Namita Uppal
DN: cn=Namita Uppal, o=Miami Dade County, ou=Chief Procurement Officer, email=uppaln@miamidade.gov, c=US
Date: 2022.10.14 15:23:09 -04'00'

Namita Uppal
Deputy Director and Chief Procurement Officer

Date

Attachments:
1. List of Respondents
2. SBD Compliance Review
3. First Tier Tabulation Sheet

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

MIAMI DADE COUNTY
INTERNAL SERVICES DEPARTMENT

LIST OF RESPONDENTS

Project Name: General Mechanical, Electrical, Plumbing (MEP) Engineering & Design Services
Project No.: E20-MDAD-02B
Measures: SBE-AE 15%, SBE-G&S: 1%
No. of Agreements: 2
Contract Type: PROFESSIONAL SERVICES AGREEMENT
Submittal Date: 12/15/2021

Team No.: 1 **Prime Local Preference:** Yes
Prime Name: STV INCORPORATED **FEIN No.:** 131986759
Trade Name:

Sub-Consultants Name	Trade Name	Subs FEIN No.
a. MAQUEIRA ENGINEERING CONSULTANTS INC		651086974
b. BLUE DIGITAL CORP		050528104

Team No.: 2 **Prime Local Preference:** Yes
Prime Name: SDM CONSULTING ENGINEERS INC **FEIN No.:** 592346110
Trade Name:

Sub-Consultants Name	Trade Name	Subs FEIN No.
a. 300 ENGINEERING GROUP PA		562612529
b. GO GREEN DOCUMENT SOLUTIONS INC		274354463

Team No.: 3 **Prime Local Preference:** Yes
Prime Name: EXP US SERVICES INC **FEIN No.:** 460523964
Trade Name:

Sub-Consultants Name	Trade Name	Subs FEIN No.
a. GARTEK ENGINEERING CORPORATION		592032388
b. QUANTUM ELECTRICAL ENGINEERING, INC.		465617301
c. ASSURANCE CONSULTING ENGINEERS, LLC		851456743
d. ROSS & BARUZZINI INC		430787438
e. RS&H INC		592986466
f. DIGITAL BUILDING SERVICES, LLC		812653383
g. BLUE DIGITAL CORP		050528104
h. EBS ENGINEERING INC		650492113
i. V2E GLOBAL		854185545

Team No.: 4 **Prime Local Preference:** Yes
Prime Name: SGM ENGINEERING INC **FEIN No.:** 593101052
Trade Name:

Sub-Consultants Name	Trade Name	Subs FEIN No.
a. GURRI MATUTE PA		651038126
b. MILLER LEGG & ASSOCIATES INC		650563467
c. BLISS & NYITRAY INC		591203311
d. GLOBAL CONSTRUCTION ESTIMATING CORP.		273130045

MIAMI DADE COUNTY
INTERNAL SERVICES DEPARTMENT

LIST OF RESPONDENTS

Project Name: General Mechanical, Electrical, Plumbing (MEP) Engineering & Design Services
Project No.: E20-MDAD-02B
Measures: SBE-AE 15%, SBE-G&S: 1%
No. of Agreements: 2
Contract Type: PROFESSIONAL SERVICES AGREEMENT
Submittal Date: 12/15/2021

Team No.: 5 **Prime Local Preference:** Yes
Prime Name: BURNS & MCDONNELL ENGINEERING CO INC **FEIN No.:** 430956142
Trade Name:

Sub-Consultants Name	Trade Name	Subs FEIN No.
a. JACOBS ENGINEERING GROUP INC		954081636
b. MCFARLAND-JOHNSON, INC.	MCFARLAND JOHNSON	160770183
c. TLC ENGINEERING SOLUTIONS INC		591228645
d. LOUIS J AGUIRRE & ASSOCIATES PA		650164013
e. HAMMOND & ASSOCIATES INC		650083957
f. INITIAL ENGINEERS PA		650705637
g. GO GREEN DOCUMENT SOLUTIONS INC		274354463

Team No.: 6 **Prime Local Preference:** Yes
Prime Name: STANTEC CONSULTING SERVICES INC **FEIN No.:** 112167170
Trade Name:

Sub-Consultants Name	Trade Name	Subs FEIN No.
a. FRAGA ENGINEERS, LLC		204038436
b. 3FM ENGINEERING, INC.		464436733

Team No.: 7 **Prime Local Preference:** Yes
Prime Name: A D A ENGINEERING INC **FEIN No.:** 592064498
Trade Name:

Sub-Consultants Name	Trade Name	Subs FEIN No.
a. YOUSSEF HACHEM CONSULTING ENGINEERING		203225960

MDC025

FIRST - TIER MEETING
JUNE 30, 2022

MIAMI-DADE AVIATION DEPARTMENT (MDAD)
GENERAL MECHANICAL, ELECTRICAL, PLUMBING (MEP) ENGINEERING & DESIGN SERVICES

TABULATION SHEET
ISD PROJECT NO. E20-MDAD-02B

	NAME OF FIRM(S)	COMPETITIVE SELECTION COMMITTEE					SUB-TOTAL	TOTAL & ADJ. QUALITATIVE SCORE	TOTAL ADJ. ORDINAL SCORES	ORDINAL RANKING	FINAL RANK
		Kierre Hodges, MDAD	Maria Barrenechea, MDAD	Rong Zhuge, WASD	Pearle Khadar, WASD	Carolina Alfonso, CUA					
1	STV INCORPORATED (Local)										
	1A - Qualification of firms including team members associated to the project (Max. 50 points)	35	44	42	48	41	210				
	2A - Knowledge and Past Experience of similar type projects (Max. 20 points)	3	17	17	19	15	71				
	3A - Past Performance of the Firms (Max. 20 points)	15	17	16	18	15	81				
	4A - Amount of Work Awarded and Paid by the County (Max. 5 points)	5	3	5	2	5	20				
	5A - Ability of team members to interface with the County (Max 5 points)	5	3	5	4	5	22				
		63	84	85	91	81		404			
	Ordinal Scores	3	4	7	3	5					
	Dropped Ordinal Scores	3		7					12	4	5
	Dropped Qualitative Scores	63			91			250			
	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										
2	SDM CONSULTING ENGINEERS INC (Local)										
	1A - Qualification of firms including team members associated to the project (Max. 50 points)	45	47	45	47	45	229				
	2A - Knowledge and Past Experience of similar type projects (Max. 20 points)	18	15	17	17	18	85				
	3A - Past Performance of the Firms (Max. 20 points)	3	14	17	15	17	66				
	4A - Amount of Work Awarded and Paid by the County (Max. 5 points)	3	3	3	2	4	15				
	5A - Ability of team members to interface with the County (Max 5 points)	5	4	5	4	5	23				
		74	83	87	85	89		418			
	Ordinal Scores	1	5	4	6	3					
	Dropped Ordinal Scores	1			6				12	4	4
	Dropped Qualitative Scores	74				89		255			
	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										

MDC026

FIRST - TIER MEETING
JUNE 30, 2022

MIAMI-DADE AVIATION DEPARTMENT (MDAD)
GENERAL MECHANICAL, ELECTRICAL, PLUMBING (MEP) ENGINEERING & DESIGN SERVICES

TABULATION SHEET
ISD PROJECT NO. E20-MDAD-02B

		COMPETITIVE SELECTION COMMITTEE									
		Kierre Hodges, MDAD	Maria Barrenechea, MDAD	Rong Zhuge, WASD	Pearle Khadar, WASD	Carolina Alfonso, CUA	SUB-TOTAL	TOTAL & ADJ. QUALITATIVE SCORE	TOTAL ADJ. ORDINAL SCORES	ORDINAL RANKING	FINAL RANK
3	EXP US SERVICES INC (Local)										
	1A - Qualification of firms including team members associated to the project (Max. 50 points)	15	45	47	49	39	195				
	2A - Knowledge and Past Experience of similar type projects (Max. 20 points)	15	18	19	19	17	88				
	3A - Past Performance of the Firms (Max. 20 points)	1	18	19	17	16	71				
	4A - Amount of Work Awarded and Paid by the County (Max. 5 points)	2	3	3	4	2	14				
	5A - Ability of team members to interface with the County (Max 5 points)	2	4	5	4	5	20				
		35	88	93	93	79		388			
	Ordinal Scores	6	2	2	2	6					
	Dropped Ordinal Scores	6	2						10	2	2
	Dropped Qualitative Scores	35		93				260			
	Tie-Breaker(CSC Ords)-Criterion 1A,2A,3A,4A,5A, then Total Qual. Points for 1A,2A,3A,4A,5A.										
	Tie-Breaker (Total Ord. Score)-Total Adjusted Qual. Points, then Total Qual. Points for 1A,2A,3A,4A,5A										
4	SGM ENGINEERING INC (Local)										
	1A - Qualification of firms including team members associated to the project (Max. 50 points)	25	44	43	40	46	198				
	2A - Knowledge and Past Experience of similar type projects (Max. 20 points)	5	17	18	16	19	75				
	3A - Past Performance of the Firms (Max. 20 points)	6	17	18	18	18	77				
	4A - Amount of Work Awarded and Paid by the County (Max. 5 points)	1	3	4	3	4	15				
	5A - Ability of team members to interface with the County (Max 5 points)	2	4	5	3	5	19				
		39	85	88	80	92		384			
	Ordinal Scores	5	3	3	7	2					
	Dropped Ordinal Scores				7	2			11	3	3
	Dropped Qualitative Scores	39				92		253			
	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										

MDC027

FIRST - TIER MEETING
JUNE 30, 2022

MIAMI-DADE AVIATION DEPARTMENT (MDAD)
GENERAL MECHANICAL, ELECTRICAL, PLUMBING (MEP) ENGINEERING & DESIGN SERVICES

TABULATION SHEET
ISD PROJECT NO. E20-MDAD-02B

		COMPETITIVE SELECTION COMMITTEE									
		Kierre Hodges, MDAD	Maria Barrenechea, MDAD	Rong Zhuge, WASD	Pearle Khadar, WASD	Carolina Alfonso, CUA	SUB-TOTAL	TOTAL & ADJ. QUALITATIVE SCORE	TOTAL ADJ. ORDINAL SCORES	ORDINAL RANKING	FINAL RANK
5	BURNS & MCDONNELL ENGINEERING CO INC (Local)										
	1A - Qualification of firms including team members associated to the project (Max. 50 points)	35	47	47	46	39	214				
	2A - Knowledge and Past Experience of similar type projects (Max. 20 points)	3	15	20	18	15	71				
	3A - Past Performance of the Firms (Max. 20 points)	15	14	18	20	15	82				
	4A - Amount of Work Awarded and Paid by the County (Max. 5 points)	4	3	3	2	2	14				
	5A - Ability of team members to interface with the County (Max 5 points)	5	4	5	3	5	22				
		62	83	93	89	76		403			
	Ordinal Scores	4	6	1	5	7					
	Dropped Ordinal Scores			1		7			15	6	6
	Dropped Qualitative Scores	62		93				248			
	Tie-Breaker(CSC Ords)-Criterion 1A,2A,3A,4A,5A, then Total Qual. Points for 1A,2A,3A,4A,5A.										
	Tie-Breaker (Total Ord. Score)-Total Adjusted Qual. Points, then Total Qual. Points for 1A,2A,3A,4A,5A										
6	STANTEC CONSULTING SERVICES INC (Local)										
	1A - Qualification of firms including team members associated to the project (Max. 50 points)	45	45	42	48	47	227				
	2A - Knowledge and Past Experience of similar type projects (Max. 20 points)	18	18	17	17	20	90				
	3A - Past Performance of the Firms (Max. 20 points)	3	18	19	19	19	78				
	4A - Amount of Work Awarded and Paid by the County (Max. 5 points)	3	3	3	2	3	14				
	5A - Ability of team members to interface with the County (Max 5 points)	5	4	5	5	5	24				
		74	88	86	91	94		433			
	Ordinal Scores	2	1	6	4	1					
	Dropped Ordinal Scores		1	6					7	1	1
	Dropped Qualitative Scores	74				94		265			
	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										

MDC028

FIRST - TIER MEETING
JUNE 30, 2022

MIAMI-DADE AVIATION DEPARTMENT (MDAD)
GENERAL MECHANICAL, ELECTRICAL, PLUMBING (MEP) ENGINEERING & DESIGN SERVICES

TABULATION SHEET
ISD PROJECT NO. E20-MDAD-02B

		COMPETITIVE SELECTION COMMITTEE									
		Kierre Hodges, MDAD	Maria Barrenechea, MDAD	Rong Zhuge, WASD	Pearle Khadar, WASD	Carolina Alfonso, CUA	SUB-TOTAL	TOTAL & ADJ. QUALITATIVE SCORE	TOTAL ADJ. ORDINAL SCORES	ORDINAL RANKING	FINAL RANK
7	A D A ENGINEERING INC (Local)										
	1A - Qualification of firms including team members associated to the project (Max. 50 points)	15	43	44	48	42	192				
	2A - Knowledge and Past Experience of similar type projects (Max. 20 points)	15	17	16	19	16	83				
	3A - Past Performance of the Firms (Max. 20 points)	1	16	17	20	15	69				
	4A - Amount of Work Awarded and Paid by the County (Max. 5 points)	1	3	4	3	4	15				
	5A - Ability of team members to interface with the County (Max 5 points)	2	3	5	4	5.	19				
		34	82	86	94	82		378			
	Ordinal Scores	7	7	5	1	4					
	Dropped Ordinal Scores	7			1				16	7	7
	Dropped Qualitative Scores	34			94			250			
	Tie-Breaker(CSC Ords)-Criterion 1A,2A,3A,4A,5A, then Total Qual. Points for 1A,2A,3A,4A,5A.										
	Tie-Breaker (Total Ord. Score)-Total Adjusted Qual. Points, then Total Qual. Points for 1A,2A,3A,4A,5A										

Amado Gonzalez, ISD

Attachment D

Contractor Evaluations Report

Evaluation Date Start: End: Get Report

Exit Print

Capital Improvements Information System

Contractor Evaluations Report (All Contracts)

Dept	Contract	Type	Contractor / Architect Name	Date	Rater	Period	Rate
ID	EDP-ID-I190203-1	EDP	EXP US SERVICES INC	8/31/2022	Aundria Blatch	Interim	3.8
SP	EDP-SP-2020-028	EDP	EXP US SERVICES INC	7/3/2022	Helga Sommer	Interim	4.0
WS	EDP-WS-S-391C-R	EDP	EXP US SERVICES INC	7/8/2022	Li Gurau	Completion of study or design	4.0

Evaluation Count: 3 Contractors: 1 Average Evaluation: 3.9

Print Exit

Attachment E

A&E Firm History Report

Vendor Profile: Contract Assignments

Help & Tools

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

EXP U.S. Services Inc.

System Vendor Number: **20078311**
Mark As Favorite

To **resort** click on column title. To **filter** click on the drop down menu.

Refresh Table | Reset Filters | Download

Assignment Type	Status	Contract Number & Title	Prime Contractor	Assigned Contacts	Dates	Current Value	Paid To Date
All	All	All		All			
Prime	Open	A19-MDAD-01: MIA Terminal Wide Re-roofing		Rachel Logan HENRY KYLE	10/13/2021 - 10/13/2028	$9,678,170	$1,124,399
Prime	Open	A19-MDAD-02D: FACILITY DESIGN SERVICES		HENRY KYLE	2/18/2022 - 2/18/2027	$3,942,331	$0
Subcontractor (Tier 1)	Open	CIP215-DTPW19-DE (7): Professional Svc for DTPW Proj - A19-DTPW-01	ZYSCOVICH INC	Jose Clavell	4/8/2021 - 4/5/2026	$0	$0
Subcontractor (Tier 1)	Open	CIP215-DTPW19-DE (7)-FDOT: Professional Svc for DTPW Proj	ZYSCOVICH INC	Gerardo Matamoros	4/7/2021 - 4/5/2026	$0	$0
Subcontractor (Tier 1)	Open	CIP215-DTPW19-DE (7)-FTA: Professional Svc for DTPW Proj - A19-DTPW-01	ZYSCOVICH INC	Jose Clavell	4/6/2021 - 4/5/2026	$0	$0
Prime	Open	EDP-AV-AC075A: Aviation Department - 40 Year Recetification Multi-Service Project for Various Structures		Kyle Henry	9/3/2021 - 9/3/2026	$400,000	$43,895
Prime	Open	EDP-FR-LEED-M: MDFR MULTIPLE LEED CONSULTANT		Kyle Henry	2/4/2021 - 2/4/2026	$400,000	$5,786
Prime	Open	EDP-ID-I190203-1: Dade County Courthouse Structural Assessment and Inspection / Study		Kyle Henry	8/31/2021 - 8/31/2026	$576,000	$520,455
Prime	Open	EDP-ID-W20AE04: Multiple A/E Services VI		Kyle Henry	10/12/2020 - 10/12/2025	$600,000	$251,380
Prime	Open	EDP-ID-W21RC06: 40 Year Recertification for Multiple County Facilities #6		Kyle Henry	8/4/2021 - 8/4/2026	$200,000	$11,761

MDC032

Prime	Open	EDP-ID-W21SE02: Multiple Structural Engineering Services III	Kyle Henry	9/30/2021 - 9/30/2026	$400,000	$0
Prime	Open	EDP-MT-OSP275: Miami-Dade County Transportation Master Plan (In-House Support)	Jose Clavell	10/3/2022 - 10/3/2027	$500,000	$0
Prime	Open	EDP-PD-2020MEP: MEP Consulting Services for Multiple Locations	Kyle Henry	2/12/2020 - 2/12/2025	$200,000	$24,937
Prime	Open	EDP-PE-DE-72WM: Civil Engineering Services	Kyle Henry	12/16/2022 - 12/16/2027	$500,000	$0
Prime	Open	EDP-PR-4016019A: Rockway Park - New Heating-Cooling System for the Pool	Kyle Henry	10/30/2019 - 10/30/2024	$15,000	$0
Prime	Open	EDP-SP-2020-028: A/E SERVICES FOR MULTIPLE SMALL ARCHITECTURAL PROJECTS	Kyle Henry	1/12/2021 - 1/12/2026	$500,000	$295,119
Prime	Open	EDP-SP-2020-19: FUMIGATION AND COLD CHAIN PROCESSING CENTER	Kyle Henry	7/2/2021 - 7/2/2026	$486,321	$392,736
Prime	Open	EDP-WS-394: Licensed Architect Support to WASD Capital Improvement Project (CIP) Program	Kyle Henry	6/1/2022 - 6/1/2027	$199,840	$0
Prime	Open	EDP-WS-S-391C-R: Report of Capital Repair Plans on WASD Owned Buildings	Kyle Henry	4/28/2022 - 4/28/2027	$130,924	$0
Prime	Open	EDP-WS-S-395B: Connectivity Study - Cat. 5 Bldg. at all Treatment Plants	Kyle Henry	6/27/2022 - 8/7/2023	$500,000	$0

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MEMORANDUM
(Revised)

TO: Honorable Chairman Oliver G. Gilbert, III
and Members, Board of County Commissioners

DATE: April 4, 2023

FROM: Geri Bonzon-Keenan
County Attorney

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

Please note any items checked.

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

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(A)(2)
4-4-23

RESOLUTION NO. R-274-23

RESOLUTION APPROVING PROFESSIONAL SERVICES AGREEMENT BETWEEN MIAMI-DADE COUNTY AND EXP US SERVICES, INC., FOR GENERAL MECHANICAL, ELECTRICAL, PLUMBING (MEP) ENGINEERING AND DESIGN SERVICES, CONTRACT NO. E20-MDAD-02B1 IN AN AMOUNT NOT TO EXCEED $5,513,000.00 FOR A TERM OF FIVE YEARS; AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE SAME AND TO EXERCISE THE PROVISIONS THEREOF, INCLUDING TERMINATION

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:

Section 1. This Board hereby approves the award of a Professional Services Agreement to EXP US Services, Inc., for General Mechanical, Electrical, Plumbing (MEP) Engineering and Design Services, Contract No. E20-MDAD-02B1, in an amount not to exceed $5,513,000.00 for a term of five years, in substantially the form attached hereto and made a part hereof.

Section 2. Pursuant to section 2-285 of the Miami-Dade County Code, this Board authorizes the County Mayor or County Mayor's designee to exercise the provisions thereof, including the authority to execute Contract No. E20-MDAD-02B1 and the authority to exercise its termination provisions.

The foregoing resolution was offered by Commissioner **Kionne L. McGhee**, who moved its adoption. The motion was seconded by Commissioner **Anthony Rodriguez** and upon being put to a vote, the vote was as follows:

Oliver G. Gilbert, III, Chairman	**aye**		
Anthony Rodríguez, Vice Chairman	**aye**		
Marleine Bastien	**aye**	Juan Carlos Bermudez	**aye**
Kevin Marino Cabrera	**aye**	Sen. René García	**aye**
Roberto J. Gonzalez	**aye**	Keon Hardemon	**aye**
Danielle Cohen Higgins	**aye**	Eileen Higgins	**aye**
Kionne L. McGhee	**aye**	Raquel A. Regalado	**aye**
Micky Steinberg	**aye**		

The Chairperson thereupon declared this resolution duly passed and adopted this 4th day of April, 2023. 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

LUIS G. MONTALDO, CLERK AD INTERIM

By: **Basia Pruna**
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

David M. Murray

PROFESSIONAL SERVICES AGREEMENT FOR **GENERAL MECHANICAL, ELECTRICAL, PLUMBING (MEP) ENGINEERING & DESIGN SERVICES FOR MIAMI-DADE AVIATION DEPARTMENT CONTRACT NO. E20-MDAD-02B1**

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:

EXP U.S. Services Inc.
201 Alhambra Circle, Suite 800
Coral Gables, FL 33134

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

For the Project: **General Mechanical, Electrical, Plumbing (MEP) Engineering & Design Services**
E20-MDAD-02B

The scope of services to be provided the selected Consultant includes but is not limited to renovations and improvements of mechanical, electrical, plumbing and fire suppression systems at all MDAD Facilities. These are multiple projects and require specialties such as paging systems, as well as evaluations of air conditioning mechanical rooms. The Consultant shall perform such incidental work, which may not be specifically referenced, as necessary to support this effort.

Participation Restrictions:
Prime Consultants awarded under ISD Contract No. A18-MDAD-01A and A18-MDAD-01B are precluded from participating on ISD Project No. E20-MDAD-02B.

The Owner and Consultant agree as set forth herein:

PROFESSIONAL SERVICES AGREEMENT

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AFFIDAVITS		
CERTIFICATE OF INSURANCE		

WITNESSETH

ARTICLE 1

DEFINITIONS

1.1 ADDITIONAL SERVICES: Those services, in addition to the Basic Services in this Agreement, which the 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.

1.11 CONSTRUCTION COST: Actual cost of the Work established in the Contract Documents and as they may be amended from time to time.

1.12 CONSULTANT: The named entity on page 1 of this Agreement.

1.13 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.

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

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

1.16 DEDICATED SERVICES: Services performed pursuant to a Dedicated Allowance Account(s) that are beyond the requirements for Basic Services and Additional Services under this Agreement and shall be performed as required upon receipt of a Service Order. Such Services, if any, are specified in the Special Provisions.

1.17 DEFECT(S): Refers to any part of the Work that does not follow the Contract Documents, does not meet the requirements of a reference standard, test or inspection specified in the Contract Documents, does not properly function, is broken, damaged or of inferior quality, or is incomplete. The adjective "defective" when it modifies the words "Work" or "work" shall have the same connotation as Defect.

1.18 DELIVERABLES REQUIREMENTS MANUAL: A manual provided by the Owner that prescribes the deliverables and their content to be provided by design professionals. This manual is made a part of this Agreement by reference.

1.19 DEPARTMENT: Miami-Dade Aviation Department ("MDAD") is a department of Miami-Dade County and represented by and acting through his/her designee(s)

1.20 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.

1.21 DESIGN DEVELOPMENT: That portion of the Services comprising phases of the Basic Services which the Consultant shall perform in accordance with the terms of this Agreement when directed and authorized by Service Order.

1.22 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.

1.23 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.

1.24 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.

1.25 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.

1.26 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.

1.27 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.

1.28 FIXED LUMP SUM: A basis for compensation of the Consultant for Services performed.

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

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

1.31 LEED AP: A person(s) that is an employee of the Consultant or is a Sub-consultant to the Consultant 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 Consultant 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.

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

1.33 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.

1.34 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.

1.35 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.

1.36 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).

1.37 MULTIPLE OF DIRECT SALARIES: A basis for compensation of the Consultant for Services performed.

1.38 NOTICE TO PROCEED (NTP): Written communication issued by the owner to the Consultant directing the Services to proceed and establishing the date of commencement of the Work.

1.39 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.

1.40 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

1.41 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.

1.42 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.

1.43 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.

1.44 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.

1.45 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.

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

1.47 PROJECT BUDGET: Estimated cost for the Project, prepared by the Owner as part of the Program, including the estimated Construction Cost. The Project Budget may, from time to time, be revised or adjusted by the Owner, at its sole discretion, to accommodate approved modifications or changes to the Project or the scope of work.

1.48 PROJECT ELEMENT: A part of the Project for which Services are to be provided by the Consultant pursuant to this Agreement or by other consultants employed by the Owner.

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

1.50 PROLONGED PERIOD OF WORK RELATED SERVICES: The period from the original completion date of the Contract as awarded to the date of official acceptance by the Owner of the Report of Contract Completion furnished by the Consultant.

1.51 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.

1.52 RECORD DRAWINGS (AS-BUILT DRAWINGS): Reproducible drawings showing the final completed Work as built, including any change to the Work performed by the Contractor pursuant to the Contract Documents which the Consultant considers significant based on marked-up as-built prints, drawings, and other data furnished by the Contractor.

1.53 REIMBURSABLE EXPENSES: Those expenses delineated in Article 7 "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.

1.54 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.

1.55 SCHEMATIC DESIGN: That portion of the Services comprising of the Basic Services which the Consultant shall perform in accordance with the terms of this Agreement.

1.56 SERVICE ORDER: A written order (consecutively numbered for reference and control purposes) initiated by the Project Manager in accordance with this Agreement, and countersigned by the Director and by the Consultant, directing the Consultant to perform or modify the performance of any portion of the Services.

1.57 SERVICES: All services, work and actions by the Consultant performed pursuant to or undertaken under this Agreement.

1.58 SUB-CONSULTANT: An independent firm, company, joint venture, corporation or individual under contract with and compensated by the Consultant to perform a portion of the Services required hereunder.

1.59 SUBSTANTIAL COMPLETION: The stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the Project for its intended use and shall occur when the 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.

1.60 USER: Entities such as, but not limited to, concessionaires, service managers, airlines, public utilities, and governmental agencies, excluding agencies of the Owner, that have entered into agreements with the Owner for use of portions of the Miami International Airport and/or the general aviation airports under the control of the Department.

1.61 USER REVIEW: A review of all design projects by a group which represents the operational aspects of the Airport including MDAD operations and maintenance staff, concessionaires, tenants, service managers, airlines, public utilities, governmental agencies, and other Airport users, to ensure that program and operational needs are being met.

1.62 VALUE ANALYSIS (VA): The systematic application of recognized techniques for optimizing both cost and performance in a new or existing facility or to eliminating items that add cost without contributing to required functions.

1.63 WORK: All labor, materials, tools, equipment, services, methods, procedures, etc., necessary or convenient to performance by the Contractor of all duties and obligations imposed by the Contract Documents and representing the basis upon which the total consideration is paid or payable to the Contractor for the performance of such duties and obligations.

1.64 WORK ORDER: A written order, authorized by the Owner, directing the Contractor to perform work under a specific Allowance Account(s) or which directs the Contractor to perform a change in the work that does not have a monetary impact.

1.65 WORK-RELATED SERVICES: Those optional portions of the Services involving the providing of on-site resident services, that the Consultant shall perform as the Field Representative in accordance with the terms of this Agreement if directed and authorized by Service Order(s).

1.66 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.

1.67 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 Consultant 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 with the information listed in the Special Provisions.

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 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 examinations can be made without using destructive measures, e.g., excavation or demolition. MDAD shall approve any destructive measures that may be necessary. Surveying information shall be spot checked extent the Consultant has satisfied itself as to the reliability of the information. Notwithstanding the foregoing if existing conditions materially differ from information furnished by Owner and such variation could not have reasonably been verified by Consultant, then Consultant shall have no responsibility for any costs or expense incurred by Owner as a result of the differing conditions. In addition, if the Consultant is required to make changes to the Consultant's Deliverables as a result of such material difference, the Owner shall compensate the Consultant for such services as an Additional Service.

ARTICLE 3

GENERAL PROVISIONS

3.1 INDEMNIFICATION AND HOLD HARMLESS

3.1.1 Pursuant to Florida Statutes 725.08 and notwithstanding the provisions of Florida Statutes 725.06, the 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.

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

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

3.2 INSURANCE: The Consultant shall not be issued any Service 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 $1,000,000, and $5,000,000 if operating vehicles on the Airfield Operations Area ("AOA"), combined single limit for bodily injury and property damage liability.

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 the date of submittal by the Consultant of the Report of Contract Completion.

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 five (5) years with 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 the 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 the 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 consultant(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. If applicable, transfer title to the Owner (to the extent that title had not already been transferred) and deliver in the manner, at the times, and to the extent directed by the Owner, all property purchased under this Agreement and reimbursed as a direct item of cost and not required for completion of the Services not terminated;

5. Promptly assemble and submit as provided herein all documents for the Services performed, including plans, calculations, specifications, reports, and correspondence, and all other relevant materials affected by the termination; and;

6. Complete performance of any Services not terminated by the Notice of Termination.

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

3.8 SANCTIONS FOR CONTRACTUAL VIOLATIONS:

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

3.9 INTENT OF AGREEMENT:

3.9.1 The intent of the Agreement is for the Consultant to provide renovations and improvements of mechanical, electrical, plumbing and fire suppression systems at all MDAD Facilities. These are multiple projects and require specialties such as paging systems, as well as evaluations of air conditioning mechanical rooms. The Consultant shall perform such incidental work, which may not be specifically referenced, as necessary to support this effort.

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

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

3.10 SOLICITATION: The 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 another 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 Consultant 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 cost 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.

3.14 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 CONSULTANT 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 consultant 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 Consultant 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/AOA/SIDA.

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 the 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 Consultant, 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 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 Exhibit 3, attached hereto and made a part hereof, the specific technical or professional personnel to perform the necessary services under this Agreement. Such personnel shall not be replaced except when the Owner determines, in its discretion, that the proposed replacement personnel has equal or greater qualifications or capabilities to perform the necessary services.

3.21 CONSULTANT RESPONSIBILITY

3.21.1 During the term of this agreement, the Consultant shall satisfy and maintain all valid technical certifications as required under technical categories 4.01 Aviation System- Engineering Design, 12.00 General Mechanical Engineering, 13.00 General Electrical Engineering, and 17.00 Engineering Construction Management. 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 pursuant to the Standard of Care. 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 Consultant 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 Sub-consultant of its obligations and responsibilities under the Agreement, nor constitute a waiver of any of the Owner's rights under the Agreement or of any cause of action arising out of the performance of the Agreement.

3.21.4 Upon Owner's notification of deficient or defective work stemming from the 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.

3.25.1 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.

3.26 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.

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

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 ENERGY PERFORMANCE (EPact): Pursuant to R-740-08, Consultant agrees to the following terms and conditions of engagement if awarded the Agreement for the work described herein: (1) [\Miami-Dade County reserves the right to designate any eligible entity as the "Designer" of the energy efficient improvements incorporated in this Project for the purposes of allocating accelerated depreciation benefits pursuant to Section 179D of the Internal Revenue Code of 1986, as amended (the "Code"); (2) if Miami-Dade County determines that Consultant , shall receive accelerated depreciation benefits as a "Designer" for the purposes of Section 179D of the Code or that Consultant shall otherwise benefit financially from the monetization of the accelerated depreciation benefit ,Consultant shall agree to discount its Agreement price or provide a cash rebate to Miami-Dade County. The determination of rebate versus discount shall be determined by Miami-Dade County at its sole discretion. The amount of the incremental financial benefit realized by the Consultant as a result of the accelerated depreciation benefit or the monetization thereof, such actual percentage shall be negotiated in good faith by Miami-Dade County at the time the financial benefit to[Consultant becomes ascertainable; (3) Miami-Dade County reserves the right to retain a third party consultant ("EP ACT Consultant") to manage and administer the process of obtaining and monetizing the accelerated depreciation benefit derived from the Project and to designate the Energy Efficiency Consultant as the "Designer" of the energy efficient improvements for the purposes of Section 179D of the Code; and (4) Consultant agrees to cooperate in all reasonable respects with the Energy Efficiency Consultant's efforts to obtain and monetize any such benefits derived from the Project on behalf of Miami-Dade County.

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

3.31 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.

3.32 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.

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

ARTICLE 4
BASIC SERVICES
SERVICES TO BE PERFORMED

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

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

4.1.2 The proposal that the Consultant submits shall, as a minimum, include:

a. The number of personnel for each job classification to be used for the requested scope of services. Job classifications and descriptions shall be limited to those listed in Sub-article 5.1.2.2. , Job Classifications and Maximum Raw Rates and Exhibit 3, Job Classification Descriptions, of this Agreement. Other job classifications may be proposed where other disciplines are required. For any other job classifications proposed for a particular assignment, the Consultant shall submit a classification description and a justification for needing the additional classification(s). Such other classifications shall only be authorized by Service Order. The use of or rejection of such other job classifications shall be at the sole discretion of the Owner.

b. The current and/or proposed wage rate for all personnel proposed. Wage rates may not exceed the maximum specified for the particular classification as provided in Sub-article 5.1.2.2, Job Classifications and Maximum Raw Rates.

c. The estimated number of hours for each individual proposed

d. A sub-total of the total wages to be paid each proposed individual (current proposed wage rate multiplied by the estimated number of hours) and a total

to be paid to the Consultant for each individual (sub-total multiplied by the Direct Labor Multiplier). These individual totals shall be summed to show the total personnel costs being proposed by the Consultant for the indicated scope of work.

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. It is understood that Consultant shall not be responsible for delays of others not under its or its subconsultant's direct control. The Consultant shall meet once per month 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 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 REVIT AND/OR CIVIL 3D SOFTWARE currently in use by MDAD . The Consultant must submit all original working FILES AS specified within the MDAD BIM STANDARDS MANUAL.

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

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

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

4.2.13 Recognizing that the construction of other projects at the Airport may affect scheduling of the construction for each Project Element or components thereof, the 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 Consultant shall assist as directed by the Project Manager in the A/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.

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 Consultant 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 Consultant 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 Consultant will be mindful of the required LEED certification level, and the Consultant 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 Consultant shall review and certify the amounts due the Contractor and issue Certificates for Payment in such amounts. The Consultant's certification for payment shall constitute a representation to the Owner, based on the Consultant'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 Consultant'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 Consultant. Such certification shall be based on the Consultant'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 Architect/Engineer's Services after Final Acceptance shall include, but not be limited to, the following:

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

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

B. Two (2) sets of electronic drawings:

In compliance with the MDAD Technical Support Facility Management BIM Standards Manual Building Information Modeling (BIM) – the A/E shall employ the use of BIM technology utilizing Autodesk Revit software.

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

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

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 Consultant 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 Consultant as adequate in form and substance for submittal to the certifying body. The Consultant 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.

4.10. ADDITIONAL AND WORK-SITE SERVICES

4.10.1. 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.

4.10.2. 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.

4.10.2.1. 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.

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

4.10.2.3. 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.

4.10.2.4. 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.

4.10.2.5 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).

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

4.10.2.7 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.

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

4.10.2.9 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.

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

4.10.2.11 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.

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

4.10.2.13 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.

4.10.2.14 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.

4.10.2.15 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.

4.11. WORK-SITE SERVICES

At the sole option of the Owner and after receipt of a Service Order specifically authorizing such Services, the Consultant 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 5

COMPENSATION FOR SERVICES

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. All allocations of money 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.

5.1 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 **FIVE MILLION DOLLARS ($5,000,000.00)** and shall be disbursed as reflected herein, unless additional payments up to the limits of the Allowance Account have been authorized.

5.1.1 Compensation to the Consultant for Services shall be based as follows:

5.1.1.1 Flat Rate: When approved based on resume qualifications and experience, compensation to the Consultant for Services shall be on the basis of flat rates in accordance with the approved fee schedule included in 5.1.2.2 to this Agreement. Any other classifications that may be used during the course of performing the Services and the hourly rate for such classifications shall only be authorized by Service Order.

5.1.1.2 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.

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

5.1.1.4 Not to Exceed: Under this compensation basis, the Consultant is

compensated for the actual time of personnel engaged directly in performing Services under this Agreement. In addition, the Consultant is compensated for other related services necessary to complete the required services. A not to exceed cap for the total fee for each assignment given under this compensation basis shall be established prior to the issuance of the Service Order. The compensation method shall be in accordance with the compensation schedule as shown in 5.1.2.2 of this Agreement.

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

5.1.2.1 Compensation for the Principal shall be at the flat rate without application of any multiplier of **$ 210.00** per hour.

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

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

5.1.2.2. 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 **2.3** times the direct salaries for all field 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 Engineer (Registered)	$ 65.00
Senior Engineer	$ 55.00
Staff Engineer	$ 45.00
Senior Project Manager	$ 65.00
Project Manager	$ 60.00
Assistant Project Manager	$ 50.00
CADD / Technician	$ 40.00

Clerical /Administrative	$30.00

***Hourly Flat Rate**

The maximum rate of compensation for all other personnel, not listed above, including the multiple of Direct Salaries shall not exceed **$165.00** per hour. The Owner reserves the right to adjust the maximum rate.

JOB CLASSIFICATION	MAXIMUM RAW RATES
Senior Field Representative	$ 55.00
Assistant Field Representative	$ 45.00
Inspectors	$ 40.00
Clerical /Administrative	$ 30.00

The maximum rate of compensation for all field personnel, not listed above, including the multiple of Direct Salaries shall not exceed **$125.00** per hour. The Owner reserves the right to adjust the maximum rate.

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

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

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

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

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

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

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

Multiplier = 2.65

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

5.1.3.1 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.

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

5.1.4 NON-COMPENSABLE CHARGES: Consultant shall not invoice Owner for charges for office, rent or overhead expenses of any kind including but not limited to, insurance, local telephone and utility charges, office/drafting supplies, depreciation of equipment, professional dues, subscriptions, reproduction of drawings and/or specifications, mailing, stenographic, nor shall it invoice for other employee time or travel and substance not directly related to the project. The above Compensation shall cover all such costs pertinent to the project.

5.1.5 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.

5.1.6 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.

5.1.7 Payments of the Work Related Services Fee, Phase 5, 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 this project, as stated in the Service Order in calendar days, by twenty percent (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.

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

5.2 INVOICES AND METHODS OF PAYMENT: The Consultant shall submit monthly to the Project Manager, two (2) copies of a duly certified invoice for payments stating that the Services have been performed per this Agreement. A copy of the applicable Service Order shall accompany the original copy of the invoice. Invoices shall include the names, classification, salary rate per hour, hours worked, and total charge for all personnel directly engaged on the project. Additional format requirements, content and submittal date of the invoice shall be as specified by the Project Manager. The Owner shall make payment in accordance with the provisions of Chapter 218 of the Florida Statutes. However, the Owner may reject the invoice in whole or in part. If rejected, the Owner shall notify the 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 on a timely basis. 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.

5.3 PAYMENTS 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 which include charges for Services by Sub-consultant(s), unless such Services have been performed satisfactorily and the charges are payable to such Sub-consultant(s) pursuant to this Agreement. 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.

5.4 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.

5.5 CONSEQUENCE FOR NON-PERFORMANCE: The cost of any damages incurred by the Owner as a result of errors or omissions in the Consultant's services and/or of the Consultant's failure to complete its services in the time specified in a Service Order shall be deducted by the Owner from each invoice until such time as the cost of those damages have been fully recovered by the Owner.

5.6 PAYMENT FOR TERMINATED, SUSPENDED, OR ABANDONED SERVICES: In the event of termination or suspension of the Services or abandonment of the Agreement, the Consultant shall be compensated as provided for below.

5.6.1 Payment for Services completed and approved prior to receipt by the Consultant of notice of termination, abandonment, 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 action not occurred.

5.6.2 For Services partially completed and satisfactorily performed prior to receipt by the Consultant of notice of termination, abandonment, or suspension, the Consultant shall be compensated on the basis of payment in the same manner as would have been required had such action not occurred, adjusted to the level of the completed portion of the Service. A claim by the 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 terminated, abandoned, or suspended.

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

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

5.7 PAYMENT FOR REIMBURSABLE EXPENSES: Reimbursable Expenses as described in Article 7 "Reimbursable Expenses" of this Agreement will be reimbursed by the Owner as verified by appropriate bills, invoices, or statements.

5.8 CONTINGENCY ALLOWANCE ACCOUNTS: Pursuant to Section 2-8.1 of the Code, an Allowance of ten percent (10%) of the project base estimate, not exceeding **Five hundred THOUSAND DOLLARS ($500,000.00)**, may be used by the Owner for unforeseen conditions. 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.

5.9 INSPECTOR GENERAL AUDIT ACCOUNT: An audit account is hereby established to pay for mandatory random audits by the County's Inspector General pursuant to County Code Section 2-1076. The amount for the Inspector General Audit Account is hereby set at **THIRTEEN THOUSAND SEVEN HUNDRED FIFTY DOLLARS ($13,750.00)**. The Consultant shall have no entitlement to any of these funds. The Owner retains all rights to these funds, may expend these funds at its sole discretion, and any funds not expended from these audit accounts remain the property of the County.

5.10 TOTAL AUTHORIZED AMOUNT FOR THIS AGREEMENT: The Total Authorized Amount for this Agreement is **FIVE MILLION FIVE HUNDRED THIRTEEN THOUSAND SEVEN HUNDRED FIFTY DOLLARS ($5,513,750.00).** The Owner retains all rights to these funds, may expend these funds at its sole discretion, and any funds not expended from this authorized agreement amount remain the property of the Owner.

ARTICLE 6

EQUAL EMPLOYMENT OPPORTUNITY AND AFFIRMATIVE ACTION

6.1 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 Consultant 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.

6.2 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.

6.3 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.

6.4 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 a 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.

6.5 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.

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

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.

2. The goals and timetables for minority and female participation, expressed in percentage terms for the contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

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

   Goals for female participation in each trade: 6.9%

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

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

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

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

4. As used in this notice and in the contract resulting from this solicitation, the "covered area" is [sponsor must insert state, county, and city].

6.7 CONTRACT MEASURES: The 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 the failure of the Consultant to comply with the requirements of this paragraph.

ARTICLE 7

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

ARTICLE 8

SPECIAL PROVISIONS

8.1 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 7 "Reimbursable Expenses" of this Agreement.

8.2 The scope of this Project shall include, but not limited to:

At the request of the Department, at any given time, the Consultant may be required to provide services for more than one (1) project, and/or for more than one (1) Airport.

8.3 Pursuant to Article 6.7, the contract measures for this Agreement is:

Small Business Enterprise (SBE) - A&E Goal 15%
Small Business Enterprise (SBE) - Services 1%

8.4 The deduction of one quarter (1/4) of one (1) percent from each progress payment to pay for the functions of the Office of Inspector General is inapplicable because this Contract is either financed by aviation revenue bonds or funded by aviation revenue, which are subject to federal regulations.

8.5 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,

8.6 Pursuant to Article 3.28, the Consultant shall meet the LEED certification category indicated in the Service Order.

8.7 The Consultant shall consider the future impacts of sea level rise that may be addressed during design considerations.

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

Phase 1A Program Verification
Phase 1B Preparation of Schematic Design Documents

Phase 2 Design Development
Phase 3A 30% Complete Contract Documents
Phase 3B 75% Complete Contract Documents
Phase 3C 100% Complete Contract Documents
Phase 3D Bid Documents

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

8.10 The Consultant shall be responsible for all transportation to, from and within the project site for all services at no additional cost to the owner.

8.11 ORGANIZATIONAL CONFLICT OF INTEREST:

1. Policy
It is the policy of the County, implemented through this section, to identify, analyze and address organizational conflicts of interest that might otherwise exist in order to maintain the public's trust in the integrity and fairness of the County's contracting for the Capital Improvement Program CIP ("the Program") and to protect the business interests of the County, thereby safeguarding public dollars. This policy shall be supplemental to and not in derogation of any other requirements of law relating to conflicts of interest including, but not limited to, the County's Code of Ethics.

2. Definitions
Organizational conflict of interest situation in which the Consultant : (a) under this Agreement, or any part thereof, including a particular work order or defined task, is required to exercise judgment to assist the County in a matter such as in drafting specifications or assessing another consultant's or contractor's proposal or performance and the Consultant has a direct or indirect financial or other interest at stake in the matter, so that a reasonable person might have concern that when performing work under the contract, the Consultant may be improperly influenced by its own interests rather than the best interest of the County, or (b) would have an unfair competitive advantage in a County competitive solicitation as a result of having performed work on this Agreement that puts the consultant in a position to influence the result of the solicitation.

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

Sub-consultants: firms under contract with the Consultant under this Agreement.

3. Certification of no organizational conflict of interest
The Consultant: (a) execution of this Agreement or any work order and/or (b) making a claim for payment under this Agreement, constitutes the Consultant's certification to the County that the Consultant or its subconsultants do not have knowledge of any organizational conflicts of interest that exists in performing the work under this Agreement. False certifications may be considered a material breach of the Agreement and the Consultant may be liable to the County for a false claim under the County's false claim ordinance. At any time during the performance of the Agreement, the County may require the Consultant to execute an express written certification that after diligent inquiry the Consultant does not have knowledge of any organizational conflict of interest. The County may also require the Consultant to set forth in writing the scope of the inquiry conducted to make the express certification. Failure to make diligent inquiry, to disclose a known conflict or potential conflict, or to execute the documents required to be produced may be considered a material breach of the contract and may disqualify the Consultant or its subcontractors from award of other County professional service agreements.

4. Identification of organizational conflict of interest
The Consultant and its subconsultants shall be obligated to disclose to the County any organizational conflict of interest which may exist or arise during the performance of this Agreement, or the potential for such conflicts to occur, immediately upon the discovery of such actual or potential conflict. The disclosure shall be in writing, addressed to the Director or his designee. The disclosure shall identify the organizational conflict of interest with sufficient detail for the County's analysis and shall propose a method to address the same. Such disclosure shall be simultaneously reported to the Office of the Inspector General (OIG) and the Commission on Ethics and Public Trust (COE). The Consultant /subconsultants' failure to identify an organizational conflict of interest, or to disclose the same to the County in the manner set forth in this Section, may be considered a material breach of the Agreement. In addition, in any subsequent solicitation for professional services for which the Consultant or its subconsultants compete for award, the Consultant and/or its subconsultants shall identify and address any potential organizational conflict of interest as between that solicitation and this Agreement or the work hereunder, particularly in those instances where the Consultant offers to use the same sub-consultants which may be primes or sub-consultants in other Program contracts where such use is not specifically prohibited by the advance restrictions set forth in this policy. The potential for organizational conflicts of interest, and the methodology offered to prevent organizational conflicts of interest, may be evaluated by the County as a criterion for selection as set forth in the applicable competitive solicitation documents.

5. Addressing organizational conflicts of interest

The County will analyze and address organizational conflicts of interest on a case-by-case basis, because such conflicts arise in various, and often unique, factual settings. The Director of MDAD, subject to the approval of the Executive Director of the Commission on Ethics or his designee, shall make the decision of how to address an organizational conflict of interest. The Executive Director of the Commission on Ethics or his designee shall render its determination promptly to avoid impacting the Program. The County shall consider the specific facts and circumstances of the situation and the nature and potential extent of the risks associated with an organizational conflict of interest when determining what method or methods of addressing the conflict will be appropriate. When an organizational conflict of interest is such that it risks impairing the integrity of the Program, then the County must take action to substantially reduce or eliminate those risks. If the only risk created by an organizational conflict of interest is a performance risk relating to the County's business interests, then the County shall have broader discretion in accepting some or all of the performance risk, but only when the potential harm to the County's interest is outweighed by the expected benefit from having the conflicted Consultant perform the Agreement. The County shall balance risks created by any organization conflict of interest against potential impacts to the Community Business Enterprise community in analyzing the appropriate method of addressing any organizational conflict of interest. Notwithstanding the preceding, the County's decision as to the existence of, and/or remedy for, any organizational conflict of interest shall be wholly binding on the Consultant, and shall be made in the County's sole and complete discretion.

6. Measures to address organizational conflicts of interest
The measure, or combination of measures, which may be appropriate to address an organizational conflict of interest, if any, shall be decided by the Director of MDAD and include, but are not limited to: (a) avoidance of risk through reduction of subjectivity in the analysis or by defining work tasks and deliverables with specificity, (b) requiring the Consultant and/or its sub-consultants to implement structural barriers (firewalls) and internal corporate controls, (c) limiting the Consultants or subconsultant or the specific personnel to be involved in a work assignment, (d) employing specific hourly limits on defined tasks, (e) limiting or prohibiting certain pass through fees and markups, (f) executing a mitigation plan which will define specific Consultant and sub-consultant duties to mitigate organizational conflicts of interest, (g) requiring sub-consultants who are conflict free to perform identified areas of work, (h) requiring the Consultant or its sub-consultants to adopt, disseminate and instruct staff on conflict of interest identification and remediation procedures and (i) relying on more than one source or on objective or verifiable data or information.

7. Documentation and evaluation
The Director of MDAD will set forth in the Agreement file a written explanation of the methodology used to address an identified organizational conflict of interest. The County shall periodically evaluate the effectiveness of the methodology in the protection of the Program. Upon the rendering of a decision regarding the resolution of a reported conflict of interest, a copy of such finding shall be forwarded to the OIG and the COE.

8. Organizational conflicts of interest which are not remedied

If in the sole discretion of the County there is no measure or combination of measures which protect the County against the organizational conflict of interest, the County may require that the Consultant cease the activity which creates a conflict with this Agreement. Failure to abide by this requirement shall result in the Consultant being in breach of this Agreement. In addition, the County may without penalty decline to award future professional service agreements or other contracts to the Consultant or its subconsultants if the award of such agreement or conflict with result in a conflict which cannot be remedied.

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

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

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

8.14 CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS:

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

2. Violation; Liability for Unpaid Wages; Liquidated Damages
   In the event of any violation of the clause set forth in paragraph (1) above, the Consultant and any sub-consultant responsible therefor shall be liable for the unpaid wages. In addition, such Consultant and sub-consultant shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in

paragraph 1 above, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1 above.

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

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

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

Consultant and sub-consultant agree:

1. That any facility to be used in the performance of the contract or subcontract or to benefit from the contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities;

2. To comply with all the requirements of Section 114 of the Clean Air Act, as amended, 42 U.S.C. 1857 et seq. and Section 308 of the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in Section 114 and Section 308 of the Acts, respectively, and all other regulations and guidelines issued thereunder;

3. That, as a condition for the award of this contract, the contractor or subcontractor will notify the awarding official of the receipt of any communication from the EPA indicating that a facility to be used for the performance of or benefit from the contract is under consideration to be listed on the EPA List of Violating Facilities;

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

8.16 CIVIL RIGHTS TITLE VI ASSURANCES:

Compliance with Nondiscrimination Requirements

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

1. Compliance with Regulations: The Consultant will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. Non-discrimination: The Consultant, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Consultant will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

3. Solicitations for Subcontracts/Sub consultants, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Consultant of the Consultant's obligations under this contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.

4. Information and Reports: The Consultant will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish the information, the Consultant will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of a Consultant's noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

   a. Withholding payments to the contractor under the contract until the contractor complies; and/or

b. Cancelling, terminating, or suspending a contract, in whole or in part.

6. Incorporation of Provisions: The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment unless, exempt by the Acts, the Regulations and directives issued pursuant thereto. The Consultant will take action with respect to any subcontract/sub consultant or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Consultant becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Consultant may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the Consultant may request the United States to enter into the litigation to protect the interests of the United States.

8.17 TITLE VI - LIST OF PERTINENT NON-DISCRIMINATION ACTS AND AUTHORITIES: During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);

b) 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);

c) The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

d) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;

e) The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);

f) Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);

g) The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

h) Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public

and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;

i) The Federal Aviation Administration's Non-Discrimination Statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

j) Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

k) Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

l) Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

8.18 FEDERAL FAIR LABOR STANDARDS ACT: All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR Part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers. The Consultant has full responsibility to monitor compliance to the referenced statue or regulation. The Consultant must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

8.19 ENERGY CONSERVATION REQUIREMENTS: Consultant and Sub-consultant agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201*et seq*).

8.20 TRADE RESTRICTION CERTIFICATION: By submission of an offer, the Consultant certifies that with respect to this solicitation and any resultant contract, the Consultant:

a. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (U.S.T.R.);

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

c. has not entered into any subcontract for any product to be used on the Federal on the project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R.

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

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

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

(1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R. or;

(2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such U.S.T.R. list or;

(3) who incorporates in the public works project any product of a foreign country on such U.S.T.R. list.

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

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

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the Federal Aviation Administration.

8.21 CERTIFICATION OF OFFERER/BIDDER REGARDING DEBARMENT: By submitting a bid/proposal under this solicitation, the bidder or Consultant certifies that

neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

8.16 CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT: The successful bidder, by administering each lower tier subcontract that exceeds $25,000 as a "covered transaction", must verify each lower tier participant of a "covered transaction" under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The successful bidder will accomplish this by:

1. Checking the System for Award Management at website: http://www.sam.gov

2. Collecting a certification statement similar to the Certificate Regarding Debarment and Suspension Consultant, above.

3. Inserting a clause or condition in the covered transaction with the lower tier contract

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

8.22 VETERAN'S PREFERENCE: In the employment of labor (excluding executive, administrative, and supervisory positions), the contractor and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 U.S.C. 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

8.23 DISTRACTED DRIVING: In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving" (10/1/2009) and DOT Order 3902.10 "Text Messaging While Driving" (12/30/2009), the FAA encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or sub-grant.

In support of this initiative, the Owner encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding $3,500 and involve driving a motor vehicle in performance of work activities associated with the project.

8.24 OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970: All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of

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

8.25 DISADVANTAGED BUSINESS ENTERPRISES: Contract Assurance - The Consultant or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Consultant shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.

Prompt Payment - The Consultant agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than days stated in Sub-article 3.24, Prompt Payment from the receipt of each payment the Consultant receives from Owner. The Consultant agrees further to return retainage payments to each subcontractor within days stated in Sub-article 3.24, after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Owner. This clause applies to both DBE and non-DBE subcontractors.

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

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

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

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

8.27 TITLE VI SOLICITATION NOTICE: MDAD, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

8.28 COPELAND "ANTI-KICKBACK" ACT: Contractor must comply with the requirements of the Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 3145), as supplemented by Department of Labor regulation 29 CFR part 3. Contractor and subcontractors are prohibited from inducing, by any means, any person employed on the project to give up any part of the compensation to which the employee is entitled. The Contractor and each Subcontractor must submit to the Owner, a weekly statement on the wages paid to each employee performing on covered work during the prior week. Owner must report any violations of the Act to the Federal Aviation Administration.

8.29 EQUAL OPPORTUNITY CLAUSE: During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identify or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Required Contact Provisions Issued on January 29, 2016 Page 45 AIP Grants and Obligated Sponsors Airports (ARP) administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance*: Provided, however*, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

8.30 The terms of this Agreement are subordinate to the terms of the Airport Agreement submitted by Miami-Dade County to the United States Soccer Federation on February 21, 2018, pursuant to Board of County Commissioners' Resolution No. R-187-18. In carrying out its obligations under this Agreement, CONSULTANT 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 CONSULTANT'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 CONSULTANT, 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, CONSULTANT 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 CONSULTANT 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 CONSULTANT 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.

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

CONSULTANT (CORPORATION)

EXP U.S. Services Inc
Legal Name of Corporation

ATTEST:

Secretary: _____ By: _____
Signature and Seal Consultant - Signature

Hae-Jin (Priscilla) Ahn _____ Kyle Henry, Vice President _____
Type Name Type Name & Title

CONSULTANT (INDIVIDUAL, PARTNERSHIP, OR JOINT VENTURE)

_____
Legal Name

Witness: _____ By: _____
Signature

Witness: _____ By: _____
Signature

FEIN _____

MIAMI-DADE COUNTY BOARD OF COUNTY COMMISSIONERS

By: _____
Mayor

ATTEST: Harvey Ruvin, Clerk

BY: _____
(Miami-Dade County Seal)

Approved for Form and Legal Sufficiency

_____
(Assistant County Attorney)

EXHIBIT 1

Fee Schedule
Not Applicable

EXHIBIT 2

PRINCIPALS OF THE CONSULTANT

EXHIBIT 2

PRINCIPALS OF THE ARCHITECT/ENGINEER

(Refer to Sub-article 8.3.3.1)

Marc Dvorak	Chief Operating Officer
John Flint	Senior Vice President

EXHIBIT 3

CRITICAL PERSONNEL

(Refer to Sub-article 3.20)

EXHIBIT 3

CRITICAL PERSONNEL

(Refer to Sub-article 3.20)

Marcos Souza
David Castaneda
Svetan Veliov
Kyle Henry

EXHIBIT 4

CERTIFICATE OF ASSURANCE, WORKSHEET, EXECUTED SBE UTILIZATION FORM/LETTER OF INTENT, EXECUTED CONTRACT PARTICIPATION FORM, AND BIDDER AND SUBCONTRACTOR INFORMATION

Exhibit 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

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 Contact 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

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

AFFIDAVITS

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

This sworn statement is submitted for:

PROJECT TITLE: General Mechanical, Electrical, Plumbing (MEP) Engineering & Design Services

PROJECT NUMBER: E20-MDAD-02B

COUNTY OF Miami-Dade

STATE OF Florida

Before me the undersigned authority appeared Marcos J Souza (Print Name), who is personally known to me or who has provided as identification and who (did or did not) take an oath, and who stated:

That he/she is the duly authorized representative of

EXP U.S. Services Inc.
(Name of Entity)

201 Alhambra Circle, Suite 800, Coral Gables, Florida 33134
(Address of Entity)

4 / 6 - 0 / 5 / 2 / 3 / 9 / 6 / 4
Federal Employment Identification Number

hereinafter referred to as the Entity being its

Director of Aviation
(Sole Proprietor)(Partner)(President or Other Authorized Officer)

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

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

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

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

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

"1 A predecessor or successor of a person convicted of a public entity crime; or

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

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

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

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

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

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

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

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

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

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

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

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

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

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

AFF-3

Affirmation of Vendor Affidavits

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

Contract No. E20-MDAD-02B

Federal Employer Identification No. (FEIN): 46-0523964

Contract Title: General Mechanical, Electrical, Plumbing (MEP) Engineering & Design Services

Affidavits and Legislation/Governing Body

1.	***Miami-Dade County Ownership Disclosure*** *Sec. 2-8.1 of the County Code*	6.	***Miami-Dade County Vendor Obligation to County*** *Sec. 2-8.1 of the County Code*
2.	***Miami-Dade County Employment Disclosure*** *County Ordinance No. 90-133, amending Section 2.8-1(d)(2) of the County Code*	7.	***Miami-Dade County Code of Business Ethics*** *Article 1, Section 2-8.1(i) and 2-11(b)(1) of the County Code through (6) and (9) of the County Code and County Ordinance No. 00-1 amending Section 2-11.1 (c) of the County Code*
3.	***Miami-Dade County Employment Drug-free Workplace Certification*** *Sec. 2-8.1.2(b) of the County Code*	8.	***Miami-Dade County Family Leave*** *Article V of Chapter 11 of the County Code*
4.	***Miami-Dade County Disability Non-Discrimination*** *Article 1, Section 2.8.1.5 Resolution R182-00 amending R-385-95*	9.	***Miami-Dade County Living Wage*** *Sec. 2-8.9 of the County Code* **(If applicable)**
5.	***Miami-Dade County Debarment Disclosure*** *Section 10-38 of the County Code*	10.	***Miami-Dade County Domestic Leave and Reporting*** *Article 8, Section 11A-60, 11A-67 of the County Code*
11.	***Miami-Dade County E-Verify Affidavit*** *Obligation for State Funded Contracts*	12.	***Pay Parity Affidavit*** *Resolution R-1072-17*
13.	***Miami-Dade County Suspected Workers' Compensation Fraud Affidavit*** *Resolution No. R-919-18*		

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

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

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

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

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

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

(Signature of Authorized Representative)

Marcos J Souza
(Print Name of Authorized Representative)

Title Director of Aviation

Date January 3, 2023

Notary Public Information

Notary Public – State of Florida **County of** Miami-Dade

Subscribed and sworn to (or affirmed) before me this 3 **day of,** January **20** 23

by Marcos J Souza **He or she is personally known to me** ☒ **or has produced I.D.** ☐

Type of identification produced _____

BRIANNA KATHERINE GAGLIARDI
MY COMMISSION # HH 150113
EXPIRES: July 7, 2025
Bonded Thru Notary Public Underwriters

Signature of Notary Public

HH150113
Serial Number

Print or Stamp of Notary Public

7/7/2025
Expiration Date

Notary Public Seal

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

(Insert Here)

PROOF OF AUTHORIZATION TO DO BUSINESS

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

(Insert Here)

CERTIFICATE OF INSURANCE

MD-141

State of Florida
Department of State

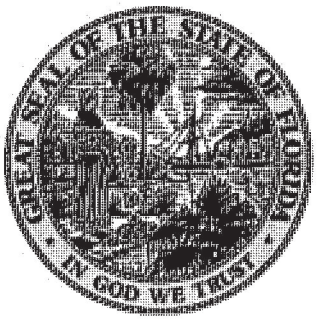
I certify from the records of this office that EXP U.S. SERVICES INC. is a Delaware corporation authorized to transact business in the State of Florida, qualified on April 4, 2011.

The document number of this corporation is F11000001440.

I further certify that said corporation has paid all fees due this office through December 31, 2021, that its most recent annual report/uniform business report was filed on February 2, 2021, and that its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Second day of February, 2021



Secretary of State

Tracking Number: 9054925384CC

To authenticate this certificate,visit the following site,enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 04/12/2021

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

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

PRODUCER Willis Towers Watson Midwest, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: Willis Towers Watson Certificate Center PHONE (A/C, No, Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378 E-MAIL ADDRESS: certificates@willis.com
INSURED exp U.S. Services, Inc. 2601 Westhall Lane Maitland, FL 32751	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: XL Insurance America Inc — 24554 INSURER B: Continental Casualty Company — 20443 INSURER C: AIG Insurance Company of Canada — B1206 INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** W20679892 **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	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [ ] LOC OTHER:			US00057823LI21A	03/31/2021	03/31/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 2,000,000 $ 25,000 $ 2,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY			6076413496	03/31/2021	03/31/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $			CA00002682LI21A	03/31/2021	03/31/2022	EACH OCCURRENCE AGGREGATE	$ 4,000,000 $ 4,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [No] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		6072004033	03/31/2021	03/31/2022	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
C	Professional Liability			061127095	03/31/2021	03/31/2022	Per Claim Aggregate	$1,000,000 $1,000,000

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

Contract number A19-MDAD-01.

RE: MIA TERMINAL WIDE RE-ROOFING AND LIGHTNING SYSTEM UPGRADES FOR MIAMI-DADE AVIATION DEPARTMENT

RISK MANAGEMENT & SUPPORT SERVICES
APPROVED APR 27 2021

CERTIFICATE HOLDER

MDAD Risk Management
P.O. Box 025504
Miami, FL 33102-5504

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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