

**OFFICIAL FILE COPY
CLERK OF THE BOARD
OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA**

Memorandum



Date: June 21, 2023

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

Agenda Item No. 8(A)(1)

From: Daniella Levine Cava
Mayor *Daniella Levine Cava*

Resolution No. R-514-23

Subject: Contract Award Recommendation for a Professional Services Agreement: Contract No:
E22-MDAD-01 to Apex Companies, LLC

EXECUTIVE SUMMARY

This agenda item seeks authorization from the Board of County Commissioners (Board) to enter into a five-year Professional Services Agreement (PSA) with Apex Companies, LLC (Apex) entitled: "Professional Services Agreement for Environmental Management Systems/ISO 14001:2015 Consultant Services for Miami-Dade Aviation Department, Contract No. E22-MDAD-01".

The International Standard for Organization (ISO) is an independent, non-governmental organization made-up of members from more than 167 countries. It collaborates with more than 700 international, regional, and national organizations to develop relevant standards that support innovation. The ISO 14000 series promotes effective environmental management systems in organizations as it defines a series of international environmental management standards, within that series, ISO 14001-2015 offers cost-effective tools that make use of best practices for organizing and applying information about environmental management.

Miami International Airport (MIA) has been certified in ISO 14001 since 2001. By having remained compliant with the various environmental and regulatory local, state, and federal agencies, MIA has improved its environmental performance. The scope of professional services provided through this PSA will certify MIA with the most recent ISO 14001-2015 certification. Essentially, it will provide for the implementation of the newly developed best management practices that will assist MIA achieve its overall environmental objectives which include but are not limited to: (i) restoration of the environment, (ii) pollution prevention and environmental protection, (iii) compliance with local, state, and federal mandates, and (iv) tenant compliance with MIA's best management practices.

RECOMMENDATION

This recommendation for award for PSA Contract No. E22-MDAD-01 between Apex, an Architectural/Engineering (A/E) firm, and the County is recommended for approval with a term of five (5) years and a total compensation amount not to exceed \$1,102,750, which includes a contingency allowance amount of \$100,000 and an Inspector General Fee amount of \$2,750.

This award recommendation was prepared by the Miami-Dade Aviation Department (MDAD or Aviation Department).

SCOPE

MIA is located within District 6 represented by Commissioner Kevin M. Cabrera. However, the impact of this agenda item is county-wide as MIA is a regional asset.

BACKGROUND

As mentioned previously, MIA has been certified in ISO 14001 since 2001. From that point forward, the Aviation Department has implemented policies and best management practices that have contributed to the improvement of the environment at MIA, some of which are noted below.

- a. Recycling Program – recycling containers are placed throughout MIA for use by tenants, airlines, and the public.
- b. Stormwater Management – a “Stormwater Pollution Prevention” program was developed for MIA in conjunction with the airport’s tenants and airlines.
- c. Drinking Water Quality – monthly water samples are collected throughout MIA to ensure water quality.
- d. Energy Conservation – water conservation retrofits have been installed at MIA. Additionally, all lighting at MIA has been replaced with energy-efficient lighting.
- e. Emission Reduction – The “Miami Intermodal Center” was built to reduce the volume of traffic to MIA’s Terminal thereby reducing the volume of air pollutants.
- f. Tenant Audit Program – this program helps MIA’s tenants and airlines be environmentally compliant.
- g. Green Purchasing Practices – the Aviation Department purchases environmentally friendly products.
- h. Green Building Certification – the Aviation Department seeks LEED certification for new construction.
- i. Green Transportation – MIA’s Mover is “Gold Certified” in LEED. The MIA Mover replaced the bus service from MIA’s Terminal to the rental car center.
- j. Emergency Response – the Aviation Department established procedures to respond to environmental situations (such as spills) including procedures for environmental emergency response drills.
- k. Training & Communications – the Aviation Department provides environmental awareness training to its employees and business partners.

The professional services provided through this PSA will provide MIA with the most current ISO certification. This will be achieved through the implementation of environmental management system enhancement measures such as: internal audits conducted by an ISO 14001 lead auditor, periodic training to Aviation Department staff, emergency drills, airport tenant environmental compliance audits, site visits and reporting, and preparation of MDAD’s Spill Prevention Control and Countermeasure Plan. Apex will also provide air quality reporting by a certified industrial hygienist that will include testing, assessments, and inspections.

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.

The work authorized by this PSA will begin only after a service order is issued to Apex 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.

FISCAL IMPACT/FUNDING SOURCE

<u>FUNDING</u>	<u>SOURCE</u>	<u>PROJECT NUM</u>	<u>SITE #</u>	<u>AMOUNT</u>
SOURCE:	MDAD Operating Budget	N/A	N/A	\$1,102,750
	TOTAL			\$1,102,750

Funding Source: Airport Revenues from MDAD's Operating Budget.
(See Attachment A: Adopted Budget and Multi-Year Capital Plan FY 2022-23, Page 164)

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

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

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

PTP FUNDING: No

GOB FUNDING: No

ARRA FUNDING: No

IN-HOUSE MDAD evaluated and determined that MDAD does not have the in-house capabilities
CAPABILITIES: to perform the design and construction services required due to specialization of the
(R-1204-05) work. This project involves maintaining the ISO 14001:2015 certification as part of the MDAD Environmental Management System (EMS), including performing periodic training of staff and internal audits conducted by an ISO 14001 certified lead auditor. MDAD does not have the specialized workforce to perform the requirements mandated by the ISO14001:2015 standard.

<u>PROJECT</u>	<u>TYPE</u>	<u>CODE</u>	<u>DESCRIPTION</u>
TECHNICAL	Prime	10.05	Environmental Engineering - Contamination Assessment and Monitoring
	Other	9.09	Soils, Foundations and Materials Testing - OSHA
		10.06	Environmental Engineering - Remedial Action Plan Design
		10.07	Environmental Engineering - Remedial Action Plan Implementation/Operation/Maintenance
		10.09	Environmental Engineering - Wellfield, Groundwater, and Surface Water Protection and Management
CERTIFICATION REQUIREMENTS:		25.00	Aviation Planning Consultant Services

**SUSTAINABLE
BUILDINGS
ORDINANCE
(I.O NO. 8-8):** Not Applicable

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

**NTPC'S
DOWNLOADED:** 5

**PROPOSALS
RECEIVED:** 2

**TOTAL
CONTRACT
PERIOD:** Five (5) years

**CONTINGENCY
PERIOD:** Not applicable

**IG FEE
INCLUDED:** Yes

**ART IN PUBLIC
PLACES:** Not applicable

BASE ESTIMATE: \$1,000,000

**BASE CONTRACT
AMOUNT:** \$1,000,000

CONTINGENCY ALLOWANCE (SECTION 2-8.1 MIAMI DADE COUNTY CODE):	TYPE	PERCENT	AMOUNT	COMMENT
	PSA	10%	\$100,000	None

**IG FEE
(ORDINANCE NO.
97-215):** \$2,750

TOTAL AMOUNT: \$1,102,750

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. E22-MDAD-01.

TRACK RECORD/MONITOR

SBD HISTORY OF VIOLATIONS: None

EXPLANATION: The Request to Advertise (RTA) was filed with the Clerk of the Board on August 16, 2022. A total of two (2) proposals were received by the submittal deadline of September 23, 2022.

On October 26, 2022, the Internal Services Small Business Enterprise Compliance reviewed and deemed both proposals compliant with the contract measure established for this project.

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 Competitive Selection Committees (CSC) 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 September 28, 2022, the CSC received the OIG reports and findings. No reports were provided by the COE to the CSC.

On December 7, 2022, at the First-Tier meeting, the CSC evaluated all responsive and responsible proposals and deemed the information sufficient to determine the qualifications of the teams. The CSC was tasked with evaluating the experience and qualifications of the Proposers and scored and ranked the proposals in accordance with the evaluation criteria outlined in the solicitation.

By majority vote, the CSC decided to forego Second-Tier proceedings and recommended the number one ranked firm (Apex) for negotiation of this PSA. See Table A below.

Table A.

Firm	Total Adjusted Qualitative Points	Total Adjusted Ordinal Score	Final Ranking
APEX COMPANIES, LLC.	270	4	1
NV5, INC.	251	5	2

The Negotiation Committee was approved by the County Mayor's designee on December 29, 2022. (See Attachment C: Negotiation Authorization, List of Respondents and Tabulation Sheets).

The Negotiation Committee negotiated with the first ranked firm (Apex) on January 26, 2023, and on February 1, 2023, the Negotiation Committee reached a consensus and finished the negotiations.

Pursuant to Resolution No. R-187-12, due diligence was conducted to determine the consultant's responsibility, including verifying the 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 five (5) evaluations for work performed for the County by Apex in the Capital Improvements Information System (CIIS) database with an average rating of 4.0, which is indicative of excellent performance. (See Attachment D: Contractor Evaluations Report).

Based on the above, it is recommended that this PSA be awarded in the amount not to exceed \$1,102,750, to Apex.

SUBMITTAL DATE: September 23, 2022 (Via INFORMS)

**ESTIMATED
NOTICE TO
PROCEED:** March 2023

**PRIME
CONSULTANT:** Apex Companies, LLC.

**COMPANY
PRINCIPAL:** Diane Anderson

**COMPANY
QUALIFIERS:** Janet M. Peterson, PG

**COMPANY EMAIL
ADDRESS:** janet.peterson@apexcoss.com

**COMPANY STREET
ADDRESS:** 8175 NW 12th Street, Suite 110

**COMPANY CITY-
STATE-ZIP:** Doral, FL 33126

**YEARS IN
BUSINESS:** 35

**PREVIOUS
EXPERIENCE WITH
COUNTY IN THE
LAST THREE
YEARS:** According to the Firm History Report, as provided by the Division of Small Business Development, Apex has held four (4) contracts as Prime Contractor in the last three years, with a total value of \$527,637. Additionally, from 2016-current date, Apex has been awarded a total of five (5) projects as a Prime Contractor with a total value of \$1,204,700. (See Attachment E: A/E Firm History Report).

SUBCONSULTANTS: GIT Consulting, LLC.
Doral Digital Reprographics Corp.

**MINIMUM
QUALIFICATIONS:** The prime consultant shall maintain the below certifications for the duration of this contract:

- EMS Certified Lead Auditor in ISO 14001:2015
- Certified Industrial Hygienist by the American Board of Industrial Hygiene (ABIH).

**EXCEED LEGAL
REQUIREMENTS:** No

**REVIEW
COMMITTEE:** **MEETING DATE:** June 24, 2022 **SIGNOFF DATE:** July 25, 2022

**APPLICABLE
WAGES
(RESO NO. R-54-10):** N/A

REVIEW COMMITTEE ASSIGNED CONTRACT MEASURES:	<u>TYPE</u>	<u>GOAL</u>	<u>ESTIMATED VALUE</u>	<u>COMMENT</u>
	SBE-A&E	20.00%	\$220,550	
	SBE-G&S	0.75%	\$8,270	

**MANDATORY
CLEARING HOUSE:** N/A

**CONTRACT
MANAGER NAME/
PHONE / EMAIL:** Sylvia Novela 305-876-7048 SNovela@flymia.com

**PROJECT
MANAGER
NAME / PHONE /
EMAIL:** Andrey Main 305-876-0483 AMain@flymia.com

Signature Page

**Contract No: E22-MDAD-01
to Apex Companies, LLC.**

**BUDGET
APPROVAL
FUNDS
AVAILABLE:**



3/20/2023

**OFFICE OF MANAGEMENT DATE
AND BUDGET (OMB)
DIRECTOR**

**APPROVED AS
TO LEGAL
SUFFICIENCY:**



COUNTY ATTORNEY

**3.17.23
DATE**



**COUNTY MAYOR OR
DESIGNEE**

**4-19-23
DATE**

**CLERK
DATE**

DATE

Attachment A

FY 2022-23 Adopted Budget and Multi-
Year Capital Plan, Page: 164

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

OPERATING FINANCIAL SUMMARY

(dollars in thousands)	Actual FY 19-20	Actual FY 20-21	Budget FY 21-22	Adopted FY 22-23
Revenue Summary				
Aviation Fees and Charges	248,624	301,585	337,658	381,907
Carryover	86,157	72,207	89,129	87,658
Commercial Operations	160,832	173,292	201,660	254,967
Non-Operating Revenue	97,591	58,043	41,000	76,500
Other Revenues	89,233	47,508	71,377	44,505
Rental Income	116,031	194,045	165,801	176,128
Total Revenues	798,468	846,680	906,625	1,021,665
Operating Expenditures Summary				
Salary	105,930	108,457	113,034	123,101
Fringe Benefits	37,930	38,301	45,642	49,886
Court Costs	103	0	287	287
Contractual Services	96,441	137,712	130,321	152,584
Other Operating	119,036	92,609	122,261	131,191
Charges for County Services	91,250	93,958	100,456	113,637
Capital	1,332	798	3,637	2,849
Total Operating Expenditures	452,022	471,835	515,638	573,535
Non-Operating Expenditures Summary				
Transfers	274,238	261,222	303,329	354,708
Distribution of Funds In Trust	0	0	0	0
Debt Service	0	0	0	0
Depreciation, Amortizations and Depletion	0	0	0	0
Reserve	0	0	87,658	93,422
Total Non-Operating Expenditures	274,238	261,222	390,987	448,130

(dollars in thousands)	Total Funding		Total Positions	
Expenditure By Program	Budget FY 21-22	Adopted FY 22-23	Budget FY 21-22	Adopted FY 22-23
Strategic Area: Economic Development				
Executive	5,127	7,588	15	25
Administration	61,982	67,604	160	154
Business Retention and Development	8,408	10,313	50	54
Commercial Operations	38,589	40,258	0	0
Facilities Development	22,113	24,029	63	63
Facilities Management	155,972	178,102	454	453
Finance and Strategy	15,061	15,410	73	75
Operations	46,084	52,208	438	451
Policy Advisement	9,393	5,953	49	25
Public Safety and Security	93,395	106,271	154	159
Non-Departmental	59,514	61,854	0	0
Policy and External Affairs	0	3,945	0	23
Total Operating Expenditures	515,638	573,535	1,456	1,482

Attachment B

SBD Project Worksheet and Compliance Review



Small Business Development Division

Project Worksheet

Project/Contract Title: Environmental Management System/ISO 14001:2015 Consulting Services
Received Date: 6/24/2022
Project/Contract No: E22-MDAD-01
Funding Source: MDAD Operation Budget
Department: Aviation
Estimated Cost of Project/Bid: \$1,102,500.00
Description of Project/Bid: The consultant will provide consulting services for ISO 14001:2015 or current certification to MDAD including but not limited to; the implementation of Environmental Management System (EMS) enhancement, periodic training of staff and internal audits conducted by ISO 14001 lead auditor, emergency drills, MDAD tenant environmental compliance audit including site visits and reporting, update, and preparation of MDAD Spill Prevention Control and Countermeasure Plan (SPCC Plan). Environmental consulting includes oversight, air quality reporting by certified industrial hygienist, testing, assessments, and inspections. Additionally, maintaining the MDAD Green Point intranet site as an integrated part of EMS. Simplifying, and managing all EMS manuals and documents, procedures, and information in an efficient and centralized manner. Sustaining compliance with the ISO 14001:2015 or current certification standards by keeping the management system constantly updated and in compliance with inspections and audits. Assisting and consulting in Environmental and legal regulatory compliance with local, state, and federal agencies.

Contract Measures Recommendation		
Measure	Program	Goal Percent
Goal	SBE - A&E	20%
Goal	SBE-S	0.75%
Reasons for Recommendation		
SMALL BUSINESS ENTERPRISE - ARCHITECTURAL & ENGINEERING (SBE/A&E) SBD reviewed this project pursuant to Implementing Order 3-32 indicates that a 20% SBE/A&E Sub-consultant goal is appropriate for this contract in the following Technical Categories (TC's) 9.06-OSHA at 4%, 10.06-Remedial Action Plan Design at 4%, 10.07-Remedial Action Plan Implementation/Operation/Maintenance at 4%, and 10.09-Wellfield, Groundwater, Surface Water Protection and Management at 4%, and 25.00-Aviation Planning Consultant Services at 4%.		
SMALL BUSINESS ENTERPRISE - SERVICES (SBE-S) An analysis of the factors contained in Section VIII. B. of Implementing Order 3-41 indicates that a 0.75% SBE-S measure is appropriate for the service portion of this contract in NIGP Commodity Code 96600 Printing and Type Setting. MDC-TCC 04-01 ENGINEERING DESIGN, NIGP 96600 PRINTING AND TYPESETTING SERVICES, MDC-TCC 08 TELECOMMUNICATION SYSTEMS, MDC-TCC 13 GENERAL ELECTRICAL ENGINEERING, MDC-TCC 14 ARCHITECTURE, MDC-TCC 17 ENGINEERING CONSTRUCTION MANAGEMENT		
Small Business Contract Measure Recommendation		
Subtrade	Category	
OSHA	SBE - A&E	
Remedial Action Plan Design	SBE - A&E	
Remedial Action Plan Implementation/Operation/Maintenance	SBE - A&E	
Wellfield, Groundwater, Surface Water Protection and Management	SBE - A&E	
Aviation Planning Consultant Service	SBE - A&E	
Printing and Reproduction	SBE - Services	

Living Wages:

YES ☐ NO ☒

Highway:

YES ☐ NO ☒

Heavy Construction:

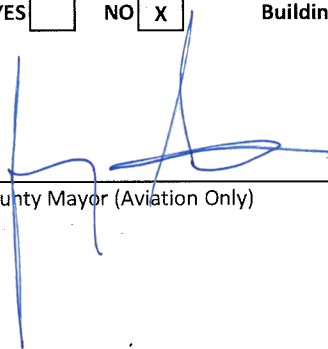
YES ☐ NO ☒

Responsible Wages:

YES ☐ NO ☒

Building:

YES ☐ NO ☒



County Mayor (Aviation Only)

7-25-22

Date

Memorandum



DATE: October 26, 2022

TO: Namita Uppal, Chief Procurement Officer
Strategic Procurement Department

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

SUBJECT: Compliance Review
Project No. E22-MDAD-01
Environmental Management System/ ISO 140001:2015.

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

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 – A&E (SBE-A&E) and Small Business Enterprise – Services (SBE-Services) programs for construction services. The contract measures established for this project are a 20% SBE-A&E sub-consultant goal and a 0.75% SBE-Services subcontractor goal.

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

FIRM:

1. Apex Companies, LLC.
2. NV5, INC.

STATUS

Compliant
Compliant

SUMMARY:

Apex Companies, LLC., a non-certified SBE-A&E, submitted a Utilization Plan (UP) committing to utilize GIT Consulting, LLC., a certified SBE-A&E firm to perform Technical Categories (TCs) 10.09 (Wellfield, Groundwater, and Surface Water Protection and Management) at 20%. The SBE-A&E sub-consultant confirmed its participation via the BMWS in agreement with the measure.

Apex Companies, LLC. also committed to utilize Doral Digital Reprographics Corp., a certified SBE-Services firm, to provide NIGP 96500 (Printing: Preparations, Etching, Photoengraving, Preparations of Mats, Negatives and Plates and Printing Services) at 0.75%. The subcontractor confirmed its participation via the BMWS in agreement with the measure.

Apex Companies, LLC., has satisfied the contract's 20% SBE-A&E sub-consultant goal and the 0.75% SBE-Services subcontractor goal, and is in compliance with the overall Small Business measures established for this contract.

NV5, Inc., a non-certified SBE-A&E, submitted a Utilization Plan (UP) committing to utilize EBS Engineering, Inc., a certified SBE-A&E firm to perform Technical Categories (TCs): 10.06 Remedial Action Plan, Remedial Action Plan Implementation/Operation/Maintenance, and 10.09 (Wellfield,

Groundwater, and Surface Water Protection and Management) at 20%. The SBE-A&E sub-consultant confirmed its participation via the BMWS in agreement with the measure.

NV5, Inc, also committed to utilize Doral Digital Reprographics Corp., a certified SBE-Services firm, to provide NIGP 96500 (Printing: Preparations, Etching, Photoengraving, Preparations of Mats, Negatives and Plates and Printing Services) at 0.75%. The subcontractor confirmed its participation via the BMWS in agreement with the measure.

Additionally, NV5, Inc, also committed to utilize DVV Consulting, Inc., a certified SBE-Services firm, to provide NIGP 91843 (Environmental Consulting) at 20%. The subcontractor confirmed its participation via the BMWS in agreement with the measure.

Therefore, NV5, Inc. has satisfied the contract's 20% SBE-A&E sub-consultant goal, and the 0.75% SBE-Services subcontractor goal, and is in compliance with the overall Small Business measures established for this contract.

SBD has verified that none of the aforementioned firms is listed on the *Compliance Report of Open and Closed Small Business, Wage and/or Workforce Violations in the last three (3) years* with an open Unpaid Wages violation as of October 26, 2022.

Please be reminded that SBD's review is specific to the SBE-A&E and SBE-Services Programs. The Aviation Department is responsible for any other issues that may exist. Should you have any questions or need any additional information, please do not hesitate to call Leonardo Mane, Compliance Officer 2, at (305) 375-3167.

c: L. Johnson, SBD
A. T. Ragin, MDAD

Attachment C

Negotiation Authorization, List of
Respondents and Tabulation Sheets

Memorandum



Date: December 16, 2022

To: Namita Uppal, C.P.M.
Director and Chief Procurement Officer
Strategic Procurement Department

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

From: Jorge Vital, A & E Consultant Selection Coordinator
Competitive Selection Committee Coordinator *Jorge Vital*

Subject: NEGOTIATION AUTHORIZATION
Miami-Dade Aviation Department (MDAD)
Environmental Management System/ISO 14001:2015 Consulting Services
SPD Project No. E22-MDAD-01

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

SPD Project No.: E22-MDAD-01

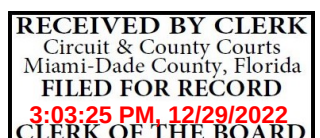
Project Title: Environmental Management System/ISO 14001:2015 Consulting Services

Scope of Services Summary: The consultant will provide consulting services for ISO 14001:2015 or current certification to MDAD including but not limited to; the implementation of Environmental Management System (EMS) enhancement, periodic training of staff and internal audits conducted by ISO 14001 lead auditor, emergency drills, MDAD tenant environmental compliance audit including site visits and reporting, update, and preparation of MDAD Spill Prevention Control and Countermeasure Plan (SPCC Plan). Environmental consulting includes oversight, air quality reporting by certified industrial hygienist, testing, assessments, and inspections. Additionally, maintaining the MDAD Green Point intranet site as an integrated part of EMS. Simplifying, and managing all EMS manuals and documents, procedures, and information in an efficient and centralized manner. Sustaining compliance with the ISO 14001:2015 or current certification standards by keeping the management system constantly updated and in compliance with inspections and audits. Assisting and consulting in Environmental and legal regulatory compliance with local, state, and federal agencies.

Experience and Qualifications: The prime consultant is highly preferred to demonstrate experience with ISO 14001:2015. Proof of certification(s) should be included in the proposal submittal. The below referenced certifications for personnel must be maintained by the Prime Consultant, at all times, for the duration of this contract:

- EMS Certified Lead Auditor in ISO 14001:2015
- Certified Industrial Hygienist by the American Board of Industrial Hygiene (ABIH).

MDC017



Term and Estimated Cost of Contract: The County intends to retain one (1) qualified consultant/team for one (1) non-exclusive Professional Services Agreement with an effective term of five (5) years. The Professional Services Agreement has a total maximum compensation of \$1,102,750, inclusive of allowances and contingencies.

Small Business Enterprise Goal: On July 25, 2022, the Internal Services Department's Small Business Development Division established a 20% Small Business Enterprise – Architectural and Engineering Goal, and a 0.75% Small Business Enterprise – Service Goal for this project.

Advertisement Date: August 16, 2022.

Number of Proposal(s) Received: Two (2) proposals were received by the submittal deadline of September 23, 2022.

Analysis of Market Availability: Because fewer than three (3) firms submitted proposals in response to the solicitation, and in accordance with the requirements of the Notice to Professional Consultants, market research was performed. On September 26, 2022, the final recommendation of the market research was to proceed with the evaluation of the two (2) proposals. Please refer to the attached Analysis of Market Availability dated September 26, 2022.

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 October 26, 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.

Office of the Inspector General (OIG) / Office of the Commission on Ethics and Public Trust (COE) Reports: Pursuant to County Resolution No. R-62-22, which amended Implementing Order 3-34, and became effective on July 11, 2022, the Competitive Selection Committee was provided with all reports and findings of the OIG produced on September 28, 2022, regarding any Proposer and their proposed subcontractor(s) for consideration while scoring in accordance with the applicable criteria identified in the solicitation. On October 4, 2022, no Reports were produced by the COE.

First Tier Results: The First Tier meeting was held on December 7, 2022. The Competitive Selection Committee was tasked with evaluating the experience and qualifications of the Proposers, and scoring and ranking the proposals in accordance with the evaluation criteria outlined in the solicitation. The Competitive Selection Committee scored all responsive proposals.

During the evaluation process, there were no ties. Please refer to the attached First Tier Tabulation Sheet.

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

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

- Jorge Vital, A&E Consultant Selection Coordinator, Strategic Procurement Department
- Gustavo Leal, Environmental Section Chief, Miami-Dade Aviation Department
- Victor Mendez, Construction Manager 3, Miami-Dade Aviation Department
- Roger Baptiste, Construction Manager 3, Miami-Dade Water and Sewer Department

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

RANKING OF RESPONDENTS

APEX COMPANIES, LLC

Final Ranking – 1

Total Adjusted Ordinal Score – 4

Total Adjusted Qualitative Points – 270

The following firm will serve as an alternate:

NV5, INC.

Final Ranking – 2

Total Adjusted Ordinal Score – 5

Total Adjusted Qualitative Points – 251

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

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

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

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

Approved:

Lydia Osborne for _____
Namita Uppal, C.P.M.
Director and Chief Procurement Officer

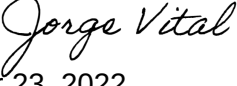
12/29/2022

Date

Attachments:

1. Analysis of Market Availability
 2. List of Respondents
 3. SBD Compliance Review
 4. First Tier Tabulation Sheet
- c: Competitive Selection Committee
Clerk of the Board of County Commissioners

ANALYSIS OF MARKET AVAILABILITY

ISD Project No.:	E22-MDAD-01
ISD Project Name:	Environmental Management Systems/ISO 14001:2015 Consultant Services
Department:	Miami-Dade County Aviation Department (MDAD)
Submittal Date:	September 23, 2022
Submittals Received:	Two (2)
A&E Coordinator:	Jorge Vital 
Prepared on:	September 23, 2022

BACKGROUND:

MDAD Project No. E22-MDAD-01, Environmental Management Systems/ISO 14001:2015 Consultant Services, was advertised on August 16, 2022. This solicitation was advertised to seek one (1) A/E Consultant to perform consulting services for ISO 14001:2015 or current certification to MDAD including but not limited to; the implementation of Environmental Management System (EMS) enhancement, periodic training of staff and internal audits conducted by ISO 14001 lead auditor, emergency drills, MDAD tenant environmental compliance audit including site visits and reporting, update, and preparation of MDAD Spill Prevention Control and Countermeasure Plan (SPCC Plan). Environmental consulting includes oversight, air quality reporting by certified industrial hygienist, testing, assessments, and inspections. Additionally, maintaining the MDAD Green Point intranet site as an integrated part of EMS. Simplifying, and managing all EMS manuals and documents, procedures, and information in an efficient and centralized manner. Sustaining compliance with the ISO 14001:2015 or current certification standards by keeping the management system constantly updated and in compliance with inspections and audits. Assisting and consulting in Environmental and legal regulatory compliance with local, state, and federal agencies.

The PSA has a total maximum compensation of \$1,102,750.00.

The Notice to Professional Consultants (NTPC) for this solicitation included the following A/E Technical Certification requirements:

10.05 Environmental Engineering – Contamination Assessment and Monitoring (PRIME)

- 9.09 Soils, Foundations and Materials Testing – OSHA
- 10.06 Environmental Engineering - Remedial Action Plan Design
- 10.07 Environmental Engineering - Remedial Action Plan Implementation/ Operation/Maintenance
- 10.09 Environmental Engineering - Wellfield, Groundwater, and Surface Water Protection and Management
- 25.00 Aviation Planning Consultant Services

The Miami-Dade County Small Business Enterprise (SBE) assigned the following goals: 20% SBE - A/E and 0.75% SBE – Service.

Two (2) proposals were received by INFORMS on September 23, 2022.

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

ANALYSIS OF MARKET AVAILABILITY:

Prior to the advertisement of the NTPC, a Consultant Survey was attached to the Future Solicitation document posted for two (2) weeks on June 21, 2022. No questions or comments were received from any firms or individuals during those two (2) weeks or afterwards regarding any difficulties in joining or teaming with other firms. Additionally, the Architectural and Engineering (A/E) Unit conducted analysis of the market availability which showed eight (59) firms were registered with the county and technically satisfied to perform the requested work as a Prime Consultant.

The INFORMS report shows that 660 A/E firms were notified of this solicitation. Additionally, during the project briefing meeting held on August 25, 2022, to which eleven (11) industry representatives attended, no one raised any issues or concerns regarding any apparent project participation restrictions or limitations. Due to the very specialized nature of the project and the award amount, a limited number of firms will consider competing for the selection in this project.

RECOMMENDATION:

MDAD has expressed its need of promptly selecting one (1) A/E Consultant to perform Environmental Management Systems/ISO 14001:2015 Consultant Services. This project was Pre-Advertised as a Future Solicitation on June 21, 2022, for a period of two (2) weeks, and no questions or comments were received from the public. Furthermore, the formal advertisement period for this project was over a month, from August 16, 2022, to September 23, 2022.

Based upon the above facts, and MDAD's need for these services, it is recommended that the two (2) proposals received electronically via INFORMS be considered and evaluated through the A/E process.



Jorge Vital
A/E Consultant Selection Coordinator
Internal Services Department

September 23, 2022
Date

 09/26/2022



MIAMI DADE COUNTY
INTERNAL SERVICES DEPARTMENT

LIST OF RESPONDENTS

Project Name: ENVIRONMENTAL MANAGEMENT SYSTEM/ISO 14001:2015 CONSULTING SERVICES

Project No.: E22-MDAD-01

Measures: SBE/AE 20%, SBE/S 0.75%

No. of Agreements: 1

Contract Type: PROFESSIONAL SERVICES AGREEMENT

Submittal Date: 09/23/2022

Team No.: 1

Prime Local Preference: Yes

Prime Name: NV5 INC

FEIN No.: 271979486

Trade Name:

Sub-Consultants Name

Trade Name

Subs FEIN No.

a. NOVA CONSULTING INC

650577672

b. QUANTUM SPATIAL, INC.

391133181

c. EBS ENGINEERING INC

650492113

d. DVV CONSULTING, INC.

811913299

e. DORAL DIGITAL REPROGRAPHICS CORP

204073160

Team No.: 2

Prime Local Preference: Yes

Prime Name: APEX COMPANIES, LLC

FEIN No.: 521562320

Trade Name:

Sub-Consultants Name

Trade Name

Subs FEIN No.

a. AIRQUEST ENVIRONMENTAL INC

050529142

b. CRJ & ASSOCIATES INC

650969527

c. RES FLORIDA CONSULTING LLC

593667002

d. GIT CONSULTING LLC

651319891

e. DORAL DIGITAL REPROGRAPHICS CORP

204073160

f. EXP US SERVICES INC

460523964

FIRST - TIER MEETING DECEMBER 7, 2022		COMPETITIVE SELECTION COMMITTEE									
MIAMI-DADE AVIATION DEPARTMENT (MDAD) ENVIRONMENTAL MANAGEMENT SYSTEM/ISO 14001:2015 CONSULTANT SERVICES TABULATION SHEET SPD PROJECT NO. E22-MDAD-01		Gustavo Leal (MDAD)	Victor Mendez (MDAD)	Debbie Griner (WASD)	Mallika Muthiah (RER)	Roger Baptiste (WASD)	SUB-TOTAL	TOTAL & ADJ. QUALITATIVE SCORE	TOTAL ADJ. ORDINAL SCORES	ORDINAL RANKING	FINAL RANK
NAME OF FIRM(S)											
1	NV5, INC. (LOCAL)										
1A - Qualification of firms including team members associated to the project (Max. 50 points)		45	48	44	40	35	212				
2A - Knowledge and Past Experience of similar type projects (Max. 20 points)		17	19	18	14	16	84				
3A - Past Performance of the Firms (Max. 20 points)		18	18	17	15	18	86				
4A - Amount of Work Awarded and Paid by the County (Max. 5 points)		4	3	2	3	4	16				
5A - Ability of team members to interface with the County (Max 5 points)		4	5	4	4	5	22				
		88	93	85	76	78		420			
Ordinal Scores		2	1	1	2	2					
Dropped Ordinal Scores		2	1					5	2	2	
Dropped Qualitative Scores			93		76		251				
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											

Attachment D

Contractor Evaluations Report

Evaluation Date Start: End:



Capital Improvements Information System

Contractor Evaluations Report (All Contracts)

<u>Dept</u>	<u>Contract</u>	<u>Type</u>	<u>Contractor / Architect Name</u>	<u>Date</u>	<u>Rater</u>	<u>Period</u>	<u>Rate</u>
AV	E15-MDAD-03	PSA	APEX COMPANIES, LLC	2/22/2023	ANDREY MAIN	Interim	3.8
SP	EDP-SP-17-039.5	EDP	APEX COMPANIES, LLC	2/27/2023	Vivian Alfonso	Project conclusion or closeout	4.0
SP	EDP-SP-17-039.5	EDP	APEX COMPANIES, LLC	2/27/2023	Vivian Alfonso	Project conclusion or closeout	4.0
SW	EDP-SW-17769-21	EDP	APEX COMPANIES, LLC	2/27/2023	SYLVIA RODRIGUEZ	Interim	4.0
WS	EDP-WS-370-R	EDP	APEX COMPANIES, LLC	2/28/2023	REBECCA DAHDAH	Interim	4.0

Evaluation Count: 5 Contractors: 1 Average Evaluation: 4.0

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](#)

Apex Companies, LLC

System Vendor Number: 20186519

[Mark As Favorite](#)[View Summary](#)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	0000007755: Testing and Monitoring Service		Janet Peterson	7/22/2022 - 12/31/2025	\$0	\$5,384
Prime	Open	E15-MDAD-03: NF-ENVIRONMENTAL AND SAFETY MANAGEMENT SYSTEM		Janet Peterson	11/1/2016 - 10/31/2021	\$677,063	\$331,503
Subcontractor (Tier 1)	Open	EDP-PR-999999-21-019: Multiple Parks - ADA Compliance & Transition Plan	Rodriguez Peterson & Porras Architects, Inc.	Janet Peterson	4/20/2022 - 4/20/2027	\$0	\$0
Prime	Open	EDP-SP-17-039.5: Cruise Terminal C Restroom Improvement		Janet Peterson	11/22/2021 - 11/22/2026	\$2,637	\$2,630
Prime	Open	EDP-SW-17769-21: ASBESTOS SURVEY AT VARIOUS DSWM LOCATIONS		Janet Peterson	1/26/2021 - 1/26/2026	\$25,000	\$5,999
Prime	Open	EDP-WS-370-R: NT-2B: NDWWTP Site Preparation and Stormwater Master Plan		Janet Peterson	3/8/2021 - 3/8/2026	\$500,000	\$0

1 - 6 of 6 records displayed: [Previous Page](#) < Page [1](#) > [Next Page](#)Records per page [20](#) ▼[Customer Support](#)

Copyright © 2023 B2Gnow. All rights reserved.

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



MEMORANDUM

(Revised)

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

DATE: June 21, 2023

FROM: 
Gen Bonzon-Keenan
County Attorney

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

Please note any items checked.

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

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(A)(1)
6-21-23

RESOLUTION NO. _____ R-514-23

RESOLUTION APPROVING PROFESSIONAL SERVICES AGREEMENT BETWEEN MIAMI-DADE COUNTY AND APEX COMPANIES, LLC., FOR ENVIRONMENTAL MANAGEMENT SYSTEM/ISO 14001:2015 CONSULTING SERVICES, CONTRACT NO. E22-MDAD-01 IN AN AMOUNT NOT TO EXCEED \$1,102,750.00 FOR A TERM OF FIVE YEARS AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE THE AGREEMENT AND TO EXERCISE THE TERMINATION PROVISION CONTAINED THEREIN

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

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board hereby approves the award of the Professional Services Agreement to Apex Companies, LLC., for Environmental Management System/ISO 14001:2015 Consulting Services, Contract No. E22-MDAD-01, in an amount not to exceed \$1,102,750.00 for a term of five years, in substantially the form attached hereto and made a part hereof, and authorizes the County Mayor or County Mayor's designee to execute the agreement and to exercise the termination provision contained therein.

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

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

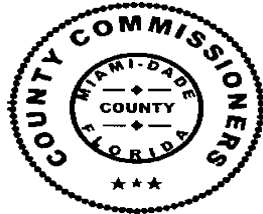
The Chairperson thereupon declared this resolution duly passed and adopted this 21st day of June, 2023. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override 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

JUAN FERNANDEZ-BARQUIN, CLERK

Basia Pruna

By: _____
Deputy Clerk



Approved by County Attorney as
to form and legal sufficiency.

David M. Murray

**PROFESSIONAL SERVICES AGREEMENT FOR
ENVIRONMENTAL MANAGEMENT SYSTEMS/ISO
14001:2015 CONSULTANT SERVICES FOR MIAMI-DADE
AVIATION DEPARTMENT
CONTRACT NO. E22-MDAD-01**

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

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

**and the
Consultant:** **Apex Companies, LLC**
8175 NW 12th Street, Suite 110
Doral, Florida 33126

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

**For the Project:
Consulting Services**

Environmental Management System/ISO 14001:2015

The Consultant will provide consulting services for ISO 14001:2015 or current certification to MDAD including but not limited to; the implementation of Environmental Management System (EMS) enhancement, periodic training of staff and internal audits conducted by ISO 14001 lead auditor, emergency drills, MDAD tenant environmental compliance audit including site visits and reporting, update, and preparation of MDAD Spill Prevention Control and Countermeasure Plan (SPCC Plan). Environmental consulting includes oversight, air quality reporting by certified industrial hygienist, testing, assessments, and inspections. Additionally, maintaining the MDAD Green Point intranet site as an integrated part of EMS. Simplifying, and managing all EMS manuals and documents, procedures, and information in an efficient and centralized manner. Sustaining compliance with the ISO 14001:2015 or current certification standards by keeping the management system constantly updated and in compliance with inspections and audits. Assisting and consulting in Environmental and legal regulatory compliance with local, state, and federal agencies.

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

PROFESSIONAL SERVICES AGREEMENT

TABLE OF CONTENTS

ARTICLE NO.	SUBJECT	PAGE NO.
ARTICLE 1	DEFINITIONS.....	1
ARTICLE 2	INFORMATION TO BE FURNISHED BY THE OWNER	8
ARTICLE 3	GENERAL PROVISIONS	9
ARTICLE 4	SERVICES TO BE PERFORMED	27
ARTICLE 5	COMPENSATION FOR SERVICES.....	31
ARTICLE 6	EQUAL EMPLOYMENT OPPORTUNITY AND AFFIRMATIVE ACTION	37
ARTICLE 7	REIMBURSABLE EXPENSES.....	41
ARTICLE 8	SPECIAL PROVISIONS.....	42
	SIGNATURES.....	44
EXHIBIT 1	NOT USED	
EXHIBIT 2	PRINCIPALS OF THE CONSULTANT	
EXHIBIT 3	CRITICAL PERSONNEL	
EXHIBIT 4	SMALL BUSINESS ENTERPRISE PARTICIPATION PROVISIONS, WORKSHEET, EXECUTED SBE UTILIZATION FORM/LETTER OF INTENT, EXECUTED CONTRACT PARTICIPATION FORM, AND BIDDER AND SUBCONTRACTOR INFORMATION	
Exhibit 5	FEDERAL AVIATION ADMINISTRATION (FAA) PROVISIONS	
	AFFIDAVITS	
	CERTIFICATE OF INSURANCE	

W I T N E S S E T H

ARTICLE 1

DEFINITIONS

- 1.1 **ADDITIONAL SERVICES:** Those services, in addition to the Primary Services in this Agreement, which the Architect/Engineer (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.
- DA 1.4 **AIRPORT:** shall mean Miami International Airport, MIA.
- 1.5 **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.
- 1.6 **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.
- 1.7 **ARCHITECT/ENGINEER (Consultant or Consultant):** The named entity on page 1 of this Agreement.
- 1.8 **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.
- 1.9 **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 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.
- 1.13 CONTRACTOR: The firm, company, corporation or joint venture contracting with the Owner for performance of Work covered in the Contract Documents.
- 1.14 DAYS: Reference made to Days shall mean consecutive calendar days.
- 1.15 DEDICATED SERVICES: Services performed pursuant to a Dedicated Allowance Account(s) that are beyond the requirements for Primary 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.
- 1.16 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.
- 1.17 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.
- 1.18 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.
- 1.19 DESIGN DEVELOPMENT: That portion of the Services comprising of the Primary Services which the Consultant shall perform in accordance with the terms of this Agreement when directed and authorized by Service Order.
- 1.20 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.
- 1.21 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 for each Primary Services Phase..

- 1.22 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.
- 1.23 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.
- 1.24 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.
- 1.25 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.
- 1.26 FIXED LUMP SUM: A basis for compensation of the Consultant for Services performed.
- 1.27 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.
- 1.28 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).
- 1.29 MULTIPLE OF DIRECT SALARIES: A basis for compensation of the Consultant for Services performed.
- 1.30 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.

- 1.31 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.
- 1.32 PHASE: The portion of the 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 "Primary 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 |
- 1.33 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.
- 1.34 PRIMARY SERVICES: Those services that the Consultant shall perform in accordance with the terms of the Agreement as directed and authorized by Service Order(s). Any Services not specifically addressed as Additional Services, Work Site Services, or Dedicated Services are considered Primary Services.
- 1.35 PRIMARY SERVICES FEE: The basis for compensation of the Consultant for the Primary Services performed under this Agreement.
- 1.36 PROBABLE CONSTRUCTION COST: The latest approved written estimate of Construction Cost to the midpoint of construction broken down by the 16 Division format developed by the Construction Specification Institute (CSI) or unit price bid items, including construction allowance contingencies, submitted to the Owner, in a format provided by the Owner, in fulfillment of the requirement(s) of this Agreement.
- 1.37 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 Primary Services requiring the submittal of a Probable Construction Cost.
- 1.38 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.

- 1.39 PROJECT: Project Elements and components of the Project Elements and Services set forth in this Agreement.
- 1.40 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.
- 1.41 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.
- 1.42 PROJECT MANAGER (PM): Individual designated by the Director to represent the Owner during the design and construction of the Project.
- 1.43 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.
- 1.44 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.
- 1.45 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.
- 1.46 REIMBURSABLE EXPENSES: Those expenses delineated in Article 6 “Reimbursable Expenses” of this Agreement which are separately approved by the Owner that are incurred by the Consultant in the fulfillment of this Agreement and which are to be compensated to the Consultant in addition to the Primary Services Fee.
- 1.47 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 Primary 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.
- 1.48 SCHEMATIC DESIGN: That portion of the Primary Services which the Consultant shall perform in accordance with the terms of this Agreement.
- 1.47 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.

- 1.48 SERVICES: All services, work and actions by the Consultant performed pursuant to or undertaken under this Agreement.
- 1.49 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.
- 1.50 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.
- 1.51 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.
- 1.52 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.
- 1.53 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.
- 1.54 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.
- 1.55 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.

- 1.56 WORK-RELATED SERVICES: Those portions of the Services comprising Phase 5 of the Primary Services that the Consultant shall perform in accordance with the terms of this Agreement when directed and authorized by a Service Order.
- 1.57 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.
- 1.58 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).

[the remainder of this page is intentionally left blank]

ARTICLE 2

INFORMATION TO BE FURNISHED BY THE OWNER

- 2.1 **INFORMATION TO BE FURNISHED BY THE OWNER:** The information to be furnished by the Owner will be delineated in each Service Order. The Owner will furnish the information to the Consultant no later than forty-five (45) days from the issuance of each Service Order.
- 2.2 **INFORMATION TO BE FURNISHED BY THE CONSULTANT:** The Consultant shall furnish, to the extent authorized herein, the professional services, salaries, wages, materials, equipment, etc., necessary to complete the services for the study which is described in Article 4. The Consultant shall diligently coordinate the performance of the services with the Department and its designees in order to provide for the expeditious, economical and efficient completion of the Primary Services described herein.
- 2.3 **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.

[the remainder of this page is intentionally left blank]

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 Order under this Agreement until the insurance required hereunder has been obtained and the Owner has approved such insurance. The Consultant shall maintain required insurance coverage for the full term of this Agreement or for such longer period(s) as may be specifically required herein.

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

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

- a. Workers' Compensation, as required by Chapter 440, Florida Statutes.
- b. Automobile Liability Insurance, covering all owned, non-owned, and hired vehicles used in connection with the work in an amount not less than \$1,000,000 combined single limit for bodily injury and property damage liability.
- c. Under no Circumstances are vehicles permitted on the Air Operations Area (AOA) without increasing automobile coverage to \$5,000,000. Only company owned or company leased vehicles leased from a leasing company will be

permitted on the airfield. No such vehicles shall be permitted airfield access following final acceptance of the Work.

- d. Commercial General Liability Insurance on a comprehensive basis, including contractual liability, products, and completed operations, in an amount not less than \$300,000 combined single limit, per occurrence for bodily injury and property damage. Miami-Dade County must be an Additional Insured with respect to this coverage.
- e. 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 ten percent (10%) of the limit of coverage. This insurance shall be maintained for one (1) 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 with 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 Primary 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 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 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. 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 5 "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 Environmental Management System Services, and to include all necessary items for the proper completion of such services. The Consultant shall perform, as Primary Services, such incidental work, which may not be specifically referenced, as necessary to complete the Project.

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

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

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

3.11 ACCOUNTING RECORDS OF CONSULTANT: The Owner reserves the right to audit the accounts and records of the Consultant including, but not limited to, payroll records and Federal Tax return, supporting all payments for Services hereunder on the basis of Multiple of Direct Salaries and Reimbursement of Actual Expenses incurred. Such audit may take place at any mutually convenient time during the performance of this Agreement and for three (3) years after final payment under this Agreement. The 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 three (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 three (3) years after any resulting final termination settlement; and
- (2) The Consultant shall make available records relating to appeals or to litigation or the settlement of claims arising under or relating to this 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, 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 A.O. 3-20 and Resolution No. 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, 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 fifty percent (50%) of the original fee earned to adapt the original copyrighted material to a new site.

3.13.4 The Owner shall have the right to modify the Project or any component thereof without permission from the Consultant or without any additional compensation to the Consultant. The Consultant shall be released from any liability resulting from such modification.

3.13.5 The Owner shall own rights to all passwords necessary to access Project registration and certification data submitted to the Green Building Certification Institute (GBCI) via internet websites or other means.

3.14 LAWS AND REGULATIONS:

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

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

3.14.3 Portions of the work produced under this Agreement may be determined by the Owner to contain Security Sensitive Information (SSI). Upon notification by the Owner, the 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 (2) weeks. In order to obtain a non-photo pass, the Consultant must submit a 48 Hour Advance Notification form with required information to the MDAD Security Division, ID Section, for all temporary workers requiring access to the MDAD Secured/AOA/SIDA/Sterile Areas or other restricted areas of the airport. Non-photo passes will not be issued to temporary workers who have failed a criminal history records check, are in possession of an expired work permit, and/or have an expired MDAD ID badge. Each employee must complete the SIDA training program conducted by MDAD and comply with all other TSA, DHS, CBP, FAA or MDAD requirements as specified by the MDAD at the time of application for the ID badge before an ID badge is issued. MDAD Security and Safety ID Section regularly provide SIDA Training.
- 3.18.5 Consultant Ramp Permits will be issued to the Consultant authorizing vehicle entrance to the Airfield Operations Area (AOA) through specified Miami-Dade Aviation Department guard gates for the term of any Project. These permits will be issued only for those vehicles (including vehicles belonging to the Subconsultant) that must have access to the site during the performance of the Work. These permits will be only issued to company owned vehicles or to company leased vehicles (leased from a commercial leasing company). AOA decals, passes, or permits to operate within the Secured/AOA/SIDA will not be issued to privately owned or privately leased vehicles. All vehicles operating within the Secured/AOA/SIDA must have conspicuous company identification signs (minimum of three (3) inch lettering) displayed on both sides of the vehicle.
- 3.18.5.1 All vehicles operating within the Secured/AOA/SIDA must be provided with the Automobile Liability Insurance required elsewhere in these General Conditions. Proof of such insurance shall be provided to MDAD Airside Operations Division upon request.
- 3.18.6 Vehicles delivering materials to the site will be given temporary passes at the appropriate guard gate. Such vehicles shall not be permitted to operate within the Secured/AOA/SIDA without MDAD escort to be provided by MDAD's Operations Division. To obtain an escort, the Consultant shall notify MDAD Airside

Operations Division in writing twenty-four (24) hours in advance of such need. These passes shall be surrendered upon leaving the Secured/AOA/SIDA. All vehicles shall be marked with company name to ensure positive identification at all times while in the Secured/AOASIDA.

- 3.18.7 Only Consultant management level staff and supervisors with pictured MDAD I.D. badges shall be allowed to operate a motor vehicle on the Secured/AOA/SIDA without MDAD escort except when operating a vehicle that requires a specialized license to operate (CDL). Such vehicles must be under MDAD Airside Operations escort when moving on the AOA unless said vehicle is operating in an approved MOT. The Consultant shall require such employee to have a current, valid, appropriate Florida driver's license and to attend and successfully complete the AOA Driver Training Course conducted periodically by the Department. The privilege of a person to operate a motor vehicle on the Secured/AOA/SIDA may be withdrawn by the Department due to violation of AOA driving rules, or loss of Florida driver's license, or other cause.
- 3.18.8 The Consultant agrees that its personnel, vehicles, cargo, goods, and other personal property are subject to being searched when attempting to enter, leave or while on the Secured/AOA/SIDA/Sterile Areas or other restricted areas of the airport. It is further agreed that the MDAD has the right to prohibit an individual, agent, or employee of the Consultant or Subconsultant from entering the Secured/AOA/SIDA/Sterile Areas or other restricted areas, based upon facts which would lead a person of reasonable prudence to believe that such individual might be inclined to engage in theft, cargo tampering, aircraft sabotage, or other unlawful activities, including failure to comply with TSA, DHS, FAA, CBP, and MDAD SIDA/access control policies, rules, and regulations. Any person denied access to the Secured/AOA/SIDA/Sterile areas or other restricted areas of the airport or whose prior authorization has been revoked or suspended on such grounds shall be entitled to a review hearing before the Director or his/her authorized designee within a reasonable time. Prior to such hearing, the person denied access to the Secured/AOA/SIDA/Sterile Areas or other restricted areas of the airport shall be advised, in writing, of the reasons for such denial.
- 3.18.8.1 The Consultant acknowledges and understands that these provisions are for the protection of all users of the Secured/AOA/SIDA/Sterile Areas and are intended to reduce the incidence of terrorism, thefts, cargo tampering, aircraft sabotage, and other unlawful activities at the Airport and to maximize compliance with TSA, DHS, CBP, FAA, and MDAD access control policies and procedures.
- 3.18.9 The Consultant understands and agrees that vehicle and equipment shall not be parked/stored on the Secured/AOA/SIDA in areas not designated or authorized by MDAD nor in any manner contrary to any posted regulatory signs, traffic control devices, or pavement markings.
- 3.18.10 The Consultant understands and agrees that all persons entering and working in or around arriving international aircraft and facilities used by the various Federal

Inspection Services (FIS) agencies may be subject to the consent and approval of such agencies. Persons not approved or consented to by the FIS 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 FIS 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 required employees participate in such safety, security, and other training and instructional programs, as MDAD or appropriate Federal agencies may require from time to time.
- 3.18.13 The Consultant agrees that it will include in all contracts and subcontracts with its MIA Subconsultants, service providers, and suppliers an obligation by such parties to comply with all security requirements applicable to their operations at the Airport. The Consultant agrees that in addition to all remedies, penalties, and sanctions that may be imposed by TSA, DHS, CBP, FAA, or the MDAD upon the Consultant's Subconsultants, suppliers, and their individual employees for a violation of applicable security provisions, the Consultant shall be responsible to the Owner for all such violations and shall indemnify and hold the Owner harmless for all costs, fines and penalties arising there from, such costs to include reasonable attorneys' fees.
- 3.18.14 In addition to the foregoing, the Consultant shall be required to comply with the U.S. Customs and Border Protection (CBP) requirements for obtaining CBP seals for those Consultant employees that will be involved within the CBP/FIS environment at MIA. The Consultant shall be responsible for all related fees for required bonding, fingerprinting, and background investigations of Consultant personnel.
- 3.18.15 The employee(s) of the Consultant shall be considered to be at all times its employee(s), and not an employee(s) or agent(s) of the County or any of its departments. The Consultant shall provide employee(s) competent and physically capable of performing the Work as required. The County may require the Consultant to remove any employee it deems unacceptable.
- 3.19 NON-EXCLUSIVITY: Notwithstanding any provision of this Non-Exclusive Agreement, the Owner is not precluded from retaining or utilizing any other Consultant, or other consultant to perform any incidental Primary 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 10.05, Environmental Engineering – Contamination Assessment and Monitoring; 9.09, Soils, Foundations and Materials Testing – OSHA; 10.06, Environmental Engineering - Remedial Action Plan Design; 10.07, Environmental Engineering - Remedial Action Plan Implementation/ Operation/Maintenance; 10.09, Environmental Engineering - Wellfield, Groundwater, and Surface Water Protection and Management; 25.00, Aviation Planning Consultant Services. The Consultant is responsible for the professional quality, technical accuracy, completeness, performance and coordination of all work required under the Agreement (including the work performed by Subconsultants), within the specified time period and specified cost. The Consultant shall perform the work utilizing the skill, knowledge, and judgment ordinarily possessed and used by a proficient consulting Consultant with respect to the disciplines required for the performance of the work in the State of Florida. The Consultant is responsible for, and represents that the work conforms to, the Owner's requirements as set forth in the Agreement. The Consultant shall be and remain liable to the Owner for all damages in accordance with applicable law caused by any failure of the Consultant or its Subconsultants to comply with the terms and conditions of the Agreement or by the Consultant's or Subconsultants' misconduct, unlawful acts, negligent acts, errors, or omissions in the performance of the Agreement. The Consultant is responsible for the performance of work by Subconsultants and in approving and accepting such work, ensures the professional quality, completeness, and coordination of Subconsultant's work.
- 3.21.2 In addition to all other rights and remedies that the Owner may have, the Consultant shall, at its expense, re-perform the services to correct any deficiencies that result from the Consultant's failure to perform in accordance with the above standards. The Consultant shall also be liable for the cost of replacement or repair of any defective materials and equipment and re-performance of any non-conforming construction services resulting from such deficient Consultant services for a period from the commencement of this Agreement until twelve (12) months following final acceptance of the Work or for the period of design liability required by applicable law.
- 3.21.3 The Owner shall notify the Consultant in writing of any deficiencies and shall approve the method and timing of the corrections. Neither Owner's inspection, review, approval, or acceptance of, nor payment for, any of the work required under the Agreement shall be construed to relieve the Consultant or any Subconsultant of its obligations and responsibilities under the Agreement, nor

constitute a waiver of any of the Owner's rights under the Agreement or of any cause of action arising out of the performance of the Agreement.

- 3.21.4 Upon Owner's notification of deficient or defective work stemming from the Consultant's services, the Consultant shall have fourteen (14) days to respond to the Owner's claim. The Owner shall implement its procedure for administrative review of the claim with notification to the Consultant of the findings from that review. Upon notification, the Consultant shall have fourteen (14) days to request reconsideration of the findings.
- 3.22 Consultant PERFORMANCE EVALUATION: In accordance with Administrative Order 3-39 entitled "Standard Process for Construction of Capital Improvements, Acquisition of Professional Services, Construction Contracting, Change Orders, and Reporting", the Consultant is advised that a performance evaluation of the services rendered throughout this Agreement will be completed by the Owner and kept in Miami-Dade County files for evaluation of future solicitations.
- 3.23 ENTIRETY OF AGREEMENT: This Agreement represents the entire and integrated Agreement between the Owner and the Consultant and supersedes all prior negotiations, representations, or agreements between the parties hereto, either written or oral, pertaining to the Project(s). This Agreement shall not be amended except by written Amendment.
- 3.24 PROMPT PAYMENT: It is the policy of Miami-Dade County that payment for all purchases by County agencies and the Public Health Trust shall be made in a timely manner and that interest payments be made on late payments. In accordance with Florida Statutes, Section 218.74 and Section 2-8.10.4.01, of the Miami-Dade County Code, the time at which payment shall be due from the County or the Public Health Trust shall be fourteen (14) calendar days from receipt of a proper invoice. All payments due from the County or the Public Health Trust, and not made within the time specified by this section, shall bear interest from thirty (30) days after the due date at the rate of one percent (1%) per month on the unpaid balance. Further, proceedings to resolve disputes for payment of obligations shall be concluded by final written decision of the County Mayor, or his or her designee(s), not later than sixty (60) days after the date on which the proper invoice was received by the County or the Public Health Trust.
- 3.25 CERTIFICATION OF WAGE RATES: In accordance with Florida Statute 287.055, 5(a), the Consultant firm hereby certifies and warrants that wage rates and other factual unit costs, as submitted in support of the compensation provided are accurate, complete and current as of the date of this Agreement. It is further agreed that said compensation shall be adjusted to exclude any significant costs where the County shall determine that the contract price of services was increased due to inaccurate, incomplete or unclear wage rates or other factual unit costs. All such contract compensation adjustments shall be made within one (1) year from the date of final billing or acceptance of the work by the County, or one (1) year following the end of the contract, whichever is later.
- 3.26 ETHICS COMMISSION: Pursuant to Section 2-11.1(y) of the Code of Miami-Dade County, The Ethics Commission shall be empowered to review, interpret, render advisory

opinions and letters of instruction and enforce the Conflict of Interest and Code of Ethics Ordinance. Jurisdiction of the Ethics Commission shall automatically extend to Commissioners, the Mayor, autonomous personnel, quasi-judicial personnel, departmental personnel, employees, contract staff, advisory personnel, immediate family, lobbyists as defined in subsections (b) and (s) who are required to comply with the Conflict of Interest and Code of Ethics Ordinance; and any other person required to comply with the Conflict of Interest and Code of Ethics Ordinance including, but not limited to, contractors, Consultants and vendors. In the event that the Ethics Commission does not assume jurisdiction as provided in the preceding sentence, the Ethics Commission may refer the complaint to the State Attorney for appropriate action. Notwithstanding the foregoing, the Ethics Commission shall not have jurisdiction to consider an alleged violation of subsection (c) if the requirements of subsection (c) have been waived for a particular transaction as provided therein. The term "contract staff" shall mean any employee and/or principal of an independent contractor, subcontractor (of any tier), Consultant or sub-Consultant (of any tier), designated in a contract with the County as a person who shall be required to comply with the provisions of Subsections 2- 11.1(g), (h), (j), (l), (m), (n) and (o) of the Conflict of Interest and Code of Ethics Ordinance. Prior to determining whether to designate a person as contract staff in a RFP, RFQ, bid or contract, the Mayor or his or her designee shall seek a recommendation from the Executive Director of the Ethics Commission. The Consultant must provide the Ethics Commission with a written report regarding its compliance with any restriction contained in the advisory opinion issued by the Ethics Commission to the Contractor, sub-Consultants, or team members within ninety (90) days of each task assignment. The report must be submitted to the Executive Director, Commission on Ethics and Public Trust at 19 West Flagler St., Suite 207, Miami, Florida 33130.

- 3.27 **TRUTH IN NEGOTIATION:** Pursuant to A.O. 3-39 and Florida Statutes Chapter 287.055 5(a): For all lump-sum costs or costs plus a fixed fee contract in which a fee will exceed One Hundred Ninety-Five Thousand Dollars (\$195,000; 287.017 – category four), the County will require the firm receiving the award to execute a Truth-In-Negotiation Certificate as required by Chapter 287, Florida Statutes.
- 3.28 **EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY):** Consultant is required to enroll in the United States Citizenship and Immigration Services E-Verify system, and to utilize that system to verify the employment eligibility of all persons performing work for the Consultant under this Agreement. Consultant shall incorporate this requirement into all of its subcontracts as well.
- 3.29 **AMERICANS WITH DISABILITIES ACT (ADA) STANDARDS:** The design of this project shall meet the standards delineated in the 2010 ADA Standards for Accessible Design.
- 3.30 **ACCOUNTS RECEIVABLE ADJUSTMENTS:** In accordance with Miami-Dade County Implementing Order 3-9, Accounts Receivable Adjustments, if money is owed by the Consultant to the County, whether under this Contract or for any other purpose, the County reserves the right to retain such amount from payment due by County to the Consultant

under this Contract. Such retained amount shall be applied to the amount owed by the Consultant to the County. The Consultant shall have no further claim to such retained amounts which shall be deemed full accord and satisfaction of the amount due to the Consultant for the applicable payment due herein.

- 3.31 **ACCESS TO PUBLIC RECORDS:** The Consultant shall comply with the Public Records Laws of the State of Florida, including but not limited to: (1) keeping and maintaining all public records that ordinarily and necessarily would be required by Miami-Dade County (County) in order to perform the service; (2) providing the public with access to public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law; (3) ensuring that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (4) meeting all requirements for retaining public records and transferring, at no cost, to the County all public records in possession of the Consultant upon termination of the contract and destroying any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements upon such transfer. In addition, all records stored electronically must be provided to the County in a format that is compatible with the information technology systems of the County. Failure to meet any of these provisions or to comply with Florida's Public Records Laws as applicable shall be a material breach of the agreement and shall be enforced in accordance with the terms of the agreement.

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

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

[the remainder of this page is intentionally left blank]

ARTICLE 4

PRIMARY SERVICES TO BE PERFORMED

- 4.1 **START OF WORK:** No Services under this Agreement shall be performed by the Consultant prior to the receipt of an appropriate Service Order. Each Service Order shall specify

4.1.1 the scope of work, time of completion, deliverables and total compensation for the services authorized;

4.1.2 the consequences for failure of the Consultant to meet the Projected schedule.

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

- 4.2 **PRIMARY SERVICES SCHEDULE AND SUMMARY:** The Consultant agrees to furnish or cause to be furnished to the extent authorized by Service Order all Environmental Management System Services, as further specified below, designated as Primary Services.

Prior to receipt by the Consultant of a Service Order to proceed with any agreed work, the Consultant shall prepare and submit to the Owner, for its review and approval, a schedule for the particular primary service to be performed, a proposed fee and schedule.

The Consultant is firmly obligated to complete the services in accordance with the negotiated fee and schedule, and shall furnish sufficient personnel, equipment, and facilities and shall work such hours as necessary to assure such completion. The Consultant shall meet as specified in the Service Order with the Project Manager to review the Consultant's progress. The Consultant may request modifications to the schedule 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 services prescribed in the Special Provisions (Article 8) of this Agreement and all other services normally required for an airport project of this type.

4.2.2 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.

4.2.3 All Primary Services shall comply with and be in conformance to the Owners requirements.

4.2.4 Throughout the Primary Services, the Consultant shall coordinate its Services with other Owner provided consultants, as specified in the Service Order.

4.2.5 The Consultant shall submit to the Owner the deliverables listed under the Service Order in the format approved by the Owner. 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 therefore.

- 4.2.6 Throughout the Primary Services, the Consultant shall assist the Owner in identifying work that is eligible for Federal/State grant-in-aid participation. The Consultant shall assist in reviewing applications prepared by the Owner and the Project Manager as applicable.

4.3 MEETINGS AND REPORTS

- 4.3.1 Meetings: As part of providing the Primary Services, the Consultant shall attend all meetings wherein information relating to the Primary 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 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 Consultants, 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.

4.4 ADDITIONAL AND WORK-SITE SERVICES

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

- 4.4.2 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.

4.4.2.1 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.

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

4.4.2.3 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.

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

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

4.4.2.5 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).

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

4.4.2.7 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.

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

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

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

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

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

4.4.2.13 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.

4.4.2.14 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.

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

4.5 WORK-SITE SERVICES

At the sole option of the Owner and after receipt of a Service Order specifically authorizing such Services, the A/E shall provide Work-Site Services as set forth herein. In discharging such Services, the Architect/Engineer shall provide an on-site resident Field Representative(s) approved by the Owner who shall act as the agent of the Architect/Engineer. The Work-Site Services shall be defined by Service Order, performed in accordance with the MDAD Construction Inspection Services Manual, and agreed to by the Architect/Engineer and the Owner.

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

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

[the remainder of this page is intentionally left blank]

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 Primary Services, Work Site, Work-Related and Additional Services and Reimbursable Expenses performed shall not exceed **ONE MILLION DOLLARS (\$1,000,000.00)** 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 **\$180** 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 **2.85** times the direct salaries for all home office support personnel. Unless otherwise changed as provided for hereinafter, the maximum rate of compensation for personnel (excluding the multiple of direct salary) shall be in accordance with the table below, Job Classifications and Maximum Raw Rates. If the 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	\$180.00*
	MAXIMUM RAW RATES
Project Manager	\$64.91
Professional Engineer	\$64.91
Assistant Field Representative	\$29.83
ISO 14001:2015 Certified Lead Auditor	\$66.67
Certified Industrial Hygienist	\$66.67
Administrative Support/Clerical	\$28.07

***Hourly Flat Rate**

The maximum F L A T rate of compensation for all other office personnel, not listed above, shall not exceed \$185.00 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

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

EXAMPLE

Hours worked during week = 50

Pay rate = \$30/hr.

Multiplier = 2.65

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

- 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.

5.1.4.1 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.

- 5.2 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 **ONE HUNDRED THOUSAND DOLLARS (\$100,000.00)**, 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 **TWO THOUSAND SEVEN HUNDRED FIFTY DOLLARS (\$2,750.00)**. 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 **ONE MILLION ONE HUNDRED TWO THOUSAND SEVEN HUNDRED FIFTY DOLLARS (\$1,102,750.00)**. 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.

[the remainder of this page is intentionally left blank]

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:

6.6.1 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.

6.6.2 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.

- 6.6.3 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.
- 6.6.4 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.

[the remainder of this page is intentionally left blank]

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.

- 7.1 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.
- 7.2 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.
- 7.3 All costs for printing and reproduction, in excess of that required under Primary Services, 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.
- 7.4 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 A.O. 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.
- 7.5 Building Information Modeling (BIM) software license fees (if applicable) for license obtained under the Owner's name will be reimbursed.

[the remainder of this page is intentionally left blank]

ARTICLE 8

SPECIAL PROVISIONS

- 8.1 The project scope includes but is not limited to conducting Consulting/Regulatory Compliance Audits and other Environmental Management Services to meet Regulatory Compliance on an as needed basis. Responsibilities associated with these services include, but are not limited to, the following:
- 8.1.1 Assist MDAD in the management of the environment practices and the enhancement of its environmental and safety credentials;
- 8.1.2 Provide International Organization for the Standardization (ISO) 14001:2015 consultation to MDAD, including implementation of Environmental Management System (EMS) enhancements, periodic training of staff, and auditing services;
- 8.1.3 Maintain MDAD Green Point intranet site as an integrated part of EMS, aiming to create, simplify, and manage all EMS manuals and documents, procedures, and information in an efficient and centralized manner; and;
- 8.1.4 Sustain compliance with the ISO 14001:2015 standard by keeping management systems constantly updated for inspections and external audits. Sustain compliance with the ISO 14001:2015 standard and with the FAA SMS by keeping management systems constantly updated for inspections and external audits.
- 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.
- 8.2 The Consultant shall furnish or cause to be furnished all related engineering services, including all civil, structural, electrical; maintenance of traffic; safety plans; environmental including removal and disposal of contaminated soils/water, asbestos abatement, erosion control, Stormwater Pollution Prevention Plan (SWPPP) provisions, and preliminary applications for the dewatering permits; regulatory compliance; lighting; communications; as well as other related airfield facilities.
- 8.3 At any time during the term of this Agreement, the Owner can require the Consultant provide Project Specific Professional Liability Insurance in the amount of \$1,000,000 (or such other amount as may be specified in these Special Provisions) per claim to last the life of the Project plus three (3) years. The premium for this coverage shall be reimbursed to the Consultant in accordance with Article 7, "Reimbursable Expenses", of this Agreement.
- 8.4 Pursuant to Article 2.1, the Consultant maybe furnished accordingly by MDAD with documents or access thereto, as referenced in Primary Services.
- 8.5 Article 3.29, Americans with Disabilities Act (ADA), as applicable.

8.6 Pursuant to Article 6.7, the contract measures for this Agreement are:

Small Business Enterprise (SBE/AE) goal of twenty percent (20%)

Small Business Enterprise (SBE/G&S) goal of twenty percent (0.75%)

8.7 The deduction of one quarter (1/4) of one (1) percent from each progress payment to pay or 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.

[the remainder of this page is intentionally left blank]

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

ARCHITECT/ENGINEER (CORPORATION)
Apex Companies, LLC Legal Name of Corporation

ATTEST:

Secretary: [Signature]
Signature and Seal

By: [Signature]
Architect/Engineer - Signature

MATT C HARDESTY
Type Name

Diane Anderson, Regional Vice President
Type Name & Title

ARCHITECT/ENGINEER (INDIVIDUAL, PARTNERSHIP, OR JOINT VENTURE)

Legal Name

Witness: _____

By: _____
Signature

Witness: _____

By: _____
Signature

FEIN _____

MIAMI-DADE COUNTY BOARD OF COUNTY COMMISSIONERS

By: _____
Mayor

ATTEST: Harvey Ruvin, Clerk

BY: _____
(Miami-Dade County Seal)

Approved for Form and Legal Sufficiency

(Assistant County Attorney)

EXHIBIT 1

NOT USED

EXHIBIT 2

PRINCIPALS OF THE CONSULTANT

Principals:

Diane Anderson, Apex Regional Manager

Janet M. Peterson, P.G., Apex Branch Manager

EXHIBIT 3

CRITICAL PERSONNEL

(Refer to Sub-article 3.20)

Name: Cibelis Rosado-Mota

Title: Project Manager

EMS Certified Lead Auditor ISO 14001:2015

Environmental Management System Consultant

EXHIBIT 4

SMALL BUSINESS ENTERPRISE (SBE) PARTICIPATION PROVISIONS, WORKSHEET, EXECUTED SBE UTILIZATION FORM/LETTER OF INTENT, EXECUTED CONTRACT PARTICIPATION FORM, AND BIDDER AND SUBCONTRACTOR INFORMATION

Exhibit 5

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 Contract Provisions Issued on January 29, 2016, Page 19 AIP Grants and Obligated Sponsors Airports (ARP) unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Consultant will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Consultant becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Consultant may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the Consultant may request the United States to enter into the litigation to protect the interests of the United States.

7. During the performance of this contract, the Consultant, for itself, its assignees, and successors in interest (hereinafter referred to as the “Consultant”) agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

- a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- b) 49 CFR part 21 (Non-discrimination in Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- c) The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- d) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- e) The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- f) Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- g) The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation 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: Environmental Management Systems / ISO 14001:2015

PROJECT NUMBER: E22-MDAD-01

COUNTY OF Dade

STATE OF Florida

Before me the undersigned authority appeared Diane Anderson (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

Apex Companies, LLC
(Name of Entity)

8175 NW 12th Street, Suite 110, Doral, FL 33126
(Address of Entity)

512-11561231210
Federal Employment Identification Number

hereinafter referred to as the Entity being its

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

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

AFF-1

Contract No. E22-MDAD-01

MDC087

**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.]**

AFF-2

Contract No. E22-MDAD-01

MDC088

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

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

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

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

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

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

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

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

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

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

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

AFF-3

Contract No. E22-MDAD-01

MDC089

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. E22-MDAD-01 Federal Employer Identification No. (FEIN): 52-1562320
 Contract Title: Environmental Management Systems/ISO 14001; 2015

Affidavits and Legislation/Governing Body

1.	<i>Miami-Dade County Ownership Disclosure Affidavit (Section 2-8.1 of the Code of Miami-Dade County)</i>	9.	<i>Miami-Dade County Living Wage Affidavit (Section 2-8.9 of the Code of Miami-Dade County)</i>
2.	<i>Miami-Dade County Employment Disclosure Affidavit (Section 2.8.1(d)(2) of the Code of Miami-Dade County)</i>	10.	<i>Miami-Dade County Domestic Leave and Reporting Affidavit (Article VIII, Section 11A-60 - 11A-67 of the Code of Miami-Dade County)</i>
3.	<i>Miami-Dade County Employment Drug-free Workplace Certification (Section 2-8.1.2(b) of the Code of Miami-Dade County)</i>	11.	<i>Miami-Dade County Verification of Employment Eligibility (E-Verify) Affidavit (Section 448.095, of the Florida State Statutes)</i>
4.	<i>Miami-Dade County Disability and Nondiscrimination Affidavit (Section 2-8.1.5 of the Code of Miami-Dade County)</i>	12.	<i>Miami-Dade County Pay Parity Affidavit (Resolution No. R-1072-17)</i>
5.	<i>5. Miami-Dade County Debarment Disclosure Affidavit (Section 10.38 of the Code of Miami-Dade County)</i>	13.	<i>Miami-Dade County Suspected Workers' Compensation Fraud Affidavit (Resolution No. R-919-18)</i>
6.	<i>Miami-Dade County Vendor Obligation to County Affidavit (Section 2-8.1 of the Code of Miami-Dade County)</i>	14.	<i>Office of the Inspector General (Section 2-1076 of the Code of Miami-Dade County)</i>
7.	<i>Miami-Dade County Code of Business Ethics Affidavit (Article I, Section 2-8.1(i) of the Code of Miami-Dade County)</i>	15.	<i>Small Business Enterprises The County endeavors to obtain the participation of all small business enterprises pursuant to Sections 2-8.1.1.1.1, 2-8.1.1.1.2 and 2-8.2.2 of the Code of Miami-Dade County and Title 49 of the Code of Federal Regulations.</i>
8.	<i>Miami-Dade County Family Leave Affidavit (Article V of Chapter 11 of the Code of Miami-Dade County)</i>	16.	<i>Antitrust Laws By acceptance of any contract, the Contractor agrees to comply with all antitrust laws of the United States and the State of Florida.</i>

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

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

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

AFF-4

Contract No. E22-MDAD-01

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)

Diane Anderson
(Print Name of Authorized Representative)

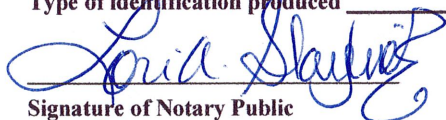
Title Regional Vice President

Date 2/9/2023

Notary Public Information

Notary Public – State of Florida County of Hillsborough
Subscribed and sworn to (or affirmed) before me this 9th day of, Feb 20 23
by Diane Anderson He or she is personally known to me ☒ or has produced I.D. ☐

Type of identification produced _____



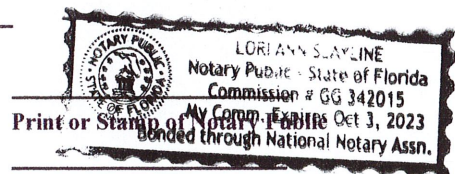
Signature of Notary Public

10-3-23

Expiration Date

GG342015

Serial Number



Notary Public Seal

AFF-5

Contract No. E22-MDAD-01

MDC091

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

(Insert Here)

Contract No. E22-MDAD-01

MDC092

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)

Local Business Tax Receipt

Miami-Dade County, State of Florida

-THIS IS NOT A BILL - DO NOT PAY

LBT

7288396

RECEIPT NO.

RENEWAL

7577140

BUSINESS NAME/LOCATION

APEX COMPANIES LLC

8175 NW 12TH ST STE 110

DORAL, FL 33126-1828

EXPIRES
SEPTEMBER 30, 2023

Must be displayed at place of business
Pursuant to County Code
Chapter 8A - Art. 9 & 10



OWNER

APEX COMPANIES, LLC

C/O FABIANSKI DAVID J MGR, APEX

COMPANIES LLC

SEC. TYPE OF BUSINESS

212

CONSULTANT

**PAYMENT RECEIVED
BY TAX COLLECTOR**

60.00 08/09/2022

INT-22-385059

This Local Business Tax Receipt only confirms payment of the Local Business Tax. The Receipt is not a license, permit, or a certification of the holder's qualifications, to do business. Holder must comply with any governmental or nongovernmental regulatory laws and requirements which apply to the business.

The RECEIPT NO. above must be displayed on all commercial vehicles - Miami-Dade Code Sec 8a-276.

For more information, visit www.miamidade.gov/taxcollector



CERTIFICATE OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/10/2023

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 The Graham Company The Graham Building 1 Penn Square West Philadelphia PA 19102-		CONTACT NAME: John Kilgariff/Brett Nealis PHONE (A/C, No, Ext): 215-701-5291 E-MAIL: KILGARRIFF_UNIT@grahamco.com ADDRESS: KILGARRIFF_UNIT@grahamco.com		
INSURED Apex Companies, LLC 15850 Crabbs Branch Way Suite 200 Rockville MD 20855-2616 APEXCOM-01		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A: Starr Surplus Lines Insurance Company		13604
		INSURER B: Liberty Insurance Corporation		42404
		INSURER C: Tokio Marine America Insurance Company		10945
		INSURER D:		
		INSURER E:		
INSURER F:				

COVERAGES **CERTIFICATE NUMBER: 1162964505** **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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:	Y	1000065707221	7/31/2022	7/31/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY ☒ \$2,500 Comp ☒ \$2,500 Coll	Y	AS5-Z51-294467-022	7/31/2022	7/31/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☐ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$		1000336571221	7/31/2022	7/31/2023	EACH OCCURRENCE \$ 25,000,000 AGGREGATE \$ 25,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	WVC7-Z51-294467-012	7/31/2022	7/31/2023	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A C	Professional/Pollution Liability Contractors Equipment		1000065707221 CPP6411631	7/31/2022 7/31/2022	7/31/2023 7/31/2023	Per claim/Aggregate Leased/Rented Equip 1M/2M 325,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Property Policy - Tokio Marine America Insurance Company Policy #CPP6411631; Policy Period 7/31/2022 - 7/31/2023

RE: The Nature of work the company engages in at Miami International Airport - Environmental and Safety Management Systems Consulting Services, contract/project #E22-MDAD-01

Miami-Dade Aviation Department and Miami Dade County are additional insureds on the above General Liability and Auto Liability Policies if required by written contract.

The above Excess Liability Policy provides coverage excess over the above Auto Liability Policy.

CERTIFICATE HOLDER Miami Dade County Aviation Department Attn: Airside Operations PO 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 <i>Kenneth L. Swell</i>
--	---

APPROVED
FEB 24 2023

MDAD RISK MANAGEMENT
JENNY HARWOOD

Pre-Award Supplier/Vendor Compliance Checklist	
Supplier/Vendor Name:	Apex Companies, LLC.
Fictitious Name:	None
FEIN:	52-1562320
Contract/Bid/Pool No.:	E22-MDAD-01, ENVIRONMENTAL MGNT SYST/ISO 14001:2015
Is Supplier/Vendor Registration Application Current?	
NOTE: If vendor is a Bidder , reach out to VOSS to assist with vendor conversion to Supplier .	Suppliers Navigation: Finance/Supply Chain (FSCM > Supplier Administration > Maintain Supplier > Maintain Supplier
Confirm Supplier/Vendor Registration Status	SUPPLIER SUMMARY: -STATUS -OPEN FOR ORDERING Yes ☒ No ☐
Confirm Supplier/Vendor DBA Status <i>(if applicable)</i>	Address Tab: -Payment/Withholding Alt Names -Payment Alternate Name (expand) Yes ☒ No ☐
Confirm Supplier/Vendor Mail Code Status	Address/Contact Tabs: Yes ☒ No ☐
Does Supplier/Vendor Appear on the Following:	
SBD Certified Firms	Identifying Information Tab: <i>(Interface from B2G)</i> -Additional Reporting Elements (expand) Yes ☐ No ☒
	Comments:
Debarred Contractors	Identifying Information Tab: -Government Classification -Government Sources -Certification Source (DEBARRED) Yes ☐ No ☒
	Comments:
Non Performance History	Identifying Information Tab: -Government Classification -Government Sources -Certification Source (TBD) Yes ☐ No ☒
	Comments:
Delinquent Contractor Report - INFORMS	Navigation: (do not use tiles) - and go to Menu (Top Right Corner)>Navigator>Finance/Supply Chain (FSCM)>Miami-Dade County>Account Receivable> Extensions>Delinquent Contractor Yes ☐ No ☒

Pre-Award Supplier/Vendor Compliance Checklist		
Supplier/Vendor Name:	Apex Companies, LLC.	
Fictitious Name:	None	
FEIN:	52-1562320	
Contract/Bid/Pool No.:	E22-MDAD-01, ENVIRONMENTAL MGNT SYST/ISO 14001:2015	
		Comments:
Completed Affidavits		Affidavits Tab:
		Yes ☒ No ☐
		Comments:
NOTE: Print Screen of all Affidavits (1-13) and include as part of Compliance Package.		
Local Business and Property Taxes		Identifying Information Tab:
		-Government Classification -Government Sources Certification Source (LBT) NOTE: Partial information, INFORMS doesn't provide status (arrears) nor Property Taxes
		Yes ☒ No ☐
		Comments:
NOTE: Pursuant to Section 2-8.1(c), any property or business taxes due to the County must be paid, as a condition of contract award/pool inclusion. Print Screen of taxes due and inform Supplier/Vendor. Advise Manager, who will consult with CPO for determination of Supplier/Vendor responsibility. Suppliers/Vendors affirming Local or Locally Headquartered Preference must have LBT or provide exemption.		
State of Florida Corporations (Sun Biz)	Yes ☒ No ☐	
	Comments:	
Compliance Report and/or Workforce Violations (SBD)	Yes ☐ No ☒	
	Comments:	
Florida Convicted Vendor List	Yes ☐ No ☒	
	Comments:	
Suspended Contractors	Yes ☐ No ☒	
	Comments:	
Florida Suspended Contractors	Yes ☐ No ☒	
	Comments:	
Scrutinized Companies - 287.135, FS	Yes ☐ No ☒	
	Comments:	
Scrutinized Companies that Boycott Israel - 215.4725, FS	Yes ☐ No ☒	
	Comments:	
System for Award Management (SAM)	Yes ☐ No ☒	
	Comments:	

Pre-Award Supplier/Vendor Compliance Checklist		
Supplier/Vendor Name:	Apex Companies, LLC.	
Fictitious Name:	None	
FEIN:	52-1562320	
Contract/Bid/Pool No.:	E22-MDAD-01, ENVIRONMENTAL MGNT SYST/ISO 14001:2015	
Google Search	Yes ☒	No ☐
	Comments:	
NOTE: Only Suppliers/Vendors being considered for award or establishment of Pool requiring BCC approval. Search parent		
Department of Justice	Yes ☐	No ☒
	Comments:	
Local Certified Veteran Business Enterprise	Yes ☐	No ☒
	Comments:	
Find E-Verify Participant Employers	Yes ☒	No ☐
	Comments:	
OSHA Enforcement Inspections	Yes ☒	No ☐
	Comments: Partial	
NOTE: Applicable to Construction Contracts, Master Developer and Design-Build Agreements.		
Prepared By: <i>Claudia Portocarrero, Procurement Contracting Officer</i>		Date: 02/01/2023

Confirm Supplier/Vendor Registration Status

Summary	Identifying Information	Address	Contacts	Location	Affidavits	Additional Information	Custom
---------	-------------------------	---------	----------	----------	------------	------------------------	--------

SetID	MDC		
Supplier ID	0000007016		
Supplier Short Name	APEX COMPA	APEX COMPA-001	
Supplier Name	APEX COMPANIES LLC		
Order	APEX COMPA-001 15850 CRABBS BRANCH WAY, STE 200 ROCKVILLE, MD 21204		
Remit To	APEX COMPA-001 PO BOX 69142 BALTIMORE, MD 21264-9142		
Status	Approved	Last Modified By	MD_CONVERSION
Persistence	Regular	Last modified date	02/23/2021 12:53PM
Classification	Outside Party	Created By	GERMANP
HCM Class		Created Date/time	10/22/2019 12:00AM
Open for Ordering	Yes	Last Activity Date	11/15/2022
Withholding	Yes		
VAT	No		

Save	Return to Search	Previous in List	Next in List	Notify	Add	Update/Display	Include History
------	------------------	------------------	--------------	--------	-----	----------------	-----------------

Confirm Supplier/Vendor DBA Status (if applicable)

Summary	Identifying Information	Address	Contacts	Location	Affidavits	Additional Information	Custom
---------	-------------------------	---------	----------	----------	------------	------------------------	--------

SetID	MDC	Supplier Address Search	
Supplier ID	0000007016	Short Supplier Name	APEX COMPA-001
		Supplier	APEX COMPANIES LLC

Supplier Address 1 of 2 [View All](#)

Address ID 1

Description 01 PURCHASE ORDER ADDRESS

Details 1 of 1 [View All](#)

Effective Date	01/01/1901	Effective Status	Active
Country	USA	United States	
Address 1	15850 CRABBS BRANCH WAY, STE 200		
Address 2			
Address 3:			
City	ROCKVILLE	Postal	21204
County			
State	MD	Maryland	
Email ID	JANET.PETERSON@APEXCOS.COM		

► [Payment/Withholding Alt Names](#)

Phone Information 1-1 of 1 [View All](#)

Type	Location	Prefix	Telephone	Extension
Business Phone				

Confirm Supplier/Vendor Mail Code Status

Summary	Identifying Information	Address	Contacts	Location	Affidavits	Additional Information	Custom
---------	-------------------------	---------	-----------------	----------	------------	------------------------	--------

SetID MDC
Supplier ID 0000007016 Short Supplier Name APEX COMPA-001 Supplier APEX COMPANIES LLC

Supplier Contact Q | ◀ ▶ 1 of 1 ▶ ▶ | View All

Contact ID 1
Description

Details Q | ◀ ▶ 1 of 1 ▶ ▶ | View All

Effective Date 01/01/1901
Effective Status Active
Type
Name JANET PETERSON
Title
Address 1 01 PURCHASE ORDER ADDRESS
15850 CRABBS BRANCH WAY, STE 200
ROCKVILLE, MD 21204
Internet [http://](#) [View Internet Address](#)
Email ID JANET.PETERSON@APEXCOS.COM

Phone Information

☰ Q	◀ ▶ 1-1 of 1 ▶ ▶		
Type	Prefix	Telephone	Extension
Business Phone		305/923-9935	

SBD Certified Firms

Summary

Identifying Information

Address

Contacts

Location

Affidavits

Additional Information

Custom

SetID

MDC

Supplier ID

0000007016

Supplier Short Name

APEX COMPA

Classification

Outside Party

HCM Class

Persistence

Regular

Supplier Status

Approved

Supplier Name

APEX COMPANIES LLC

Additional Name

☒ Withholding

☒ Open For Ordering

☐ VAT Registration

*Supplier Audit

Default

☒ Supplier Audit

Template ID

MDC_SUP_TMPL

Check for Duplicate

Check Financial Sanctions

Expand All

Collapse All

Attachments (0)

Profile Questions

Categorization

Supplier Relationships

☐ Corporate Supplier

Corporate SetID

MDC

Corporate Supplier ID

0000007016

APEX COMPANIES LLC

☐ InterUnit Supplier

InterUnit Supplier ID

Supplier Hierarchy

Supplier 360

Create Bill-To Customer

☐ Create Bill To Customer

- Supplier Rating
- Supplier Logo
- Additional ID Numbers
- Duplicate Invoice Settings
- Government Classifications
- Standard Industry Codes
- Additional Reporting Elements
- Collapse section Additional Reporting Elements

Common Parent's Firm

Type of Contractor

Airport Concessionaire DBE (ACDBE)

Disadvantaged Business Enterprise (DBE)

Local Developing Business (LDB)

Veteran

Common Parent's Name

SBE Architectural & Engineering

SBE Construction

SBE Goods & Services

Search Parameters

Edit Parameters

Clear Parameters

CERTIFICATIONS

Airport Concessionaire Disadvantaged Business Enterprise (ACDBE)

Disadvantaged Business Enterprise (DBE)

Local Developing Business (LDB)

Small Business Enterprise - Architectural & Engineering (SBE-A&E)

Small Business Enterprise - Construction (SBE-Con)

Small Business Enterprise - Goods & Services (SBE-G&S)

BUSINESS NAME/DBA

APEX COMPANIES, LLC

TIER

Goods & Services - Tier 1: 3 Yr. AGR \$0 up to \$750,000.00, Goods & Services - Tier 2: 3 Yr. AGR \$750,000.01 up to \$2,000,000.00, Goods & Services - Tier 3: 3 Yr. AGR \$2,000,000.01 up to \$5,000,000.00, Goods & Services - Tier 4: 3 Yr. AGR \$5,000,000.01 up to \$8,000,000.00, Wholesaler - Tier 2 Up to 15 Employees, Wholesaler - Tier 3 Up to 16 to 50 Employees, Manufacturers - Tier 2 Up to 50 Employees, Manufacturers - Tier 3 Up to 51 - 100 Employees, Construction - Level 1: 3 Yr. AGR \$0 up to \$2,000,000, Construction - Level 2: 3 Yr. AGR \$2,000,000.01 up to \$5,000,000.00, Construction - Level 3: 3 Yr. AGR \$5,000,000.01 up to \$10,000,000.00, Construction - Level 4: 3 Yr. AGR \$10,000,000.01 up to \$15,000,000.00, A&E - Tier 1: 3 Yr. AGR \$0 up to \$500,000.00, A&E - Tier 2: 3 Yr. AGR \$500,000.01 up to \$2,000,000.00, A&E - Tier 3: 3 Yr. AGR \$2,000,000.01 up to \$4,500,000.00 (Architectural), A&E - Tier 3: 3 Yr. AGR \$2,000,000.01 up to \$6,000,000.00 (landscaping architectural services, engin, A&E - Tier 4: 3 Yr. AGR \$ \$4,500,000.01 up to \$6,500,000.00 (Architectural), A&E - Tier 4: 3 Yr. AGR \$6,000,000.01 up to \$8,000,000.00

Search Results

0 firms with 0 certifications found

Your search parameters did not return any matches. Click **Edit Parameters**, modify the information in the fields above and click **Search Again**.

Debarred Contractors

Debarred Contractors List (Last update: 12/02/2022)						
						
Debarred Entity and/or Individuals (abc order)	Address	Initiating Dept. and Contact Person	Cause of Debarment	Effect of Debarment	Length of Debarment	Contractor's Certificate of Competency or License Number; or Qualifier, when applicable
Aaron Construction Group, Inc.	10820 NW 138 St. Bay C-1 Hialeah Gardens, FL 33018	Public Housing and Community Development Department (PHCD Director, (786) 469-4106)	Violation of Section 10-38	Excluded from Contracting w/Miami-Dade County for a ten (10) year period.	9/12/19 - 9/12/29	n/a
Diego Alejandro Estepa Vazquez (Individual, former officer of Aaron Construction Group, Inc.)	10820 NW 138 St. Bay C-1 Hialeah Gardens, FL 33018	Public Housing and Community Development Department (PHCD Director, (786) 469-4106)	Violation of Section 10-38	Excluded from Contracting w/Miami-Dade County Indefinitely.	9/12/19 - Indefinite	n/a
Javier Estepa (Individual, former officer of Aaron Construction Group, Inc.)	10820 NW 138 St. Bay C-1 Hialeah Gardens, FL 33018	Public Housing and Community Development Department (PHCD Director, (786) 469-4106)	Violation of Section 10-38	Excluded from Contracting w/Miami-Dade County Indefinitely.	9/12/19 - Indefinite	n/a
ABC Construction Inc	7280 NW 8th St, Miami, FL 33126	State Attorney's Office (State Attorney, 305-547-0100)	Violation of Section 10-38	Excluded from Contracting w/Miami-Dade County for a five (5) year period	11/2/2022 - 11/2/2027	n/a
Jorge Gonzalez (individual, former owner/president of ABC Construction Inc)	7280 NW 8th St, Miami, FL 33126	State Attorney's Office (State Attorney, 305-547-0100)	Violation of Section 10-38	Excluded from Contracting w/Miami-Dade County for a five (5) year period	11/2/2022 - 11/2/2027	n/a
Association of Community Organizations for Reform Now (ACORN)	2609 Canal St, 4th floor New Orleans, LA 70119	U.S. Congress (Office of Management & Budget, 202-395-3080)	Section 163 of the Continuing Appropriations Resolution, 2010, Division B of Public Law #111-68	Excluded from Contracting w/ Miami-Dade County Indefinitely.	10/07/2009 - Indefinite	n/a
Biscayne Housing Group, LLC	25 Se 2nd Ave, Miami, FL, 33131-1508	Public Housing and Community Development Department (PHCD Director, (786) 469-4106)	Violation of Section 10-38	Excluded from Contracting w/Miami-Dade County for a ten (10) year period	1/5/2021 - 1/5/2031	n/a
Michael Cox (individual, former partner of Biscayne Housing Group, LLC)	828 NW 9th Ave Miami, FL 33136	Public Housing and Community Development Department (PHCD Director, (786) 469-4106)	Violation of Section 10-38	Excluded from Contracting w/Miami-Dade County for a ten (10) year period	1/5/2021 - 1/5/2031	n/a
Gonzalo DeRamon (individual, former partner of Biscayne Housing Group, LLC)	45 Almeria Ave STE #5 Coral Gables, FL 33134	Public Housing and Community Development Department (PHCD Director, (786) 469-4106)	Violation of Section 10-38	Excluded from Contracting w/Miami-Dade County for a five (5) year period	04/30/2018- 04/30/2023	n/a
BJK Construction Services, Inc	970 W McNab Rd # 210, Fort Lauderdale, FL 33309	Internal Services Department (ISD Director, 305-375-1135)	Violation of Section 10-38	Excluded from Contracting w/Miami-Dade County for a ten (10) year period.	7/8/2021 - 7/8/2031	n/a
Michael Runyan (individual, owner of BJK Construction Services, Inc)	4411 Ne 30 Ave, Lighthouse Point, FL 33064	Internal Services Department (ISD Director, 305-375-1135)	Violation of Section 10-38	Excluded from Contracting w/Miami-Dade County for a ten (10) year period.	7/8/2021 - 7/8/2031	n/a
Carlisle Development Group	2950 SW 27th Ave Ste 200 Miami, FL 33133	Public Housing and Community Development Department (PHCD Director, (786) 469-4106)	Violation of Section 10-38	Excluded from Contracting w/Miami-Dade County for a ten (10) year period	1/5/2021 - 1/5/2031	n/a

Bolded entities are corporations.
This report is maintained by Small Business Development (SBD), a division of the Internal Services Department.
For any questions, please contact Michou Jean, at (305) 375-3161.

Non-Performance History

Summary	Identifying Information	Address	Contacts	Location	Affidavits	Additional Information	Custom
---------	-------------------------	---------	----------	----------	------------	------------------------	--------

SetID	MDC	Supplier Name	APEX COMPANIES LLC
Supplier ID	0000007016	Additional Name	
Supplier Short Name	APEX COMPA	APEX COMPA-001	☒ Withholding
Classification	Outside Party	<button>Check for Duplicate</button>	☒ Open For Ordering
HCM Class		<button>Check Financial Sanctions</button>	☐ VAT Registration
Persistence	Regular		*Supplier Audit Default
Supplier Status	Approved		☒ Supplier Audit
			Template ID MDC_SUP_TMPL

Expand AllCollapse AllAttachments (0)Profile QuestionsCategorization

Supplier Relationships

☐ Corporate Supplier	☐ InterUnit Supplier
Corporate SetID MDC	InterUnit Supplier ID
Corporate Supplier ID 0000007016	<a>Supplier Hierarchy <a>Supplier 360
APEX COMPANIES LLC	

Create Bill-To Customer

☐ Create Bill To Customer
--

- ▶ Supplier Rating
- ▶ Supplier Logo
- ▶ Additional ID Numbers
- ▶ Duplicate Invoice Settings
- ▼ Government Classifications

EEO Certification Date

☐ HUB Zone

Government Sources

| | View All

Certification Source LBT

Local Business Tax Applicable

Government Classifications

| | View All

Effective Date 08/09/2022

Certification Number

Certificate Begin Date 10/01/2022

Certificate Expiration 09/30/2023

Government Classification

Delinquent Contractor Report – INFORMS

Supplier Administration

Delinquent Contractor RegFinal

Business Unit Company Name Contact Person FEIN

Business Unit	Company Name	Principal Name	Company Address	Company FEIN	Item ID	Original Amount	Current Balance
1							

Look Up Company Name

Company Name contains

Search Clear Cancel Basic Lookup

No matching values were found.

Completed Affidavits

Summary	Identifying Information	Address	Contacts	Location	Affidavits	Additional Information	Custom
---------	-------------------------	---------	----------	----------	------------	------------------------	--------

Affidavit

SetID MDC
Supplier ID 0000007016 Short Supplier Name APEX COMPA-001 Supplier APEX COMPANIES LLC

1. MIAMI-DADE COUNTY OWNERSHIP DISCLOSURE AFFIDAVIT (Sec. 2-8.1 of the Miami-Dade County Code)

Firms registered to do business with Miami-Dade County, shall require the person contracting or transacting such business with the County to disclose under oath his or her full legal name, and business address. Such contract or transaction shall also require the disclosure under oath of the full legal name and business address of all individuals having any interest (legal, equitable, beneficial or otherwise) in the contract other than subcontractors, material men, suppliers, laborers or lenders. Post office box addresses shall not be accepted hereunder. If the contract or business transaction is with a corporation the foregoing information shall be provided for each officer and director and each stockholder holding, directly or indirectly, five (5) percent or more of the outstanding stock in the corporation. If the contract or business transaction is with a partnership, the foregoing information shall be provided for each partner. If the contract or business transaction is with a trust, the foregoing information shall be provided for the trustee and each beneficiary of the trust. The foregoing disclosure requirements shall not apply to contracts with publicly-traded corporations, or to contracts with the United States or any department or agency thereof, the State or any political subdivision or agency thereof, or any municipality of self-State.

If no officer, director or stockholder owns (5%) or more of stock, you may leave that section empty.

Select Principals or Owners or Other Corporation to enter details.

Principals Owners Other Corporations

+Add new Principal

	Full Legal Name	Title	Address	Edit
1				

2. MIAMI-DADE COUNTY EMPLOYMENT DISCLOSURE AFFIDAVIT (County Ordinance no. 90-133, amending Section 2.8-1(d)(2) of the Miami-Dade County Code)

The following information is for compliance with all items in the aforementioned Section:

1. Does your firm have a collective bargaining agreement with its employees?

☐ Yes ☒ No

2. Does your firm provide paid health benefits for its employees?

☒ Yes ☐ No

3. Provide a current breakdown (number of persons) in your firm's work force indicating race, national origin and gender.

	Number of Employees	
	Males	Females
White Employee	515	215
Black Employee	25	11
Hispanic Employee	46	26
Asian Pacific Employee	21	17
Native American Employee	4	1
Other Employee	17	7
Total Employee	628	277

3. MIAMI-DADE COUNTY EMPLOYMENT DRUG-FREE WORKPLACE CERTIFICATION
(Section 2.8.1.2(b) of the Miami-Dade County Code)

All persons and entities that contract with Miami-Dade County are required to certify that they will maintain a drug-free workplace and such persons and entities are required to provide notice to employees and to impose sanctions for drug violations occurring in the workplace.

In compliance with Ordinance No. 92-15 of the Code of Miami-Dade County, the above-named firm is providing a drug-free workplace. A written statement to each employee shall inform the employee about:

1. Danger of drug abuse in the workplace.
2. The firm's policy of maintaining a drug-free environment at all workplaces.
3. Availability of drug counseling, rehabilitation and employee assistance programs.
4. Penalties that may be imposed upon employees for drug abuse violations.

The firm shall also require an employee to sign a statement, as a condition of employment that the employee will abide by the terms of the drug-free workplace policy and notify the employer of any criminal drug conviction occurring no later than five (5) days after receiving notice of such conviction and impose appropriate personnel action against the employee up to and including termination. Firms may also comply with the County's Drug-free Workplace Certification where a person or entity is required to have a drug-free workplace policy by another local, state or federal agency, or maintains such a policy of its own accord and such policy meet's the intent of the ordinance.

☒ **I, confirm** to Affidavit-3

4. MIAMI-DADE COUNTY DISABILITY AND NON-DISCRIMINATION AFFIDAVIT

(Resolution R-182-00 amending Resolution R-385-95)

(Section 2-8.1.5 of the Miami-Dade County Code)

Firms transacting business with Miami-Dade County shall provide an affirmation indicating compliance with all requirements of the Americans with Disabilities Act (A.D.A.)

- ☒ **I, state that this firm,** is in compliance with and agrees to continue to comply with, and assure that any subcontractor, or third party contractor shall comply with all applicable requirements of the laws including, but not limited to, those provisions pertaining to employment, provision of programs and services, transportation, communications, access to facilities, renovations, and new construction.

The American with Disabilities Act of 1990 (A.D.A.), Pub. L. 101-336, 104 Stat 327, 42 U.S.C Sections 225 and 611 including Titles I, II, III, IV and V.

The Rehabilitation Act of 1973, 29 U.S.C Section 794.

The Federal Transit Act, as amended, 49 U.S.C. Section 1612.

The Fair Housing Act as amended, 42 U.S.C. Section 3601-3631.

- ☒ **I, hereby affirm** that I am in compliance with the below sections:

Section 2-8.1.5 of the Code of Miami-Dade County, which requires that firms that have annual gross revenues in excess of five (5) million dollars have an affirmative action plan and procurement policy. Firms that have a Board of Directors that are representative of the population make-up of the nation may be exempt.

5. MIAMI-DADE COUNTY DEBARMENT DISCLOSURE AFFIDAVIT

(Section 10.38 of the Miami-Dade County Code)

Firms wishing to do business with Miami-Dade County must certify that its contractors, subcontractors, officers, principals, stockholders, or affiliates are not debarred by the County before submitting a bid.

- ☒ **I, confirm** that none of this firm's agents, officers, principals, stockholders, subcontractors or their affiliates are debarred by Miami-Dade County.

6. MIAMI-DADE COUNTY VENDOR OBLIGATION TO COUNTY AFFIDAVIT

(Section 2-8.1 of the Miami-Dade County Code)

Firms wishing to transact business with Miami-Dade County must certify that all delinquent and currently due fees, taxes and parking tickets have been paid and no individual or entity in arrears under a contract, promissory note or document with the County shall be allowed to receive any new business.

- ☒ **I, confirm** that all delinquent and current due fees or taxes including, but not limited to, real and personal property taxes, convention and tourist development taxes, utility taxes, and Local Business Tax Receipt collected in the normal course by the Miami-Dade County Tax Collector and County issued parking tickets for vehicles registered in the name of the above firm, have been paid.

7. MIAMI-DADE COUNTY CODE OF BUSINESS ETHICS AFFIDAVIT

(Article 1, Section 2-8.1(i) of the Code of Miami-Dade County)

A firm seeking to transact business with Miami-Dade County must certify that it has adopted a Code of Business Ethics (Code) which complies with the requirements of Section 2-8.1 of the Code of Miami-Dade County. The Code shall apply to all business that firm/contractor transacts with the County and shall, at a minimum, require the firm/contractor to comply with all applicable governmental rules and regulations.

- ☒ **I certify** that this firm has adopted a Code which complies with the requirements of Section 2-8.1 of the Code of Miami-Dade County, and that such Code shall apply to all business that this firm/contractor transacts with the County and shall, at a minimum, require this firm/contractor to comply with all applicable governmental rules and regulations.

8. MIAMI-DADE COUNTY FAMILY LEAVE AFFIDAVIT
(Article V of Chapter 11, of the Miami-Dade County Code)

Firms contracting business with Miami-Dade County, which have more than fifty (50) employees for each working day during each of twenty (20) or more work weeks in the current or preceding calendar year, are required to certify that they provide family leave to their employees.

Firms with less than the number of employees indicated above are exempt from this requirement.

- ☒ **I, confirm** that if applicable, this firm complies with Article V of Chapter 11 of the County Code, which requires that firms contracting business with Miami-Dade County which have more than fifty (50) employees each working day during each of twenty (20) or more work weeks on the current or preceding calendar year are required to certify that they provide family leave to their employees.

9. MIAMI-DADE COUNTY LIVING WAGE AFFIDAVIT
(Section 2-8.9 of the Miami-Dade County Code)

All applicable contractors/employers entering into a contract with the County shall agree to pay the prevailing living wage required by this section of the County Code.

- ☒ **I, confirm** that if applicable, this firm complies with Section 2-8.9 of the County Code, which requires that all applicable contractors/employers entering into a contract with Miami-Dade County shall pay the prevailing living wage required by the section of the County Code.

10. MIAMI-DADE COUNTY DOMESTIC LEAVE AND REPORTING AFFIDAVIT
(Article 8, Section 11A-60 – 11A-67 of the Miami-Dade County Code)

Firms wishing to transact business with Miami-Dade County must certify that it is in compliance with the Domestic Leave Ordinance.

- ☒ **I, confirm** that if applicable, this firm complies with the Domestic Leave Ordinance. This ordinance applies to employers that have, in the regular course of business, fifty (50) or more employees working in Miami-Dade County for each working day during the current or preceding calendar year.

11. MIAMI-DADE COUNTY E-VERIFY AFFIDAVIT
Obligation for State Funded Contracts:

Executive Order 11-116, which supersedes Executive Order 11-02, directs all agencies under the direction of the Governor to verify the employment eligibility of all new agency employees through the U.S. Department of Homeland Security's E-Verify system. Further, agencies are directed to include as a condition of all contracts for the provision of goods or services to the state in excess of nominal value, an express requirement that contractors utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the contractor during the contract term, and an express requirement that contractors include in such subcontracts the requirement that subcontractors performing work or providing services pursuant to the state contract utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

In accordance with Executive Order 11-116, Miami-Dade County requires all vendors doing business with the County who are awarded state-funded contracts to verify employee eligibility using the E-Verify system. It is the responsibility of the awarded vendor to insure compliance with E-verify requirements (as applicable). To enroll in E-Verify, employers should visit the E-Verify website (<http://www.uscis.gov/e-verify>) and follow the instructions. The employer must, as usual, retain the I-9 Forms for inspection.

- ☒ **I, confirm** to E-Verify Affidavit

12. MIAMI-DADE COUNTY PAY PARITY AFFIDAVIT
(Resolution R-1072-17)

All persons or entities contracting with Miami-Dade County shall provide an affidavit indicating compliance with all requirements stated below.

- ☒ **I, hereby affirm** that this firm pledges to pay men and women equal wages for equal work, and is in compliance with, agrees to continue to comply with, and assure that any subcontractor or third party contractor shall comply with all applicable requirements of:
-

1. The Equal Pay Act of 1963, as amended (29 U.S.C. 206(d));
2. Section 448.07 of the Florida Statutes;
3. Chapter 11A of the Code of Miami-Dade County (§ 11A-1 et. seq.);
4. Chapter 22 of the Code of Miami-Dade County (§ 22-1 et seq.);
5. Chapter 8A, Article XIX, of the Code of Miami-Dade County (§ 8A-400 et seq.); and
6. Any other laws prohibiting wage rate discrimination based on sex.

13. MIAMI-DADE COUNTY SUSPECTED WORKERS' COMPENSATION FRAUD AFFIDAVIT
(Resolution No. R-919-18)

All persons or entities contracting with Miami-Dade County shall provide an affidavit indicating compliance with all requirements stated below.

- ☒ **I, hereby affirm** that this firm pledges to provide written notice and disclosures to all workers, on how to report any suspected workers' compensation fraud to the State of Florida Bureau of Workers' Compensation Fraud, and is in compliance with, agrees to continue to comply with, and assure that any subcontractor or third party contractor shall comply with all applicable requirements.

AFFIRMATION

I, being duly sworn, do attest under penalty of perjury that the entity is in compliance with all requirements outlined in these Miami-Dade County Vendor Affidavits.

I agree, and it is my intent, to sign this record/document by pressing the "I Affirm" button and by electronically submitting this record/document to Miami-Dade County. I understand that my signing and submitting this record/document in this fashion is the legal equivalent of having placed my handwritten signature on the submitted record/document and this affirmation. I understand and agree that by electronically signing and submitting this record/document in this fashion I am affirming to the truth of the information contained therein.

I also attest that I will comply with and keep current all statements sworn to in the above affidavits and registration application. I will notify the Miami-Dade County, Vendor Services Section immediately if any of the statements attested here to are no longer valid.

Person Name: Sophie Friets

Title: Contracts Coordinator

Date: 08/13/2019

I Affirm

Local Business and Property Taxes

[Search](#) > [Account Summary](#)

Business Tax Account #7288396

APEX COMPANIES LLC | [Request a change to your Business Tax Account](#)

Current owner:

APEX COMPANIES, LLC C/O FABIANSKI DAVID J MGR

Current business address:

8175 NW 12TH ST STE 110
DORAL, FL 33126-1828

[More Details](#)



[Get bills by email](#)

Amount Due

Your account is **paid in full**. There is nothing due at this time.

Your last payment was made on **08/09/2022** for **\$60.00**. [Print this receipt \(PDF\)](#)

Account History

RECEIPTS		AMOUNT DUE			STATUS	ACTION
2023 Receipt #7577140	10/01/2022 - 09/30/2023	\$0.00	Paid \$60.00	08/09/2022	Receipt #INT-22-385059	Print (PDF)
2022 Receipt #7577140	10/01/2021 - 09/30/2022	\$0.00	Paid \$60.00	07/01/2021	Receipt #INT-21-326072	Print (PDF)
2021 Receipt #7577140	10/01/2020 - 09/30/2021	\$0.00	Paid \$60.00	08/07/2020	Receipt #FPPU07-20-006699	Print (PDF)
2020 Receipt #7577140	10/01/2019 - 09/30/2020	\$0.00	Paid \$100.00	08/29/2019	Receipt #CREDITCARD-19-068732	Print (PDF)
2019 Receipt #7577140	08/27/2019 - 09/30/2019	\$0.00	Paid \$100.00	08/29/2019	Receipt #CREDITCARD-19-068732	Print (PDF)
Total Amount Due		\$0.00				

State of Florida Corporations (Sun Biz)

2022 FOREIGN LIMITED LIABILITY COMPANY ANNUAL REPORT

DOCUMENT# M06000002007

Entity Name: APEX COMPANIES, LLC

Current Principal Place of Business:

15850 CRABBS BRANCH WAY
SUITE 200
ROCKVILLE, MD 20855-2610

Current Mailing Address:

15850 CRABBS BRANCH WAY
SUITE 200
ROCKVILLE, MD 20855-2610 US

FEI Number: 52-1562320

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

CORPORATION SERVICE COMPANY
1201 HAYS STREET
TALLAHASSEE, FL 32301-2525 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE:

Electronic Signature of Registered Agent

Date

Authorized Person(s) Detail :

Title MANAGER
Name FABIANSKI, DAVID J.
Address 15850 CRABBS BRANCH WAY
 SUITE 200
City-State-Zip: ROCKVILLE MD 20855-2610

Title CFO
Name BURKE, BRIAN
Address 15850 CRABBS BRANCH WAY
 SUITE 200
City-State-Zip: ROCKVILLE MD 20855-2610

Compliance Report and/or Workforce Violations (SBD)

MIAMI-DADE COUNTY

ISD SBD Reports

Welcome. Please be patient while the report renders.

Use the dropdown list, on the left, to choose your Firm. Then use the yellow, **View report** button.

File

Export

View

1

Parameters

Firm Name

Required

AMERICAN OVERHEAD DOOR CO., INC

AMERICAN PIPELINE CONSTRUCTION, LLC

ARISEN CONSTRUCTION INC

Arrow Asphalt & Engineering, Inc.

ArtCrete & Restorations, Inc

ATLANTIC DOORS & HARDWARE, INC.

AUM CONSTRUCTION INC

Florida Convicted Vendor List

[Florida Department of Management Services](#) > [Business Operations](#) > [State Purchasing](#) > [State Agency Resources](#) > [Vendor Registration and Vendor Lists](#) > Convicted Vendor List

Convicted Vendor List

The Department of Management Services maintains a "list of the names and addresses of those who have been disqualified from the public contracting and purchasing process" under [section 287.133, Florida Statutes](#).

There are currently no vendors on this list.

Suspended Contractors

NONE

Florida Suspended Contractors

Suspended Vendor List

The Department of Management Services maintains a list of vendors that have been removed from the Vendor List pursuant to [section 287.1351, Florida Statutes](#).

Vendor Name/Address	Agency of Origin	Effective Date	Notice of Default
Building Maintenance of America, LLC d/b/a Florida Building Maintenance 333 North Falkenburg Road #A117 Tampa, FL 33619	DMS	07/02/14	Notice of Default - Building Maintenance of America, LLC d/b/a Florida Building Maintenance (📎 575.81 KB)
Club Tex, Inc. 2025 Broadway, Suite #15G New York, NY 10023	DOC	01/24/19	Notice of Default - Club Tex, Inc. (📎 111.75 KB)
Correctional Consultants, LLC P.O. Box 515 Chattahoochee, FL 32324	DOC	12/10/19	Notice of Default - Correctional Consultants, LLC (📎 85.95 KB)
iColor Printing and Mailing, Inc. 22873 Lockness Avenue Torrance, CA 90501	DEP	02/20/12	Notice of Default - iColor Printing and Mailing, Inc. (📎 320.17 KB)
Visual Image Design Firm, LLC 6845 Narcoossee Road, Suite 59 Orlando, FL 32822	DOH	06/25/15	Notice of Default - Visual Image Design Firm, LLC (📎 1.78 MB)

Updated 12/10/19

Scrutinized Companies - 287.135, FS

January 17, 2023
Page 2

Table 7: List of Prohibited Investments (Scrutinized Companies)

(New companies are highlighted and in bold.)

Prohibited Investments (Scrutinized Companies)	Scrutinized Country	Country of Incorporation	Initial Appearance on Scrutinized List	Full Divestment
Al-Enmaa Real Estate Co	Sudan	Kuwait	June 4, 2019	Yes
Aviation Industry Corporation of China (AVIC)	Sudan	China	September 24, 2019	Yes
AviChina Industry & Technology	Sudan	China	June 4, 2019	Yes
AVIC Electromechanical Systems Co Ltd	Sudan	China	September 24, 2019	Yes
AVIC International Finance Ltd	Sudan	China	September 24, 2019	Yes
AVIC International Holdings Ltd (formerly listed as AVIC International)	Sudan	China	June 4, 2019	Yes
Bank of Kunlun Co Ltd	Sudan & Iran	China	March 7, 2018	Yes
Chennai Petroleum Corp Ltd	Sudan	India	September 19, 2007	Yes
China Avionics Systems	Sudan	China	June 4, 2019	Yes
China BlueChemical Ltd	Iran	China	March 19, 2013	Yes
China National Petroleum Corporation (CNPC)	Sudan & Iran	China	December 11, 2012	Yes
China Oilfield Services Ltd	Iran	China	June 16, 2011	Yes

Scrutinized Companies that Boycott Israel - 215.4725, FS

Table 9: Scrutinized Companies that Boycott Israel

New companies on the list are shaded and in bold. (No companies added this quarter.)

Scrutinized Company that Boycott Israel	Country of Incorporation	Date of Initial Scrutinized Classification
Betsah Invest SA	Luxembourg	August 2, 2016
Betsah SA	Luxembourg	August 2, 2016
Cactus SA	Luxembourg	August 2, 2016
Co-operative Group Limited	United Kingdom	September 26, 2017
Guloguz Dis Deposu Ticaret Ve Pazarlama Ltd	Turkey	August 2, 2016
Unilever PLC (Ben & Jerry's parent company)	United Kingdom	July 29, 2021
Hindustan Unilever Ltd	India	July 29, 2021
PT Unilever Indonesia Tbk	Indonesia	July 29, 2021
Unilever Bangladesh Ltd	Bangladesh	July 29, 2021
Unilever Capital Corp (Unilever PLC bond issuance)	United States	July 29, 2021
Unilever Caribbean Ltd	Trinidad and Tobago	July 29, 2021
Unilever Consumer Care Ltd	Bangladesh	July 29, 2021
Unilever Côte d'Ivoire	Ivory Coast	July 29, 2021
Unilever Finance Netherlands BV (Unilever PLC bond issuance)	Netherlands	July 29, 2021
Unilever Ghana Ltd	Ghana	July 29, 2021

System for Award Management (SAM)



[Sign In](#)

[Home](#) [Search](#) [Data Bank](#) [Data Services](#) [Help](#)

Search All Words e.g. 1606N020Q02

Select Domain
All Domains

Filter By

Keyword Search
For more information on how to use our keyword search, visit our [help guide](#)

☐ Any Words
☒ All Words
☐ Exact Phrase

"Apex Companies, LLC."

Federal Organizations

Status
☒ Active
☐ Inactive
[Reset](#)

Showing 1 - 2 of 2 results

Request for Information (RFI)-Ranger Fire Support System-Auto (RFFS-A)
Organic Precision Indirect Fires and Rapid Redeployment to avoid Counter Fire 'Shoot and Scoot'

Notice ID: W50RAJ23R0011
Request for Information (RFI)-Ranger Fire Support System-Auto (RFFS-A)
Organic Precision Indirect Fires and Rapid Redeploy
...
Department/Ind.Agency
DEPT OF DEFENSE
Subtier
DEPT OF THE ARMY
Office
US ARMY RAPID CAPABILITIES AND CRIT

BFCUST Remediation and Pilot Study
Notice ID: SPE60017R5X13
Defense Logistics Agency - Energy seeks information from sources that can provide environmental remediation services for market research in accorda
...

Contract Opportunities

Current Response Date
January 30, 2023 at 12:00 PM EST
Notice Type
Original Special Notice
Updated Date
Dec 16, 2022
Published Date
Dec 16, 2022

Contract Opportunities

Current Response Date
May 22, 2017 at 02:00 PM EDT
Notice Type
Updated Sources Sought
Updated Date
Oct 6, 2017 [\(2\)](#)
Published Date
Oct 6, 2017

1 of 1 Results per page 25

Google Search



[All](#) [Maps](#) [News](#) [Images](#) [Shopping](#) [More](#) [Tools](#)

About 9,560,000 results (0.44 seconds)

<https://apexcos.com>

Apex Companies, LLC | Water • Environmental • Health ...

Apex provides a broad range of consulting, engineering and field compliance services across water, environmental, infrastructure, health and safety, and ...

Contact Us/Our Locations

Use our office locator to find an office near you. Tell Us How We ...

Careers

With career opportunities across the US, Apex Companies ...

What We Do

Apex Companies provides award-winning engineering ...

Who We Are

Established in 1988, Apex Companies provides award ...

[More results from apexcos.com »](#)

Department of Justice

NONE

Local Certified Veteran Business Enterprise



Search Results

[Excel](#)[Back to Certified Directory](#)

Show entries

Search:

Name	Contact	Address	City	State	Phone
------	---------	---------	------	-------	-------

No data available in table

Showing 0 to 0 of 0 entries

[Previous](#)[Next](#)

Find E-Verify Participant Employers

Employer	Doing Business As	Account Status	Date Enrolled	Date Terminated	Workforce Size	Number of Hiring Sites	Hiring Site Locations (by state)
Apex Companies, LLC		Open	06/29/2006		500 to 999	43	CA, CO, CT, FL, GA, IA, IL, KS, MA, MD, MN, NC, NJ, NM, NY, OH, OK, OR, PA, TX, UT, VA, WA, WV, WY
Apex Companies, LLC		Open	06/06/2019		500 to 999	36	CA, CO, CT, FL, IA, IL, KS, MA, MD, MO, NC, NJ, NY, OH, OK, OR, PA, VA, WA, WY
Apex Companies, LLC		Open	09/15/2021		500 to 999	69	AL, CA, CO, CT, FL, GA, IA, IL, KS, LA, MD, MI, MN, MO, MS, NC, NH, NJ, NY, OH, OK, OR, PA, TX, VA, WA, WY

OSHA Enforcement Inspections



UNITED STATES
DEPARTMENT OF LABOR

[f](#)[t](#)[i](#)[r](#)[e](#)[v](#)

Occupational Safety and Health Administration

[CONTACT US](#) [FAQ](#) [A TO Z INDEX](#) [ENGLISH](#) [ESPAÑOL](#)

OSHA ▾

STANDARDS ▾

ENFORCEMENT

TOPICS ▾

HELP AND RESOURCES ▾

NEWS ▾

Establishment Search Results

Establishment	Date Range	Office	Zipcode	State
Apex Companies	02/01/2018 to 02/01/2023	all	all	all

Please note that inspections which are known to be incomplete will have the identifying Activity Nr shown in italic. Information for these open cases is especially dynamic, e.g., violations may be added or deleted.

Sort By: **Date** | Name | Office | State

Return to Search ↻

By Date

Results 1 - 2 of 2

Get Detail

Select All

Reset

	#	Activity	Opened	RID	St	Type	Sc	SIC	NAICS	Vio	Establishment Name
☐	1	<i>1616693.015</i>	08/23/2022	0111400	MA	Unprog Rel	Partial		541620		Apex Companies, Llc
☐	2	<i>1616700.015</i>	08/23/2022	0111400	MA	Referral	Partial		541620		Apex Companies, Llc